

# REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan
M.S.A.D. #5	M.S.A.D. #5
M.S.A.D. #50	M.S.A.D. #50

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**Date Plan Submitted:** September 1, 2008

**Proposed RSU Operational Date:** July 1, 2009

## Board Chairs:

\_\_\_\_\_  
Kimberly Appleby  
Date

M.S.A.D. #5

\_\_\_\_\_  
Jamie Doubleday  
Date

M.S.A.D. #50

**Reorganization Plan 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 RSU		<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"/>	<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"/>
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-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional 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"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? <i>(not required, but encouraged)</i>						<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Exceptions to 2,500 minimum**

**Actual number of students for which the RSU is fiscally responsible: 2,300**

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 checked="" type="checkbox"/>	<input checked="" 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 RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

**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?

# **Exhibit A**

## **Reorganization Plan**

Submitted by:

**Maine School Administrative District No. 5**

**Owls Head • Rockland • South Thomaston**

and

**Maine School Administrative District No. 50**

**Cushing • St. George • Thomaston**

Contact Information:

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**Jamie Doubleday**  
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**Thomaston, ME 04861**

Proposed RSU Operational Date

**July 1, 2009**

Submitted

**September 1, 2008**

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**1. The units of school administration to be included in the proposed reorganized regional school unit (RSU).**

The proposed regional school unit includes the following school administrative units: **Maine School Administrative Districts No. 5 and No. 50.**

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

The regional school unit board shall be composed of 13 members. The voters in each of 6 municipalities shall elect residents of the municipality to the board. Any municipality that has more than 1 member shall elect those members at large from within that municipality.

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

The regional school unit board shall be composed of 13 members. Each municipality in the RSU shall elect the following number of its residents to serve on the Board and their votes shall be weighted as follows:

<b>Municipality</b>	<b>Federal estimated 2006 census</b>	<b>Board Member(s)</b>	<b>Votes Per Director</b>
Cushing	1,272	1	67
Owls Head	1,654	1	88
Rockland	7,578	5	80
South. Thomaston	1,518	1	81
St. George	2,696	2	72
Thomaston	4,130	3	73
<b>TOTAL</b>	<b>18,848</b>	<b>13</b>	<b>999</b>

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered.

Staggered Terms 1, 2, 3, years for members:

Cushing	1 member	3 year term
Owls Head	1 member	2 year term
Rockland	5 members	1, 3, 2, 1, 3 year terms
South Thomaston	1 member	2 year term
St. George	2 members	1, 3 year terms
Thomaston	3 members	2, 1, 3 year terms

**4. The composition, powers and duties of any local school committees to be created.**

Not applicable for this Plan.

**5. The disposition of real and personal school property.**

**A. Real Property and Fixtures.** Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units shall be property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures.

The following real property interests and associated fixtures shall not be transferred:

<b><u>Name of SAU</u></b>	<b><u>Description of Excluded Property</u></b>
M.S.A.D. #5	None
M.S.A.D. #50	None

All real property and fixtures not described in the above list shall be transferred to the regional school unit.

**B. Personal Property.** All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the region as successor of the SAUs, except as listed below:

<b><u>Name of SAU</u></b>	<b><u>Description of Excluded Personal Property</u></b>
M.S.A.D. #5	None
M.S.A.D. #50	None

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

**C. Agreements to Share or to Jointly Own Property.** In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

*Note: The City of Rockland owns a skate park that is situated on M.S.A.D. #5 property. The City will retain ownership of the skate park, and will likely seek approval to continue to have it located on school property.*

**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.**

**A. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume.** The region shall assume liability to pay the following bonds, notes and lease purchase agreements:

<b>Name of SAU</b>	<b>Year Issued</b>	<b>Original Principal Amount</b>	<b>Asset Acquired, Constructed or Renovated</b>	<b>Principal Balance as of July 1, 2009</b>	<b>Final Maturity Date</b>
M.S.A.D. #5	1998	\$4,800,000.00	Middle School	\$2,400,000.00	11/01/2018
M.S.A.D. #5	2007	\$ 128,535.00	District Computers	\$ 64,175.47	07/01/2010
M.S.A.D. #5	1999	\$1,582,500.00	South School Renovations	\$ 630,000.00	11/01/2014
M.S.A.D. #50	1997	\$2,760,000.00	St George Addition/ Renovation	\$1,242,000.00	11/01/2017
M.S.A.D. #50	2002	\$2,225,000.00	Cushing School Construction	\$1,446,250.00	11/01/2022
M.S.A.D. #50	2003	\$ 309,266.00	Thomaston Grammar Addition	\$ 44,180.00	07/01/2009
M.S.A.D. #50	2006	\$ 190,500.00	District Renovations	\$ 76,200.00	07/06/2010
M.S.A.D. #50	2007	\$ 126,500.00	Technology Equipment	\$ 42,133.00	07/15/2009
M.S.A.D. #50	2007	\$ 73,712.00	School Bus	\$ 24,551.00	08/15/2009
M.S.A.D. #5	2008	\$ 228,867.92	District Copiers	\$ 138,431.50	8/01/2012

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

*Note: M.S.A.D. #5 has approximately \$900,000 more debt that was local-only approved debt compared to M.S.A.D. #50. While this will result in an incremental cost shift, the Reorganization Planning Committee approved passing the entire debt to the new RSU.*

**B. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume.** Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the following bonds, notes and lease purchase agreements, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose:

*Note: There are no known items from either M.S.A.D. #5 or M.S.A.D. #50 for this section.*

**C. New Capital Project Debt that Region Will Issue and Assume.** If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements:

*Note: There are no known new capital projects for either M.S.A.D. #5 or M.S.A.D. #50*

**D. New Capital Project Debt that the Region Will Issue But Will Not Assume.**

Not applicable for this Plan.

*Note: There are no known new capital projects for either M.S.A.D. #5 or M.S.A.D. #50*

**E. Defaulted Debt is Excluded from Being Assumed.** Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

**F. Other Debt Not Assumed.**

Not applicable for this Plan.

*Note: There are no known new capital projects for either M.S.A.D. #5 or M.S.A.D. #50*

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

**A. School Personnel Contracts.** A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7.A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or nonrenewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

Employees of the existing SAUs who do not have written individual employment contracts are noted on Exhibit 7.A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. (Employees whose names are inadvertently omitted from this list shall also become employed by the RSU as of the operational date.) This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

[See Exhibit 7. A. School Personnel Contracts]

**B. School Collective Bargaining Agreements.** The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

[See Exhibit 7. B. School Collective Bargaining Agreements]

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

**C. Other School Contractual Obligations.** The SAU Board and superintendent shall assume all contracts as of the operational date.

**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.**

**A. Existing Financial Obligations.** Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (i) all accounts payable;
- (ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
- (iii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

Both M.S.A.D. #5 and M.S.A.D. #50 have Summer Salaries and Benefits as a liability. The liability for each district is similar in cost, and neither district has sufficient funds to meet that liability. The local decision by the Reorganization Planning Committee calls for the new RSU to absorb the liability, and to release each existing SAU of this particular liability.

**B. Remaining Balances.** The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4). Unless the Legislature otherwise provides, in the case of each school administrative district, the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if a district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

**C. Reserve Funds.** SAUs shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.

**D. Scholarship Funds.** SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

**E. Trust Funds.** SAUs shall transfer trust funds to the region. The regional school union board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

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

A. The initial RSU board shall be elected within 90 days of voter approval of the Plan in accordance with 20-A M.R.S.A. § 1472-A and shall have the transitional powers and duties provided by 20-A M.R.S.A. § 1461-A.

B. **Transition Plan for Personnel Policies.** All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions after they become part of the regional school unit. The regional school unit board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

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

Minutes of the following public meeting(s) held to prepare or review the reorganization plan are attached as Exhibit 10:

Date of Public Meeting	Time	Location
July 31, 2007	6:30 PM	M.S.A.D. #5 Board Room McLain School Rockland, ME
August 21, 2007	6:30 PM	Rockland City Hall Rockland, ME
September 4, 2007	6:30 PM	Rockland City Hall Rockland, ME
September 18, 2007	6:30 PM	Rockland City Hall Rockland, ME
October 2, 2007	6:30 PM	Rockland City Hall Rockland, ME
October 16, 2007	6:30 PM	Rockland City Hall Rockland, ME
October 30, 2007	6:30 PM	Rockland City Hall Rockland, ME
November 13, 2007	6:30 PM	M.S.A.D. #5 Board Room McLain School Rockland, ME
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**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 one or more of the proposed members of the region fail to approve the plan, the SAUs that approve the plan shall proceed as follows:

If, despite rejection by one or more proposed members of the region, the plan is approved by each of the applicable school administrative units pursuant to Section XXXX-36(9), the plan is approved for all proposed members of the region in accordance with Section XXXX-36(9).

If the plan is rejected by one or more SAUs, the region shall not be formed under this plan, and the SAUs shall restart the process to form a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).

**12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.**

The Reorganization Planning Committee (RPC) does not include with the Plan an estimate of the cost savings to be achieved by formation of the RSU. The RPC will undertake a methodical, detailed and comprehensive analysis to project such transition costs and long-term savings, and how such savings will be achieved. The RPC's analysis is to be completed in time for review by voters prior to the November 4, 2008, plan referendum, and should include a comparison of projected tax impacts with school reorganization to projected tax impacts without school reorganization.

Without providing numeric projections, the RPC anticipates that the start-up costs, including the cost of financial audits, legal services and systems reconciliation, will offset any initial cost savings. The RPC also anticipates the economies of scale of the RSU will result in long-term cost savings.

**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.**

**13.A. Plans to reorganize administration, transportation, building and maintenance and special education.**

The RSU will combine each of the previous pairs of administration, transportation, building and maintenance and the special education departments. The unified function, operation and supervision of each of these departments will begin on July 1, 2009, although some of the personnel realignments may be phased in over the first two years. These combinations should result in significant cost savings and the new RSU board and superintendent will ensure projected expenditures in these areas will not adversely affect the educational program.

**13.B. Cost Sharing in Regional School Units.**

**I. Sharing of Costs in Excess of or Outside of Essential Programs & Services.**

**A. Summary of Cost Sharing Formula.** Costs in excess of or outside of Essential Programs & Services (EPS) will be shared among the six municipalities comprising the new Regional School Unit (RSU), and the anticipated "cost shift" from M.S.A.D. #50 to M.S.A.D. #5, resulting from the consolidation, will be transitioned and mitigated as follows:

1. At the end of a six year transition period, these costs will be shared based on 75% Valuation and 25% Students. (See definitions of Valuation and Students in Paragraphs B.7. and B.8., below).

2. During the first two years of the transition period (FY 10 and FY 11), the current ratio of these costs for each district will be maintained and assigned back to the former districts and assessed to the municipalities according to current cost sharing formulas (100% Valuation in M.S.A.D. #5, and 50% Valuation, 50% Students in M.S.A.D. #50).

3. In years 3 through 6 (FY 12 through FY 15), the differential between these costs will be reallocated to the former M.S.A.D. #5 in equal increments of 25% per year. Additionally, the new cost sharing arrangement begins to phase in by equal increments of 6.25% annually.

**B. Details of Cost Sharing Formula.** Money raised in addition to the required local share contribution pursuant to Title 20-A § 15690 for K-12 education, and money raised pursuant to Title 20-A § 8603 to fund Adult Education (hereinafter in this Section "Additional Funds"), shall be shared among all municipalities within the RSU as follows:

1. In FY 10 and FY 11, 45.22% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #5 and assessed to those municipalities based on 100% Valuation and 0% Students within the three municipalities and 54.78% of the total Additional Funds shall be allocated to the three

municipalities comprising the former M.S.A.D. #50 and assessed to those municipalities based on 50% Valuation of and 50% Students within the three municipalities.

2. In FY 12, 47.96% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #5 and assessed to those municipalities based on 93.75% Valuation and 6.25% Students within the three municipalities and 52.04% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #50 and assessed to those municipalities based on 56.25% Valuation and 43.75% Students within the three municipalities.

3. In FY 13, 50.70% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #5 and assessed to those municipalities based on 87.50% Valuation and 12.50% Students within the three municipalities and 49.30% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #50 and assessed to those municipalities based on 62.50% Valuation and 37.50% Students within the three municipalities.

4. In FY 14, 53.44% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #5 and assessed to those municipalities based on 81.25% Valuation and 18.75% Students within the three municipalities and 46.53% of the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #50 and assessed to those municipalities based on 68.75% Valuation and 31.25% Students within the three municipalities.

5. In FY 15, the total Additional Funds shall be assessed to the six municipalities comprising the RSU based on 75% Valuation and 25% Students within the RSU.

6. Notwithstanding Paragraphs B.3. and B.4. above, prior to issuing the assessments for FY 13, the Board of Directors shall vote, at a regularly scheduled meeting, to determine if for FY 13 and FY 14 the total Additional Funds shall be allocated to the three municipalities comprising the former M.S.A.D. #5 and M.S.A.D. #50 at 56.17% and 43.83%, respectively. If the board decides not to accelerate the transition allocation prior to FY 13, it shall, prior to issuing the assessments for FY 14, vote at a regularly scheduled meeting, to determine if for FY 14 the total Additional Funds, shall be allocated to the three municipalities comprising the former M.S.A.D. #5 and M.S.A.D. #50 at 56.17% and 43.83%, respectively. (Note: The purpose of this section is to accelerate the transition allocation but not the cost sharing formula).

7. For purposes of this Section, Valuation means the average of the certified state valuation for the three years prior to the most recently certified state valuation, except in FY 10 it shall be the average for the two years prior to the most recently certified state valuation.

8. For purposes of this Section, Students shall mean the average number of resident pupils, based on the average of the April 1 and October 1 resident students reported on the Department of Education's student information system, for the three most recent calendar years, except in FY 10 it shall be the average for the two most recent calendar years.

### **C. Method of Amending Cost Sharing Formula**

1. The local cost-sharing method utilized to share money raised in addition to the required local share contribution pursuant to Title 20-A § 15690 for K-12 education and to share money raised to pursuant to Title 20-A § 8603 to fund Adult Education (hereinafter in this Section "Additional Funds"), among all municipalities within the RSU, may be amended as follows:

2. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the RSU, or if approved by a majority of the Board of Directors present and voting, the Board of Directors shall hold one or more meetings of municipal representatives (hereinafter in this Section Cost Sharing Committee or CSC) to reconsider the method of sharing Additional Funds.

3. The Board of Directors shall give at least 20 days' notice of the initial meeting to each municipality comprising the RSU.

4. Each member municipality shall be represented at the CSC meeting, or meetings, by: (1) a resident chosen by its municipal officers and (2) a resident, who is also member of the Board of Directors, chosen by a majority of the Board of Directors present and voting.

5. Each municipal representative's vote at the CSC meeting, or meetings, shall be 50% of the aggregate weighted vote allocated to the municipality on the Board of Directors.

6. A change in the method of sharing Additional Funds may only be approved by a majority weighted vote of the CSC representatives present and voting, at the initial CSC meeting or a meeting held within 120 days of the initial meeting. If a change is not approved by the CSC within the 120-day period the existing cost sharing method shall remain in effect for assessments issued thereafter or until it is amended.

7. If a change in the method of sharing Additional Funds is approved by the CSC, the Board of Directors shall, at least 10 days prior to its next regularly scheduled meeting, hold a public hearing to solicit public input regarding the change in the method of sharing additional funds as proposed by the CSC.

8. The Board of Directors, at its next regularly scheduled meeting subsequent to the aforementioned public hearing, shall vote to approve or disapprove the CSC's proposed change in the local cost sharing method. The proposed change may not be amended by the Board of Directors, only accepted or rejected.

9. If the change in the local cost-sharing method as proposed by the CSC is *not* approved by a 2/3 majority of the Board of Directors present and voting, the existing method of sharing additional funds shall remain in effect until it is amended.

10. If the change in the local cost-sharing method, as proposed by the CSC, is approved by a 2/3 majority of the Board of Directors present and voting, it shall be submitted to the voters. If a majority of voters, voting in referendum at the next statewide election in accordance with Title 20-A, Sections 1351 to 1354, approve the change in the local cost sharing method, it shall become effective for assessments issued thereafter or until again amended. If the local cost sharing method change is not

approved by a majority of the voters in the RSU, the existing method shall remain in effect until it is amended.

11. The Board of Directors may not convene another CSC to consider amending the method of sharing Additional Funds, even if requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the unit, more than once every three years.

**13.C. Election of initial board of directors.**

See Section 9.A.

**13.D. Tuition Contracts and School Choice.**

Not applicable for this Plan.

**13.E. Claims and Insurance.**

**Disclosure of claims.** A list of all lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of August 1, 2008, is attached as Exhibit 13.E.

SAU	Nature of Claim	Number of Claims
M.S.A.D. 5	Workers Compensation	13
M.S.A.D. 50	Workers Compensation	6
M.S.A.D. 50	Human Rights	1

**13.F. Vote to submit reorganization plan to Commissioner.**

Before submitting a reorganization plan to the Commissioner of Education the governing body of each school administrative unit shall adopt the following vote:

Vote to be Adopted by **Maine School Administrative Districts No. 5 and No. 50** to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the **M.S.A.D. #5 / M.S.A.D. #50 Reorganization Planning Committee** to reorganize **Maine School Administrative District No. 5** and **Maine School Administrative District No. 50** into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by September 1, 2008.

### **13.G. Section for RSUs with fewer than 2,500 students**

The close geographic proximity of the six towns comprising M.S.A.D. #5 and M.S.A.D. #50 led our two school boards to begin collaborating on a 9-12 consolidation effort approximately three years ago. The goal of this consolidation effort was the creation of a regional high school with approximately 750 students. To that end, our school boards have met together several times, our 9-12 teaching staffs have engaged in common professional development and we have begun to involve students in the planning process. In addition, many public meetings have been held and informational programs broadcast on our local access television channel in an effort to educate and involve our citizenry.

With the implementation of the School Administrative Reorganization law, M.S.A.D. #5 and M.S.A.D. #50 are now working toward consolidating the two districts K-12, which will result in a district of approximately 2,300 students.

M.S.A.D. #5 and M.S.A.D. #50 have worked closely over the years via superintendents' agreements, shared special education services, and other services. The new RSU will allow the two districts to combine and streamline services, especially transportation, since the six communities are so close geographically; and special education services, where we find that families with needs tend to move among and between the two districts regularly.

While the combined student population of the proposed new RSU will be less than the required 2,500, the efficiencies realized, the compact geographic nature of the new RSU, and the historic ties between M.S.A.D. #5 and M.S.A.D. #50 justify approving our request.

**13.H. CTE Region(s).**

The regional school unit board shall select cooperative board members for each career and technical education region ("CTE region") whose members belong to the RSU.

The RSU shall be the successor to its members for purposes of a CTE region cooperative agreement. Costs of a CTE region budget allocated under the cooperative agreement to CTE region members that belong to the RSU shall be paid by the RSU and allocated pursuant to the RSU's cost sharing method. No cooperative agreement amendment shall be binding on the RSU without approval of the regional school unit board. Nothing contained in this plan shall confer rights on any creditors or bondholders of a CTE region or to extend liability for CTE region debts, liabilities or obligations to the RSU or RSU members that are not members of the CTE region.

Consideration of a budget of a CTE region that uses the "school administrative unit method" of budget approval provided by sections 8460(2)(A)(1) and 8461 of Title 20-A shall occur at the RSU budget meeting. The moderator shall instruct the voters on a voting method that includes only the CTE region members.

For purposes of this section, "CTE region members" are deemed to include municipalities that belong to school administrative district and community school district members of the CTE region.

## COLLABORATIVE AGREEMENTS

Collaborative agreements are agreements to share the responsibility for and cost of the delivery of certain administrative, instructional and non-instructional functions. Following is a list of Collaborative Agreements in effect as of August 1, 2008:

<b>Nature of Agreement</b>	<b>Participants</b>
Purchase of fuel	M.S.A.D. #5, M.S.A.D. #50, City of Rockland, Midcoast School of Technology
Special Education Behavior Programs, grades 5 -12	M.S.A.D. #5 and M.S.A.D. #50
Special Education Life Skills Programs, grades 5 - 12	M.S.A.D. #5 and M.S.A.D. #50
Special Education High Needs Programs at Midcoast School of Technology	M.S.A.D. #50 and M.S.A.D. #28
Food Services Management	M.S.A.D. #50 and M.S.A.D. #40
Purchase of paper	M.S.A.D. #5 and City of Rockland

<b>Exhibit 7. A. School Personnel Contracts</b>			
<b>MSAD</b>	<b>Position</b>	<b>Name</b>	<b>Termination Date</b>
5	Superintendent	Lucarelli, Judy	7/31/2009
50	Superintendent	Harvey, Judy	6/30/2009
5	Curriculum Coordinator	Brooks, Robert	7/31/2009
5	Director of Facilities & Transportation	Wilkens, James	6/30/2009
5	School Nurse	Carter, Ilmi	6/30/2009
5	School Nurse	Hall, Lynne	6/30/2009
5	Network Administrator	Johnson, Bruce	6/30/2009
5	Computer Technicians	LeBlond, Thomas	6/30/2009
5	Computer Technicians	Sargent, Kenneth	6/30/2009
5	Business manager	Reed, Toni	6/30/2010
5	Accounts Payable Clerk	Slocomb, Helen	6/30/2009
5	Payroll Clerk	Rhoades, Jackie	6/30/2009
5	Administrative Secretary	Spaulding, Sharon	6/30/2009
5	Adult Education Director	Parker, Shannon	6/30/2009
5	Psy. Examiner	vacant	6/30/2009
5	Health Coordinator	Moore, Elwood	6/30/2009
5	Principal	Snow, Patricia	7/31/2009
5	Principal	Carleton, Sally	7/31/2009
5	Principal	Martin, Todd	7/31/2009
5	Principal	Moore, Jane	7/31/2009
5	Principal	Folsom, Deborah	7/31/2009
5	Principal	Forti, Tom	7/31/2009
5	Assistant Principal	Leonard, Tom	7/31/2009
5	Assistant Principal	Gifford, Bill	7/31/2009
5	Director of Special Education	Nebert, Ralph	7/31/2009
5	Athletic Director	Leonard, Jim	7/31/2009
50	Technology Coordinator	Eichel, Glenn	6/30/2009
50	Director of Main/Trans	Hall, Scott	6/30/2009
50	Business Manager	Spear, John	6/30/2010
50	Bookkeeper	Barabra Dyer	6/30/2009
50	Finance Clerk	Andrick, Dawn	6/30/2009
50	Admin Assistant	Blais, Kathleen	6/30/2009
50	Head Cust/Bus Driver	Cushman, Jeff	6/30/2009
50	Admin Assistant	Andrick, Dawn	6/30/2009
50	Computer Technician	Knight, Joseph	6/30/2009
50	Technology Assistant	Knight, Linda	6/30/2009
50	Substitute Coordinator	Knight, Melanie *	6/30/2009
50	After School Director	McCabe, Paola *	6/30/2009
50	Technology Assistant	Largy, Alan	6/30/2009
50	Science Kit Refurbisher	Schweighauser, Betsy	6/30/2009
50	Computer Network Spec	Monahan, Jeff	6/30/2009
50	Accompanist	Parker, JoAnne *	6/30/2009
50	Nursing Assistant	Seavey, Raquel	6/30/2009
50	Food Service Director	York, Peggy	6/30/2009
50	Director of Curriculum Services	Guyer, Neal	6/30/2009
50	Principal	Chamberlain, Beth	6/30/2009
50	Principal	McClellan, Mary Alice	6/30/2009
50	Assistant Principal	Hastings, Ed	6/30/2009
50	Director of Student Services	Tofani, Chris	6/30/2009
50	Principal	Beverage, Rob	6/30/2009
50	Principal	Schooley, Larry	6/30/2009
*	No written individual employment contract.		

### Exhibit 7. B. School Collective Bargaining Agreements

MSAD	Bargaining Unit	Positions Included in Bargaining Unit	Next Termination Date
5	MSAD #5 Teachers' Association	teachers	8/31/2009
50	MSAD #50 Education Association	teachers, nurses	8/31/2009
5	MSAD #5 Educational Technicians MEA/NEA	educational technicians	6/30/2009
50	MSAD #50 Educational Support Personnel MSAD #50 Education Association/MEA/NEA	Administrative Assistant (school based), Educational Technician I, II, & III, Bus Driver, Bus Driver/Custodian, Custodian, Food Service Worker, Kitchen Manager, and Assistant Kitchen Manager	6/30/2009
5	MSAD #5 Secretaries Association MEA/NEA	Administrative Assistants	6/30/2009
5	Teamsters Local #340 Custodial Unit	Custodians	6/30/2009
5	Teamsters Local #340 Bus Driver Unit	Bus Drivers	6/30/2009
5	Teamsters Local #340 Cafeteria Unit	Cafeteria workers	6/30/2009

**Exhibit 10. Minutes of Public Meetings**

Date of Public Meeting	Time	Location
July 31, 2007	6:30 PM	S.A.D. #5 Board Room McLain School Rockland, ME
August 21, 2007	6:30 PM	Rockland City Hall Rockland, ME
September 4, 2007	6:30 PM	Rockland City Hall Rockland, ME
September 18, 2007	6:30 PM	Rockland City Hall Rockland, ME
October 2, 2007	6:30 PM	Rockland City Hall Rockland, ME
October 16, 2007	6:30 PM	Rockland City Hall Rockland, ME
October 30, 2007	6:30 PM	Rockland City Hall Rockland, ME
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# Exhibit B

## Exceptions to 2,500 minimum

The close geographic proximity of the six towns comprising M.S.A.D. #5 and M.S.A.D. #50 led our two school boards to begin collaborating on a 9-12 consolidation effort approximately three years ago. The goal of this consolidation effort was the creation of a regional high school with approximately 750 students. To that end, our school boards have met together several times, our 9-12 teaching staffs have engaged in common professional development and we have begun to involve students in the planning process. In addition, many public meetings have been held and informational programs broadcast on our local access television channel in an effort to educate and involve our citizenry.

With the implementation of the School Administrative Reorganization law, M.S.A.D. #5 and M.S.A.D. #50 are now working toward consolidating the two districts K-12, which will result in a district of approximately 2,300 students.

M.S.A.D. #5 and M.S.A.D. #50 have worked closely over the years via superintendents' agreements, shared special education services, and other services. The new RSU will allow the two districts to combine and streamline services, especially transportation, since the six communities are so close; and special education services, where we find that families with needs tend to move among and between the two districts regularly.

While the combined student population of the proposed new RSU will be less than the required 2,500, the efficiencies realized, the compact geographic nature of the new RSU, and the historic ties between M.S.A.D. #5 and M.S.A.D. #50 justify approving our request.