

# REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
Vassalboro Public School	Vassalboro
Winslow Public Schools	Winslow
Waterville Public Schools	Waterville

Contact Information:

RPC Chair

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Date Plan Submitted: 11-19-08

Proposed Alternative Organizational Structure Operational Date: 7-1-09

*[Handwritten Signature]* - Bd. Chair  
Signature/Title

11/17/2008  
Date

W. H. School System  
SAU

*[Handwritten Signature]* Bd. Chair  
Signature/Title

11/18/08  
Date

Vassalboro School system  
SAU

*[Handwritten Signature]*  
Signature/Title

11/19/08  
Date

Winslow School Committee  
SAU

Signature/Title

Date

SAU

(Duplicate as Needed)

# 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 <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		<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"/>
	Composition of governing body		<input checked="" 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"/>
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"/>
3.A(4)	Composition of local school committees		<input checked="" 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"/>
	Duties of local school committees		<input checked="" 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"/>
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"/>
	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"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" 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"/>
	Assignment of other school contractual obligations		<input checked="" 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"/>
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"/>
	Transition plan that addresses interim personnel policies		<input checked="" 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"/>
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"/>
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"/>
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"/>

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

<sup>2</sup> 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 <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<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 <sup>6</sup>		<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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

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

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Collaborative Agreements</b>							
						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 – N/A**

**Actual number of students for which the SAU is fiscally responsible: 3968**

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

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

**Explanation of Barriers –**

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

Law Reference/Required Element	Explanation of the barrier

**Assistance Needs –**

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

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

***KENNEBEC VALLEY CONSOLIDATED SCHOOLS AOS***  
**Plan to Reorganize as an Alternative Organizational**  
**Structure (AOS)**

School Administrative Units (SAUs) submitting: The members of School Union 52 – Vassalboro and Winslow only, and Waterville (hereinafter collectively “Member School Units”).

Contact information: Lauchlin Titus (RPC Chair) 873-2108 Email: ltitus1@verizon.net (School Union 52 Superintendent, Hugh Riordan 872-1960 and Waterville Public Schools Superintendent, Eric Haley 873-4281.)

Date submitted by SAUs: 11/04/08

Proposed operational date of the Kennebec Valley Consolidated Schools AOS, July 1, 2009

Pursuant to section 13(4) of the Plan and sections 9(D) and 10(c) of the Interlocal Agreement, Certain Cost Sharing and Subsidy Distribution Amendments to this Plan were approved by AOS Board on October 14, 2009.

Certain other amendments to this Plan and the Interlocal Agreement (as previously amended by the AOS Board on October 14, 2009) were submitted to Commissioner for approval on October 15, 2009 and to the voters of each AOS member for approval on December 15, 2009.

**1. The units of school administration to be included in the proposed AOS.**

Vassalboro Public School  
Waterville Public Schools  
Winslow Public Schools

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

The Kennebec Valley Consolidated Schools AOS shall be governed by an AOS school committee consisting of representatives appointed by the school committees of the Towns of Vassalboro, Winslow and Waterville as follows:

<b><u>Municipality</u></b>	<b><u>Number of Representatives</u></b>
Vassalboro	1
Waterville	4
Winslow	2

The school Board of each municipality in the AOS shall choose the representatives to the AOS school Board to which that municipality is entitled.

## **3. The method of voting of the governing body.**

Each Kennebec Valley Consolidated Schools AOS school Board member shall have a weighted vote as outlined in the table below.

Town	Population	# of Votes/ 1000 votes	Voting% by Town	# of Members	Votes per Members	Voting % per Members	Equal weight per Members	Equal % per Members	Excess over equal
Vassalboro	4337	155	15.5%	1	155	15.53%	143	14.29%	1.25%
Waterville	15639	560	56.0%	4	140	14.00%	143	14.29%	-0.28%
Winslow	7944	285	28.5%	2	142	14.23%	143	14.29%	-0.06%
Totals	27920	1000	100.0%	7					

## **4. The composition, powers and duties of local school committees**

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 school property of the Member School Units will remain with them 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.**

The personnel contracts for the central office administration and administration of transportation, special education and business functions including accounting, reporting, payroll, financial management, purchasing, insurance and auditing will be transferred to the AOS. All other personnel contracts and school contractual obligations will remain with each Member School Unit.

**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 Kennebec Valley Consolidated Schools AOS Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of the Towns of Vassalboro, Waterville and Winslow on January 13, 2009.

The Kennebec Valley Consolidated Schools AOS school Board shall be appointed by February 15, 2009 and shall develop the budget for the Kennebec Valley Consolidated Schools AOS for FY 2009-10. The Kennebec Valley Consolidated Schools AOS budget for FY 2009-10 shall be adopted by the voters in accordance with the budget meeting and budget validation referendum procedures applicable to regional school units as provided in the Interlocal Agreement. The Kennebec Valley Consolidated Schools AOS school Board shall employ the Kennebec Valley Consolidated Schools AOS school superintendent and make all other necessary decisions in order for the Kennebec Valley Consolidated Schools AOS to become operational. Present Waterville 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 Vassalboro, Waterville and Winslow to form an AOS they were involved in RSU discussions with China and MSAD #47. These RPC meetings started in August of 2007 and continued until August 2008 when all three communities opted out of the RSU plan.

The AOS RPC meetings were held on the following dates: September 15, 2008, September 23, 2008, October 9, 2008, October 23, 2008 and October 30, 2008. 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 Winslow/Waterville Superintendent's Office. A public forum on the proposed Reorganization Plan will be held on December 9, 2008 in Waterville, December 16, 2008 in Vassalboro and January 6, 2009 in Winslow.

**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.**

The approval of this Reorganization Plan 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 the 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 Reorganization Plan 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.

This Reorganization Plan shall not become effective with respect to any Member School Unit unless the school reorganization plan is separately approved at referendum by the voters of two of the following Member School Units: Vassalboro, Waterville, Winslow.

If the School Reorganization Plan is approved by at least two Member School Units so as to form the AOS under this agreement, unless otherwise provided by law, a Member School Unit whose voters have failed to approve the School Reorganization Plan at the initial referendum on the Plan may conduct one or more subsequent referendums prior to December 1, 2010 on the Reorganization Plan. If the voters of that Member School Unit approve the Reorganization Plan at a subsequent referendum held prior to December 1, 2010, that Member School Unit may join the AOS and again become subject to this Reorganization Plan provided that an amended certificate of organization for the expanded AOS is approved by the Commissioner of Education at least 180 days before July 1 of the fiscal year that the Member School Unit proposes to join the AOS.

**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:

First Year: 2009-2010

Estimated Savings: \$0

Estimated Additional Costs: (\$50,000)

Net Savings(or costs): Cost (\$50,000)

One of the two current superintendents' offices will perform all business functions for the AOS. The other superintendent's office will be used for Adult Education administrative offices and teaching space along with Special Education administrative offices and testing space.

Category	Savings/Costs	Note
Personnel	\$0	No projected savings due to pre-existing contracts
Transition costs	Cost (\$50,000)	To establish AOS organization, legal costs, technology conversions, etc.
Operating efficiencies	\$0	No projected efficiencies due to merging of three member school units and creation of AOS

Second Year: 2010-2011

Estimated Savings: \$150,000

Estimated Additional Costs: (\$25,000)

Net Savings(or costs): Savings \$125,000

Category	Savings/Costs	Note
Personnel	Savings \$100,000	Projected administrative and support staff positions
Transition costs	Cost (\$25,000)	Legal costs associated with moving towards consistent contracts and policies
Operating efficiencies	Savings \$50,000	Merging of technology improvements

Third Year: 2011-2012

Estimated Savings: \$125,000  
 Estimated Additional Costs: \$0  
 Net Savings(or costs): Savings \$125,000

Category	Savings/Costs	Note
Personnel	Savings \$100,000	Projected administrative and support staff positions
Transition costs	\$0	
Operating efficiencies	Savings \$25,000	Development of one maintenance department for AOS

### **13. Other matters determined to be necessary.**

Continued review of possible efficiencies in the following areas: high school programming, sharing of teachers, technology as a complete AOS function, food service as a complete AOS function, and maintenance/custodians as a complete AOS function.

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

1. Central office budget. The cost of operating the AOS central office will be shared among the Member School Units, 50% on the basis of the average state valuation of property of the Member School Units for the three most recent calendar years and 50% on the basis of the average student population of the Member School Units as measured on April 1 and October 1 of the three most recent calendar years.
2. Special Education. For FY 2009-10, the cost of all special education services furnished by the AOS to the Member School Units will be shared among the Member School Units, 50% on the basis of the average state valuation of property of the Member School Units for the three most recent calendar years and 50% on the basis of the average student population of the Member School Units as measured on April 1 and October 1 of the three most recent calendar years. For FY 2010-11 and thereafter the cost of special education services shall be shared among the Member School Units on the basis of their respective actual costs for special education services. **[Amended by the AOS Board on October 14, 2009.]**
3. Transportation. For FY 2009-10, the cost of transportation services furnished by the AOS will be shared by the Member School Units based on their respective total miles driven divided by the total miles driven in the AOS expressed as a percentage. Total miles driven for purposes of this formula will be determined based on the Vehicle Inventory Report EF – T – 24, or similar reporting forms, for each Member School Unit for the previous fiscal year. For FY 2010-11 and thereafter the cost of transportation services shall be shared among the Member School Units on the basis of their respective actual costs for transportation services. **[Amended by the AOS Board on October 14, 2009.]**

4. Amendment of Cost Sharing Formula. The AOS school board, by a two-thirds vote of its full membership, may modify the existing cost sharing formula described in Section 13 (1-3).

### **13-A. Other School Union Assets and liabilities:**

The existing School Union 52 Interlocal Agreement between China, Vassalboro, and Winslow will be dissolved.

### **13-B. Tuition Contracts and School Choice**

#### **1. Tuition Contracts**

As of the date of this plan, Member School Units are parties to the following tuition contracts:

There are no tuition contracts in place for the Kennebec Valley Consolidated Schools AOS.

Nothing contained in this plan shall prevent Member School Units from contracting with other school administrative units for tuition students.

#### **2. School Choice**

Nothing contained in this plan shall affect school choice within the member municipalities.

### **13-C. Claims and Insurance**

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

### **13-D. Fewer than 2,500 students**

N/A The proposed Kennebec Valley Consolidated Schools AOS will serve approximately 3968 students.

### **13-E. Plan for Consistent Collective Bargaining Agreements**

#### **Current background and context:**

There are presently eight types of collective bargaining agreements in place within the Member School Units as shown below.

1. Administrators
2. Teachers
3. Educational Technicians
4. Secretaries – Full Year

5. Secretaries – School Year
6. Bus Drivers
7. Computer Technicians
8. Cafeteria/Custodial/Maintenance

**Regional School System plan to achieve consistent bargaining agreements:**

The plan to achieve consistent collective bargaining agreements for all employees in the proposed new Kennebec Valley Consolidated Schools AOS is as follows:

As of the formation date of the Kennebec Valley Consolidated Schools AOS, all eight contract groups will be afforded the opportunity to collectively meet and discuss the formation of one common contract for each bargaining unit within the Kennebec Valley Consolidated Schools AOS. We realize, given time and fiscal constraints this conversion to a common contract may take several years to accomplish.

The implementation of this plan for consistent collective bargaining agreements is subject to collective bargaining with the bargaining units within the Member School Units of Kennebec Valley Consolidated Schools AOS.

**13-F: Incorporation of Interlocal Agreement**

The Interlocal Agreement for the Creation of Kennebec Valley Consolidated Schools AOS, as amended and restated, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of this Plan.

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

This Agreement amends and restates a certain Interlocal Agreement for Alternative Organizational Structure made as of November 3, 2008 between the Waterville School Department (“Waterville”), a municipal school unit acting by and through its governing body; the Winslow School Department (“Winslow”), a municipal school unit acting by and through its governing body; and the Vassalboro School Department (“Vassalboro”), a municipal school unit acting by and through its governing body.

WHEREAS, the Member School Units formed an Alternative Organizational Structure (hereinafter “AOS”) within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(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, 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, 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; and

WHEREAS, subject to certain approvals, the Member School Units hereby amend and restate their Interlocal Agreement for Alternative Organizational Structure;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 16 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 KENNEBEC VALLEY CONSOLIDATED SCHOOLS AOS as an Alternative Organizational Structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), 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. KENNEBEC VALLEY CONSOLIDATED SCHOOLS AOS established pursuant to this Interlocal Agreement shall be governed by an AOS school board consisting of 4 representatives from the Waterville Board of Education; 2 representatives from the Winslow School Committee and 1 representative from the Vassalboro School Committee. 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:

<b>Member School Unit/Municipality</b>	<b>Population</b>	<b>% of Total Population of AOS</b>	<b>Number of AOS School Board Members</b>	<b>Votes Per AOS School Board Member</b>
Vassalboro	4,337	15.5%	1	155
Waterville	15,639	56.0%	4	140
Winslow	7,944	28.5%	2	142
<b>Total:</b>	27,920	100%	7	999

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.

The school board of each municipality in the AOS shall decide the method by which the representative(s) to the AOS school board shall be chosen and to which that municipality is entitled. Any vacancy on the AOS school board shall be filled by the appointing school board.

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:

<b>Member School Unit</b>	<b>Grades</b>
Waterville	Grades Pre-K -12

Winslow	Grades Pre-K -12
Vassalboro	Operates grades K-8; tuition Grades 9-12 (choice)

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 and assistant superintendents of schools, business manager, transportation director and assistants, special education director and assistants, food service director and assistants, technology director and assistants, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law.

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 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 develop and implement 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 voter approval for the AOS budget;
- 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;
- 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 committees or 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 assistants, special education director and assistants, technology director and assistants, and food service director and assistants; and oversee administration of their wages, hours, and working conditions;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS employees; until such time as the AOS Board adopts its own policies, AOS employees will be governed by Waterville Public Schools policies.
- m. Oversee negotiation and administration of collective bargaining agreements and maintenance of personnel records for all employees of the AOS and its Member School Units;
- n. Oversee and maintain a Pre-K -12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;
- p. Administer the transportation systems for all schools within the AOS Member School Units, and administration of bus purchases and debt repayment by the AOS Member School Units.
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS;
- 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.

7. Other Educational Improvements and Cost Savings.

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

8. Budget Adoption Procedures. The AOS school board shall develop each year 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, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school committee. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be validated by a majority of all the voters from Member School Units participating in the referendum, not by a majority of the voters participating in the referendum from each Member School Unit. The budget of each Member School Unit must be validated by a majority of the voters participating in the referendum from that Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or 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 central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure for the AOS may be discontinued by the voters of the AOS after three years in accordance with the law applicable to a regional school unit and the budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit after three years 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. The Member School Units shall share the costs of the AOS budget as follows:

A. Central office budget. The cost of operating the AOS central office as defined in paragraph 6 of this Interlocal agreement will be shared among the Member School Units 50% on the basis of the average state valuation of property of the Member School Units for the three most recent calendar years and 50% on the basis of the average student population of the Member School Units as measured on April 1 and October 1 of the three most recent calendar years.

B. Special Education. For FY 2009-10, the cost of all special education services furnished by the AOS to the Member School Units will be shared among the Member School Units 50% on the basis of the average state valuation of property of the Member School Units for the three most recent calendar years and 50% on the basis of the average student population of the Member School Units as measured on April 1 and October 1 of the three most recent calendar years. For FY 2010-11 and thereafter the cost of special education services shall be shared among the Member School Units on the basis of their respective actual costs for special education services. **[Amended by the AOS Board on October 14, 2009.]**

C. Transportation. For FY 2009-10, the cost of transportation services furnished by the AOS will be shared by the Member School Units based on their respective total miles driven divided by the total miles driven in the AOS expressed as a percentage. Total miles driven for purposes of this formula will be determined based on the Vehicle Inventory Report EF – T – 24, or similar reporting forms, for each Member School Unit for the previous fiscal year. For FY 2010-11 and thereafter the cost of transportation services shall be shared among the Member School Units on the basis of their respective actual costs for transportation services. **[Amended by the AOS Board on October 14, 2009.]**

D. Amendment of Cost Sharing Formula. The AOS school board, by a two-thirds vote of its full membership, may modify the existing cost sharing formula described in Section 9 (A-C).

10. Distribution of State Subsidy. The AOS school board shall distribute state subsidy received by the AOS as follows:

a. State Subsidy Distribution Policy. The AOS school board, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school board deems necessary, shall annually distribute the State education subsidies to be received by the AOS among the AOS Member School Units so that the distribution of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that the Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.

b. Method of State Subsidy Distribution. For FY 2009-10 and thereafter, the State subsidy received by the AOS shall be distributed to each Member School Unit in proportion to the amount shown on the Maine Department of Education's Form ED-279

as that Member School Unit's Adjusted State Contribution for that fiscal year.

**[Amended by the AOS Board on October 14, 2009.]**

c. Retention of Allocation Flexibility. The Member School Units recognize that the Maine Legislature has a history of making changes to Maine's school funding formula, that other circumstances may change, and that it is not possible to include in this Interlocal Agreement a precise formula for distributing State subsidy among Member School Units that will achieve the goals of the State subsidy distribution policy described in subparagraph (a) above in future years. For that reason, the AOS school board, by a two-thirds vote of its full membership, may modify the method of State subsidy distribution in order to better achieve the State subsidy distribution policy set forth in subparagraph (a) above.

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 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 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, provided that any motor vehicles and related equipment transferred to the AOS by the terminated Member School Unit shall be returned to that Member School Unit.

15. Withdrawal of Member School Unit. Unless otherwise provided by law, a Member School Unit may withdraw from participation in the AOS upon approval by the Commissioner of Education of a Plan of Withdrawal prepared by the school board of the

Member School Unit seeking to withdraw from the AOS and thereafter approved by the voters of that Member School Unit as may be provided in the Plan of Withdrawal approved by the Commissioner of Education. Before approving a Plan of Withdrawal pursuant to this section, the Commissioner of Education shall give written notice and an opportunity to be heard to the AOS school board and the other Member School Units in the AOS. The Commissioner of Education may require the AOS school board and the school board of the Member School Unit seeking to withdraw to participate in mediation prior to approval of a Plan of Withdrawal by the Commissioner of Education and the voters of the withdrawing Member School Unit. The Commissioner of Education may approve, approve with conditions, or deny a Plan of Withdrawal. Upon approval of a Plan of Withdrawal, the AOS shall make a distribution of property and/or compensation to the withdrawing Member School Unit as provided in the Plan of Withdrawal approved by the Commissioner of Education.

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 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. 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 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 two of the following Member School Units: Vassalboro, Waterville, Winslow.

If the School Reorganization Plan is approved by at least two Member School Units so as to form the AOS under this agreement, unless otherwise provided by law, a Member School Unit whose voters have failed to approve the School Reorganization Plan at the initial referendum on the Plan may conduct one or more subsequent referendums prior to December 1, 2010 on the Reorganization Plan. If the voters of that Member School Unit approve the Reorganization Plan at a subsequent referendum held prior to December 1, 2010, that Member School Unit may join the AOS and again become subject to this Interlocal Agreement provided that an amended certificate of organization for the expanded AOS is approved by the Commissioner of Education at least 180 days before July 1 of the fiscal year that the Member School Unit proposes to join the AOS.

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 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:

Kennebec Valley Consolidated Schools AOS

BY:

*Amy L. Nutting*  
\_\_\_\_\_  
*Amy L. Nutting*, Its Chair

AOS School Board

Date: 12/23/09, 2009

WITNESS:

Vassalboro School Department

BY:

*Kevin Severson*  
\_\_\_\_\_  
*Kevin Severson*, Its Chair

Municipal School Committee

Date: 12/23, 2009

WITNESS:

Wateryville School Department

BY:

*Lee Coleman*  
\_\_\_\_\_  
*Lee Coleman*, Its Chair

Municipal School Board

Date: 12/23, 2009

WITNESS:

Winslow School Department

BY:

*Ronald W. Whaley*  
\_\_\_\_\_  
*Ronald W. Whaley*, Its Chair

Municipal School Committee

Date: 12/23, 2009

WITNESS:

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

BY:

*Susan A. Gendron*  
\_\_\_\_\_  
Susan A. Gendron

State of Maine

Commissioner of Education

Date: 2/26, 2010