

Plan to Reorganize
MSAD #34
And MSAD #56 into
A new Regional School Unit

June 24, 2008

Submitted to the Commissioner of Education
For the State of Maine by:

MSAD #34 and MSAD #56

MAINE SCHOOL ADMINISTRATIVE DISTRICT #34
Belfast • Belmont • Morrill • Northport • Searsmont • Swanville

OFFICE OF THE SUPERINTENDENT – PO BOX 363 – BELFAST ME 04915
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REORGANIZATION PLANNING COMMITTEE
September 26, 2007

BELFAST

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Rotating Selectmen
6 Town House Road, Swanville, ME 04915
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**REORGANIZATION PLANNING COMMITTEE MEMBERS
SAD 56**

FRANKFORT:

- Harold Grove (alternate Twyler Webster: 525-4557) – Board of Directors
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- Evelyn Adams (will rotate)
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- Alan Hammond – citizen
591 Loggin Road
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SEARSPORT:

- Nedra Bellows (alternate Joe Altilio: 548-0942) – Board of Directors
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- Aaron Fethke – Selectpeople
12 Frankfort Road
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STOCKTON SPRINGS:

- Veronica Magnan (alternate Denise Dakin : 567-4050) – Board of Directors
P.O. Box 37
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- Sara Bradford (alternate Peter Curly) – Selectpeople
P.O. Box 60
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- Ray Hart (alternates Bonnie-Jean Brooks:567-3233, Will Mercier: 567-4155) – citizen
143 Sandy Point Road
Stockton Springs, ME 04981
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REORGANIZATION PLAN

(Revised 06/05/08)

1. The units of school administration to be included in the proposed regional school unit. Completed 10/3/07.

The proposed regional school unit includes the following school administrative units:

- A. MSAD #34
- B. MSAD #56

2. The size, composition and apportionment of the governing body. Completed 11/7/07. Revised 1/30/08 and 6/05 08.

- A. The size will consist of eighteen (18) members.
- B. Composition:

- Belfast – 6
- Belmont – 1
- Frankfort – 1
- Morrill – 1
- Northport – 2
- Searsmont - 1
- Searsport – 3
- Stockton Springs – 2
- Swanville – 1

Staggered terms as follows:

- Belfast – 6 – Elect two members for a one year term, two members for a two year term, and two members for a three year term.
- Belmont – 1 – Elect one member for a three year term.
- Frankfort – 1 - Elect one member for a three year term.
- Morrill – 1 - Elect one member for a three year term.
- Northport – 2 – Elect one member for a two year term and one member for a three year term.
- Searsmont – 1 - Elect one member for a three year term.
- Searsport – 3 - Elect one member for a one year term, one member for a two year term, and one member for a three year term.
- Stockton Springs – 2 – Elect one member for a two year term and one member for a three year term.
- Swanville – 1 - Elect one member for a three year term.

C. Apportionment:

Town	Population	Board members	Votes per Member
Belfast	6803	6	1134
Belmont	884	1	884
Frankfort	1052	1	1052
Morrill	906	1	906
Northport	1607	2	804
Searsmont	1359	1	1359

Searsport	2664	3	888
Stockton Springs	1651	2	826
Swanville	1451	1	1451
	18,377	18 members	

3. The method of voting of the governing body. Completed 11/7/07.

A quorum needs 9202.

Voting needs 9202 to pass a motion.

4. The composition, powers and duties of any local school committees to be created. Completed 10/3/07.

This item is not applicable to this RSU.

5. The disposition of real and personal school property. Completed 11/7/07.

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 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.

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

1. The Waldo Peirce paintings at the Searsport Schools and a ship painting.
2. The oak table made by the Robinson family at the Weymouth School in Morrill.
3. The original bell and a painting in the hallway of the Stockton Springs Elementary School.
4. Watercolor paintings of the Peirce, Anderson, and Robertson Schools painted by David Hurley that are located at the Captain Albert Stevens School. (These artifacts in 1-4 are to go back to the towns if a school closes.)

And any similar items which may be added until the submission of the final RSU plan.

Special Note: The RSU will own the laptops in SAD 56 schools, but with the stipulation that they remain in the former MSAD #56 schools. They will be identified by serial numbers. They are the assets of the current MSAD #56 area.

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

C. Agreements to share or to jointly own property. N/A

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. Completed 11/28/07.**

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: Per attached exhibits.

MSAD #34 has \$14,931,710 in state debt.
MSAD #56 has \$6,391,123.85 in state debt.

MSAD #34 has \$365,862 in Revolving Renovation Fund debt.
MSAD #56 has \$1,153,742.05 in Revolving Renovation Fund debt.

These debts will be assumed by the new RSU.

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 no longer serviceable or to keep them in normal operating condition.

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: as per attached exhibits.

MSAD #34 has \$456,680 and \$7,681,824 in local debt.
MSAD #56 has \$270,022.74 in local debt.

These debts will be assumed by the local communities in each of the respective current districts

C. New Capital Project Debt that Region Will Issue and Assume. **Does not apply.**

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

E. Defaulted Debt is Excluded from Being Assumed. **Does not apply.**

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations. Completed 11/14/07.

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.

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. 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. 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.

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.

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. A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as Exhibit 7-C.

The RSU shall assume the following contracts as of the operational date:

Reorganization plan of MSAD 56 & 34

#7A
SAU

School Personnel contracts

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Dates

MSAD 56	Central Office staff	7/1/07 - 6/30/09
	Administrators' Agreements	7/1/07-6/30/09
	Superintendent/curriculum coordinator	07/01/07-6/30/09
	Directors: food service, technology, special ed, adult ed, special services	07/01/07-06/30/09
MSAD 34	Superintendent	6/30/10
	Business Manager	open ended
	Maintenance & Transportation Director	1 Yr contract
	Food Service Director	6/30/10
	Central Office Staff	6/30/08
	Adult Education Director	6/30/09
#7b	Collective Bargaining Agreements	
SAU		
MSAD 56	Teachers & Nurses	8/31/10
	Support Staff	8/31/10
MSAD 34	Teachers	8/31/10
	Support staff	8/31/10
	Food service	6/30/10
	Administrators	6/30/10
	bus drivers and custodians	6/30/08
#7C.	Other School Contractual Obligations	
MSAD 56	Copier Lease SPC copiers Norway Savings Bk	6/30/12
	Medicaid Admin Services	8/31/08
	IEP Case Management Services	12/31/08
MSAD 34	Copier Lease SPC copiers Norway Savings Bk	6/30/12
	Medicaid Admin Services	8/31/08
	IEP Case Management Services	12/31/08
	Sieman's Temp controls	9/30/08

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. Completed 10/17/07.

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 in 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 reasonable 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 equitable 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 MRSA § 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 other members of the region.

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 a school administrative district, community school district or other regional school district (collectively, "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 the 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 MRSA § 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 unit 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 and other policies. Completed 11/14/07.

A. Transition Plan for Budget Development. The regional school unit board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the region.

The regional school unit board shall select a superintendent of schools in accordance with Section 1051 of Title 20-A. During the interim period, the salary, office and other expenses of the superintendent, as well as the cost of the regional school unit board, including insurance, shall be allocated to the school administrative units as provided below.

If a region is formed to become operational as of July 1, 2008 or 2009, then following the issuance of a certificate of organization by the State Board of Education, the school boards and superintendents of the combined SAUs and RSU elect within the region shall begin a process for developing proposed budgets for educational programs and services within their SAUs for the fiscal year beginning July 1, 2008 or 2009. In developing their proposed budgets, the combined SAUs and RSU elect shall consider potential cost savings and additional costs that may result from reorganization. The combined SAUs and RSU elect also shall consider changes in operations that may be necessary in order to reduce costs of administration, special education, building and maintenance and transportation without adversely affecting the educational program. During the months of February and March, the school boards of the combined SAUs and RSU elect and their superintendents shall conduct joint meetings and budget workshops as necessary to develop a proposed budget for the first operational year of the regional school unit. Specific duties may be assigned to existing personnel with the approval of the employing SAU.

A proposed budget with supporting documentation shall be developed in time for its presentation to and consideration by the initial regional school unit board of directors. The regional school unit board shall complete the budget development process and recommend a budget for consideration by the voters.

The regional school unit board shall propose and approve a recommended budget in accordance with 20-A M.R.S.A. § 1482 for the first operational year for submission to the voters of the region. The budget format, approval procedures and assessments for the regional school unit's first operational year budget shall be in accordance with 20-A M.R.S.A. §§ 1482-1489. The regional school unit board shall have all necessary authority for those purposes. This shall be considered the first year of use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to Section 1486(1).

The regional school unit board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the regional school unit to become operational on July 1 of the first operational year; including the authority to open and maintain accounts, to incur expenses not to exceed \$100,000 to be allocated among the regional school units' member SAUs in accordance with their respective most recent state valuation; and to file applications for school construction projects and revolving renovation fund loans and other available funding.

B. Transition Plan for Personnel and Other 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. Prior to the operational date, the regional school unit board elect 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.

Public meetings will be held on September 17 and September 18, 2008 at a neutral site. The meetings will be open to both districts. We are hoping to have both the meetings at the Waldo County Technical Center.

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. Completed 10/3/07.

If the plan is rejected by one SAU, the region shall not be formed under this plan, and the SAUs shall re-start 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. Completed 11/28/07.

We estimate that the formation of the regional school unit will result in the following cost savings during the first three years of operation:

1 st year (09-10) -	\$189,000 estimate of savings with new Central Office \$135,000 estimated additional costs for transition
2 nd year (10-11) -	\$232,000 cost savings \$480,000 estimated additional costs based on 07-08 negotiated contracts catching up.
3 rd year (11-12) -	\$120,000 cost savings \$80,000 estimated additional costs minimum

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. N/A Completed 11/28/07.

13-B. Cost sharing in regional school units.

For the first year of the RSU (FY 2010), each member municipality shall be responsible for its share of additional local funds, calculated on the basis of each municipality's percentage of the total combined additional local funds for the two former Districts in FY 09.

For the next two years (FY 2011 and 2012), the same percentage established in FY 2010 will be used by the RSU to determine each municipality's amount of additional local funds.

Establish a percentage the first two years. After 2012, the cost sharing formula for additional funds will be based on state evaluation as indicated on the ED 279.

Example of above: If SAU A raises \$1.8 million over EPS in additional local funds and SAU B raises \$3.2 million over EPS in additional local funds, then the total amount is \$5 million and SAU A will pay 36% of additional money raised by the RSU and SAU B will pay 64% of the additional money raised by the RSU.

Should unforeseen cost shifts develop between the communities of the former Districts, the RPC would recommend to the new RSU Board of Directors that they consider adjusting the payment for local debt service between the former Districts as a method of off setting a cost shift.

13-C. Election of initial Board of Directors. Completed 11/14/07.

Within 30 days of the issuance of a certificate of organization for the regional school unit by the State Board of Education, the members of the school boards of the school administrative units within the regional school unit shall conduct a joint meeting for the purpose of electing an interim secretary of the regional school unit and determining a date for the election of the initial board of directors of the regional school unit. The interim secretary shall notify the municipal officers of the member municipalities of the regional school unit of the date of the election. The election shall be conducted in accordance with Title 30-A Chapter 121 of the Maine Revised Statutes, as amended by Section 1473 (2) of Chapter 103-A of Title 20-A of the Maine Revised Statutes, except that the election duties of the secretary and board of directors of the regional school unit shall be performed by the interim secretary. The duties of the interim secretary shall include:

- 1) notification of the municipal officers of the date of the election;
- 2) furnishing nomination papers at least 10 days before the deadline for filing nomination papers;
- 3) receipt of completed nomination papers in accordance with 20-A M.R.S.A. §1473;

- 4) preparation and distribution of election ballots in accordance with 20-A M.R.S.A. §1473;
- 5) receipt of town clerk's certification of the results of the voting in each member municipality;
- 6) tabulation of the town clerk's certification of the results of the voting in each municipality;
- 7) accepting any recount petitions that may be filed pursuant to 20-A M.R.S.A. §1473; and
- 8) totaling the votes cast for each candidate and notifying the clerks in each municipality, the candidates, and the Commissioner of Education of the final results of the voting and the names and addresses of the persons elected as directors.

In accordance with 20-A M.R.S.A. §1473(1), the clerk of each municipality within the regional school unit shall forward the name(s) and address(es) of the director(s) elected to represent that municipality to the State Board of Education with such other data with regard to their election as the State Board of Education may require. On receipt of the names and addresses of all of the directors, the State Board of Education shall set a time, place and date for the first meeting of the directors and give notice to the directors in writing, sent by registered or certified mail, return receipt requested, to the address provided by the municipalities.

13-D. Tuition contracts and school choice. N/A

13-E. Claims and insurance. None.

13-F. Vote to approve plan. Will be voted on by both Boards on June 24, 2008.

13-G. Section for RSUs with fewer than 2,500 students. N/A

Section 8A (iii)a Belfast Valuation Adjustment

On June 10, 2008, MSAD #34 was notified of State approved adjustment in the 2007 Belfast valuation. This necessitated a recalculation of the amount of State subsidy and Belfast assessment. On June 10, the Budget Validation vote resulted in an approved budget. With no mechanism, short of another budget approval process, to change the Belfast assessment, we were advised by legal counsel to carry the amount of assessment reduction forward as a designated fund for the reduction of the Belfast assessment in the next fiscal year. With the above information in mind, \$178,308.00 of the balance forward from MSAD #34 is to be credited directly to the assessment of the City of Belfast.

M E M O R A N D U M

To: Reorganization Planning Committee

From: Bruce A. Mailloux, Mary Szwec, Paul Luttrell and Brian MacFarland

Date: June 19, 2008

Subject: Miscellaneous Cost Issues

Item #1 Potential Costs/Cost Savings During the First Three Years of Consolidation

<u>Year #1</u>	<u>Year #2</u>	<u>Year #3</u>
Central Office Personnel (105,000)	1 Supt. (100,000)	Staffing Consolidation (120,000)
Half-time Business Manager (30,000)	Salaries 480,000	Salary Equalization (80,000)
Food Service (30,000)	Coordinators (75,000)	
Clerical 25,000	* Sped	
Transition Cost 100,000	* Adult Ed	
Electronic Funds (1,000)	* Transportation	
Volume Buying (3,000)	* Technology	
Infinite Campus (15,000)	Support Services Consolidation (40,000)	
ADS 10,000	* Social Work	
License Savings (5,000)	* Speech	
	* OT/PT	
	ADS (5,000)	
	Audit (12,000)	

	<u>Year #1</u>		<u>Year #2</u>		<u>Year #3</u>
Savings	(189,000)	Savings	(232,000)	Savings	(120,000)
Cost	135,000	Costs	480,000	Costs	(80,000)
Net	<i>Savings</i> (54,000)	Net	<i>Cost</i> 248,000	Saving	(40,000)

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Item #2 Proposal to Address Cost Shifts Due to Differences in EPS Local Contributions and Differences in Additional Local Share

The basic premise of this proposal is to have the member towns of the former MSAD #34 and MSAD #56 contribute to the new RSU at the same percentage level that they would have contributed the previous year if MSAD #34 and MSAD #56 had been consolidated.

NOTE: There may be separate agreements in regard to debt service that will need to be taken into account.

A. To determine individual share of the EPS local contribution:

- 1) Combine the two (2) EPS local contributions (as indicated in the most recent ED 281 prior to the effective date of the new RSU) and determine the percentage for each SAD.

- 2) The percents determined in (1) will be applied to the total EPS local contribution of the new RSU to determine the share required from each of the former SAD towns.
- B. To determine individual portion of the additional local share:
- 1) Combine the two additional local shares (as indicated in the most recent approved budgets prior to the effective date of the new RSU) and determine the percentage for each SAD.
 - 2) The percents determined in (1) will be applied to the total additional local share of the new RSU to determine the portion required from each of the former SAD towns.
- C. In the second year of the RSU, continued use of this process or a change to some other approach will be determined by the new RSU.

BAM:rcs