

# 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
Alna	Alna
Palermo	Chelsea
Somerville	Palermo
Westport	Somerville
Whitefield	Westport Island
Windsor	Whitefield
Wiscasset	Windsor
	Wiscasset

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Date Plan Submitted: September 22, 2008

Proposed RSU Operational Date: July 1, 2009

## Revision History

REV	DATE	DESCRIPTION
1	11/30/07	1 <sup>st</sup> Plan submission – December 1 <sup>st</sup> , 2007
1.1	2/22/08	Added Chelsea information. Incorporated GOVERNANCE & FINANCE information adopted by RPC at meetings on 2/14 and 2/21
1.2	3/7/08	Added planned dates for local school committee votes for plan submission
1.3	5/24/08	Incorporated additional information approved by RPC at meetings between 4/1 and 5/22/2008 <ul style="list-style-type: none"> <li>➤ Educational Section</li> <li>➤ Disposition: (sections) 5, 6, 8, 13-E</li> <li>➤ Contracts: (sections) 7, 13-D</li> <li>➤ Governance: (sections) 4, 10, 11, 13, 13-C</li> <li>➤ Finance: (sections) 9, 12, 13-A, 13-B</li> </ul>
1.4	6/13/08	Per agreements from RPC meeting on 6/12/2008: <ul style="list-style-type: none"> <li>➤ Add (13-B) Cost Share Plan</li> <li>➤ Adjust (13-D) Tuition Contracts &amp; School Choices</li> </ul>
1.5	7/1/08	Per review from Drummond Woodsum
1.6	7/24/08	Finalized version approved by Reorganization Planning Committee
1.7	9/11/08	Revisions as per the 9/4/08 letter from Commissioner Gendron
2	9/22/08	Revisions as per the 9/17/08 letter from Jim Rier and Commissioner Gendron - Sections 11(2-3) and 13-D(B).1,2 &3

## Plan Milestones

DATE	
December 1 <sup>st</sup> , 2007	Initial Work-in-Progress Plan
March 28 <sup>th</sup> , 2008	Revised Work-in-Progress Plan (included Chelsea)
June 13 <sup>th</sup> , 2008	Letter from co-chairs requesting extension for plan submission (approved by commissioner 6/13/08)
August 13 <sup>th</sup> , 2008	Final plan submitted
September 12, 2008	Revised Plan submitted
September 22, 2008	Revised Plan Submitted
September 23, 2008	Plan Approved by Commissioner

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# 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input type="checkbox"/>	<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									
Reference Item Number Sub-Chapter	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 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"/>	

<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.

## Exceptions to 2,500 minimum

**Actual number of students for which the RSU is fiscally responsible: 2215**

Exception	Exception Claimed in Plan	Documentation Provided? (Appendix 1)	
		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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.

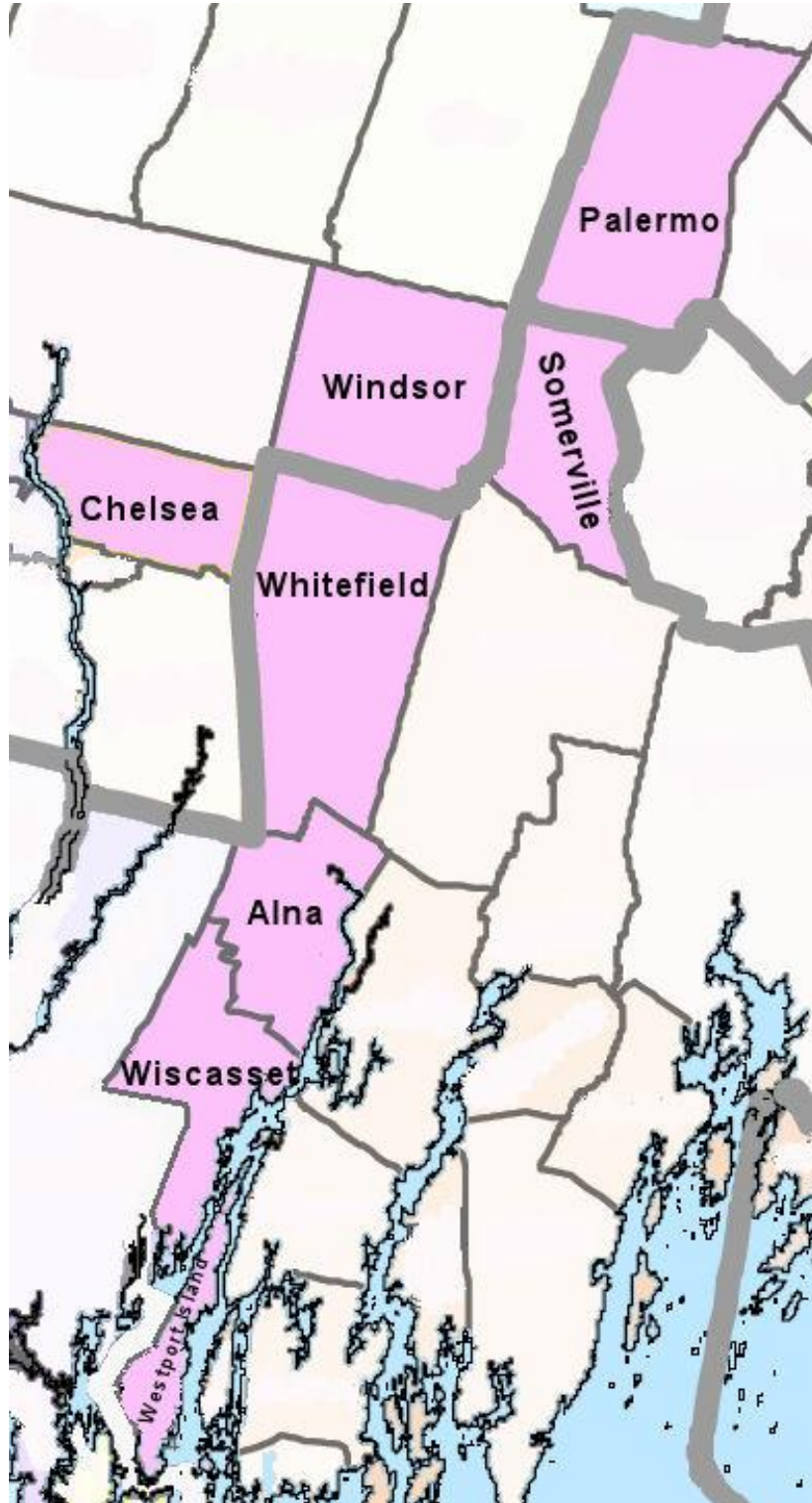
Law Reference/Required Element	Explanation of the barrier

### 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?

# SHEEPSCOT VALLEY REGIONAL SCHOOL UNIT



School Administrative Unit Reorganization Plan  
**for**  
**Sheepscot Valley Regional School Unit**

made up of Maine municipalities:

Alna

Chelsea

Palermo

Somerville

Westport

Whitefield

Windsor

Wiscasset

**[Plan submission 09/22/2008]**

Respectfully submitted to Commissioner Gendron by superintendents:

Frank Boynton  
Jay McIntire  
Greg Potter

with assistance from facilitators:

Jake Clockedile & Bob Connors

On behalf of all applicable school committees.

# REORGANIZATION PLAN

## SAUs Submitting:

Alna School Department  
Chelsea School Department  
Palermo School Department  
Somerville School Department  
Westport School Department  
Whitefield School Department  
Windsor School Department  
Wiscasset School Department

### Contact Information

For Alna, Westport, and Wiscasset school departments

Jay McIntire, superintendent  
214 Gardiner Road  
Wiscasset, ME 04578

For Chelsea and Whitefield school departments

Frank Boynton, superintendent  
School Union 132  
320 Griffin Road  
Windsor, ME 04363

For Palermo, Somerville, and Windsor school departments

Gregory Potter, superintendent  
School Union 133  
69 Augusta Road  
Whitefield, ME 04353

Date Submitted by SAU: September 22<sup>nd</sup>, 2008

Proposed RSU Operational Date: July 1<sup>st</sup>, 2009

# **Sheepscot Valley Regional School Unit**

## **Statement of Intent**

The plan to consolidate the towns of Alna, Chelsea, Palermo, Somerville, Westport Island, Whitefield, Windsor, and Wiscasset into the Sheepscot Valley Regional School Unit is intended to comply with the state statutory requirements set forth in the school consolidation law. It is also intended to maximize opportunities to deliver services that can more effectively and efficiently be provided in larger districts administratively, as well as more creative educational program opportunities for the students of the above mentioned towns. As provided by the law, in effect on the operational date of the Sheepscot Valley Regional School Unit, it will maintain any existing tuition contracts and school choice opportunities for students exercising a right to choose a public school or an approved private school. Further, it is intended to provide for equity and fairness for its member towns.

## **Preamble**

It is the intent of the Sheepscot Valley Regional School Unit to reaffirm the continuous work of school improvement in order to bring its mission to fruition.

The mission statement clearly and concisely defines the purpose of what we do as members of the Sheepscot Valley Regional School Unit as we work collaboratively toward common interests.

Each goal is a description in present tense terms of what Sheepscot Valley Regional School Unit will look like and how it will function when it is operating at its best.

The mission statement and educational goals are subject to revision by the Sheepscot Valley Regional School Unit Board of Directors.

## **Mission Statement**

The mission of the Sheepscot Valley Regional School Unit is to educate each and every student to the fullest of his/her potential, enabling them to participate fully as productive and self-fulfilled members of a democratic society. The Sheepscot Valley Regional School Unit envisions strengthening community commitment to education and improving/maintaining comprehensive educational programs by managing resources wisely, creatively, equitably and cost effectively.

## **Educational Goals**

- Each school ensures a comfortable, safe environment providing an atmosphere of support and respect for others.
- A cohesive, personalized and challenging curriculum directed toward future aspiration.
- Rich educational experiences and high quality curriculum materials are equitably provided for students to prepare them with basic as well as complex skills and knowledge, intellectual curiosity, creativity, a strong work ethic and the ability to function effectively with others.
- The complexity and diversity of individual learners is recognized and accommodated.
- Resources are maximized to serve students more fully.
- Talented and dedicated staff members who are positive role models for students and community members are recruited and maintained.
- Schools work in cooperation with the local communities for the sharing of resources for the continuous improvement of student achievement.
- Nurture an environment that is conducive to change.

## **Potential Educational Advantages**

Consistent with the previously outlined goals, the following ideas suggest some of the opportunities that bear further investigation for the feasibility within the Sheepscot Valley Regional School Unit:

1. Students with similar interests could be grouped for co-curricular or extra-curricular activities (i.e. sports such as Lacrosse, skiing, activities such as theatre, music, art, clubs such as math clubs, community service organizations);
2. Offerings in the allied arts could be expanded through sharing of staff and costs;
3. Special educational programming could be coordinated depending upon student needs (i.e. day treatment, gifted & talented);
4. Regular educational programming could be expanded (i.e. advanced math classes, additional science labs, foreign language, developmental kindergarten, pre-school programs);
5. Technology could be enhanced by consolidated and coordinating resources;
6. Alternative programs could be expanded to meet the needs of students with atypical learning styles;
7. Professional development opportunities for staff members could be coordinated to maximize use of time and resources;
8. Availability of library and media materials could be expanded through inter-library loans;
9. Community resources could be catalogued and made available to staff and students;
10. Volunteer hours could be increased and used more effectively through coordination and training of potential volunteers.

## **(1) School Administration Units**

The units of school administration to be included in the proposed reorganized regional school unit.

The proposed regional school unit includes the following school administrative units, or such of them as approve this plan in satisfaction of the requirements of section 11 (Plan if One or More Towns reject Consolidation Plan) for the formation of the regional school unit;

- A. Town of Alna, a municipal school unit.
- B. Town of Chelsea, a municipal school unit.
- C. Town of Palermo, a municipal school unit.
- D. Town of Somerville, a municipal school unit.
- E. Town of Westport, a municipal school unit
- F. Town of Whitefield, a municipal school unit.
- G. Town of Windsor, a municipal school unit.
- H. Town of Wiscasset, a municipal school unit.

## **(2) Composition of Governing Body**

The term "vote" shall always refer to a weighted vote.

**The RSU board shall have 20 members, with votes weighted as indicated below.**

	<b>Town Votes</b>	<b>RSU Members</b>	<b>Votes/Member</b>
<b>Alna</b>	683	2	342
<b>Chelsea</b>	2688	3	896
<b>Palermo</b>	1358	2	679
<b>Somerville</b>	537	2	269
<b>Westport</b>	821	2	411
<b>Whitefield</b>	2234	3	745
<b>Windsor</b>	2297	3	766
<b>Wiscasset</b>	3871	3	1291
	14489	<b>20</b>	
<b>Majority</b>			7245

### **(3) Method of Voting of Governing Body**

1. At the first meeting of the RSU board, lots will be drawn for initial term lengths, consistent with section 1472-B. For representatives of municipalities with three **members** (Chelsea, Whitefield, Windsor, and Wiscasset) one director will serve a one-year term, one a two-year term, and one a three-year term. Directors from municipalities with two members (Alna, Palermo, Somerville, and Westport Island) will draw lots so that each town has one director with a two-year term and one director with a three-year term. Subject to the requirements of section 1472-B and other applicable law, this method will also be used to establish initial terms of directors from any municipality that joins the RSU at a later date.
2. The initial weights of votes will be the population of each town (from the 2006 estimated census) within the RSU divided by that town's number of members on the RSU board. After each federal decennial census, the RSU board shall submit an apportionment determination request to the commissioner pursuant to 20-A MRSA Section 1475.
3. A majority vote on a motion is determined by the majority of the weighted votes of those present and voting except when otherwise required by law or another provision of this plan.
4. The closing of a school shall require at least 2/3 of the total number of votes or membership of the full RSU board in accordance with 20-A M.R.S.A. § 1511, with the exception of any units whose local school committee has taken formal action prior to the formation of the RSU.
5. A supermajority vote, consisting of at least 2/3 of the total number of votes of the full RSU board is required to change or amend this plan. The supermajority vote is required for both the first and second readings of any proposed changes or amendments. Any amendments to this plan must also be approved by a majority of the voters in the Sheepscot Valley Regional School Unit.
6. The RSU board may designate issues on which a supermajority vote is required. It shall take a 2/3-majority vote of those present and voting to designate such issues. A 2/3-majority requirement may be repealed by a 2/3 majority vote of those present and voting.

## **(4) Composition, Powers and Duties of Local School Committees**

A. Formation. Effective 3 years after the initial starting date of the RSU, any member town's municipal officers may petition the RSU board for a local school committee. Petitions will be approved by the RSU board unless the petition is rejected for one or more specific reasons, which will be provided in writing to the municipal officers. If the petition is rejected, the municipal officers may schedule a municipal referendum within 12 months from the date of the rejection on the question whether a local school committee shall be formed. If the voters in the municipality seeking a local school committee vote in this referendum in favor of formation of a local school committee, the local school committee shall be formed and shall have the functions approved by the voters. Petitions from an individual town may only be submitted once in each 12-month period.

A petition or warrant article to create a local school committee must identify which of the local school committee functions are requested from among those allowed by law and provided for by RSU policy.

Members of a new local school board created under this section shall be elected under the provisions the municipality uses for its officers.

B. Elimination. A local school board may be terminated using a process parallel to that in section A.

C. Effective Date. The effective date of either the creation or elimination of a local school committee shall be the first day of the fiscal year following the action.

## **(5) Disposition: Real and Personal School Property**

- A. Real Property and Fixtures. Except as listed in Exhibit 5-A, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, purchase and/or first refusal rights, and all fixtures of the school departments of Alna, Chelsea, Palermo, Somerville, Westport Island, Whitefield, Windsor and Wiscasset shall be conveyed to the Sheepscot Valley Regional School Unit. The RSU board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the right, title and interest in such real property and fixtures.

The real property interests and associated fixtures that shall not be transferred are listed in Exhibit 5-A. All real property and fixtures not listed in Exhibit 5-A shall be transferred to the Sheepscot Valley Regional School Unit. The non-transferred property, shall become property of the municipality in which it is located, unless otherwise specified in this plan.

- B. Personal Property. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories of the school departments of Alna, Chelsea, Palermo, Somerville, Westport Island, Whitefield, Windsor and Wiscasset shall become property of the RSU, except as listed in Exhibit 5-B.

The RSU board may require such bills of sale or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such property. It is recommended that the RSU board develop a policy regulating movement of equipment from one building to another.

- 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 disposition of such property shall be as set forth in Exhibit 5-C.
- D. Buildings, grounds and facilities will be available to member communities of the Sheepscot Valley RSU for community functions as per RSU board policy to be developed on conjunction with town boards or administrators, provided that final decisions on school policies shall be made by the RSU board.

## **(6) Existing Indebtedness and Lease-Purchase Obligations**

- A. Bonds, Notes, Lease Purchase Agreements that the Sheepscot Valley Regional School Unit Will Assume. The Sheepscot Valley RSU shall assume liability to pay the Bonds, Notes and Lease Purchase agreements as specified in Exhibit 6-A and the accompanying Table.

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the Sheepscot Valley RSU shall be assumed by the RSU 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 Sheepscot Valley Regional School Unit will Not Assume. Pursuant to 20-A M.R.S.A. 1506(4), the Region does not assume the bonds, Notes and Lease Purchase agreements specified in Exhibit 6-B, if any, which shall continue to be paid by the original members of the SAU indicated, and the Sheepscot Valley RSU shall serve as fiscal agent for the SAU for that purpose.
- C. New Capital Project Debt that the Sheepscot Valley Regional School Unit will Issue and/or 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 Sheepscot Valley RSU 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 RSU shall assume liability to pay the bonds, notes and leases purchase agreements listed in Exhibit 6-C.
- D. New Capital Project Debt that the Sheepscot Valley Regional School Unit will Issue but Will Not 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 Sheepscot Valley RSU 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 RSU will not assume liability to pay the bonds, notes and leases purchase agreements listed in Exhibit 6-D.

- E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this plan to the contrary, except where legally required to do so, the Sheepscot Valley RSU will not assume any bond, note or lease agreement as to which the SAU is in breach or has defaulted.
  
- F. Other Debt not Assumed. Except as provided in this section of the Plan, the Sheepscot Valley RSU will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the RSU.

## **(7) Assignment of Personnel Contracts, Collective Bargaining Agreements and Other Contractual Obligations**

A. School Personnel Contracts. All personnel contracts, collective bargaining agreements, and other contractual obligations of the existing Alna, Chelsea, Somerville, Palermo, Westport Island, Whitefield, Windsor, and Wiscasset School Departments are listed in Exhibit 7-A pursuant to section XXXX-43 (5) of Title 20-A MRSA. Individuals on the list who are employed on the day before the operational date shall become employed by the Sheepscot Valley Regional School Unit as of the operation date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing Alna, Chelsea, Somerville, Palermo, Westport Island, Whitefield, Windsor, and Wiscasset School Departments from terminating or non-renewing the employment 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 operation date of the RSU.

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

B. School Collective Bargaining Agreements. The collective bargaining agreements attached as to which the Alna, Chelsea, Somerville, Palermo, Westport Island, Whitefield, Windsor, and Wiscasset School Departments are party shall be assumed by the Sheepscot Valley Regional School Unit as of its operational date. All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the RSU as of the Unit's operational date.

C. Other School Contractual Obligations. With the exception of audit contracts, the Sheepscot Valley School RSU shall accept all new and existing service contracts of the Alna, Chelsea, Somerville, Palermo, Westport Island, Whitefield, Windsor, and Wiscasset School Departments up to 6/30/2010 and in effect on the operational date of the Sheepscot Valley Regional School Unit. Audit contracts for the FY09 school year shall be encumbered by the original district and the existing audit contract will be terminated on June 30, 2009.

**Existing Personnel**

<b>Central Office Staffing 2007-2008</b>	<b><u>Union # 132</u></b>	<b><u>Union # 133</u></b>	<b><u>Wiscasset</u></b>
Superintendent/full time	66%	66%	100%
Assistant Superintendent	66%		
Director, Special Ed	10%	20%	100%
Curriculum & G/T Coordinator			100%
Business Mgr			100%
Finance Manager		20%	
Director, Transportation & Maintenance			100%
Adult Ed Director	50%	40%	100%
Food Service Director			100%
Computer/Tech Coordinator			100%
Accounts Receivable Secretary	66%		50%
Administrative Payroll Secretary	66%		50%
Administrative Assistant	33%	100%	100%
Special Education Secretary	33%	100%	100%

	Alna	Chelsea	Palermo	Somerville	Westport Island	Whitefield	Windsor	Wiscasset
Principals/Administration /Guidance Counselors & Social Workers								
Principal (K-8)		1	.4	.2		1	1	
Principal (K-4)								1
Principal (5-8)								1
Principal (9-12)								1
Asst Principal/Athl Dir							1	1
Guidance Counselor								1.66
Social Worker								2.5
Technology		1	2 P/T			.5	1	1
Admin Asst/Secretary		2		1			2	5.5
Support Staff								
Head Custodian		1				1	1	3
Custodians		2	2	.5		1	1.5	5
Lead Bus Driver		1				1	.1	.25
Bus Driver	2	4	3	1	2	3	4.9	7
Bus Mechanic								1
Ed Tech 1		1	2	0		5	3	3
Ed Tech 2		9	0	1		3	4	17
Ed Tech 3		2	6	2		3	13	5
Food Services Assistant		2	3	1		1	2	6
Food Services Specialist		1				1	1	2
Maintenance								1
Nurse		P/T	P/T	P/T		P/T	P/T	2

*NOTE: Some positions are part-time (P/T)*

## **(8) Existing School Funds and 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) of Title 20-A M.R.S.A., 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 Alna, Chelsea, Palermo, Somerville, Westport Island, Whitefield, Windsor and Wiscasset for any year prior to the year the Sheepscot Valley RSU becomes operational except, however, accrued wages 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 Sheepscot Valley RSU to satisfy its remaining existing financial obligations, and the Sheepscot Valley 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 Sheepscot Valley Regional School Unit sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the Sheepscot Valley Regional School Unit Board may satisfy those obligations from balances that the SAU transfers to the RSU. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the RSU 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 Sheepscot Valley RSU Board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for the 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 Sheepscot Valley RSU Board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the RSU 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 RSU 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.

- B. Remaining Balances. The balance remaining in SAU school accounts after satisfying existing financial obligations in accordance with this Plan shall be paid to the treasurer of the Sheepscot Valley RSU, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4), except as otherwise provided in this Plan. Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, at any time before an SAU has closed its accounts and ceased normal operations.
- C. Reserve Funds. Participating municipalities and SAUs shall transfer remaining balances of reserve funds to the Sheepscot Valley RSU, except as otherwise specified in this plan. 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 a 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 RSU.
- D. Scholarship Funds. Participating municipalities and SAU shall transfer remaining balances of scholarship funds to the Sheepscot Valley RSU except as listed in Exhibit 8-D. Scholarships shall be limited to the original pool of potential recipients, and distributed in the manner as to which they were intended, unless otherwise provided by the donor or by applicable law.
- E. Trust Funds. Participating municipalities shall transfer trust funds to the new RSU except as listed in exhibit 8-E. The RSU board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

## **(9) Transition Plan and Timetable**

### **A. Guiding Principle. The plan's guiding principle is to minimize disruption during school reorganization.**

A guiding principle of the plan is to ensure that the reorganization of the member schools in the Sheepscot Valley Regional School Unit minimizes as much as possible any disruption to the schools' educational programs.

Upon the Commissioner's approval of the Plan (assumed end-August, 2008), the RPC shall undertake such tasks as the following:

1. In accord with Section 12, undertake a methodical, detailed and comprehensive analysis to project transition costs and long-term savings from reorganization, and how such savings will be achieved. The analysis is to be completed in time for review by voters prior to the September, 2008 plan referendum, and should include a comparison of projected tax impacts with the school reorganization with projected tax impacts without school reorganization.
2. Review the current member school boards' budgets for fiscal year 2008-2009, and, where possible, propose that provisions be made in the budgets for funding transition costs in FY 2008-2009 to support the work of the Sheepscot Valley Regional School Unit Board until it is operational in FY 2009-2010, to be paid by the member municipalities in accordance with the cost sharing agreement. An estimate of \$35 per student is suggested (for planning purposes only).
3. Provide information to the voters on the member municipalities regarding the plan and its implementation status, educational benefits and costs.
4. Complete such other pre-reorganization tasks as may be appropriate.

The Regional Planning Committee shall be dissolved upon the initial convening of the Sheepscot Valley Regional School Unit Board.

B. Reorganization Timetable. The timetable for adoption and implementation of the reorganization Plan is as follows: (Refer to Appendix 9 for detailed timeline)

- **September 24<sup>th</sup>, 2008:** Submit reorganization Plan to form the Sheepscot Valley Regional School Unit to the Commissioner of Education for approval. (Assume approval end-September, 2008)
- **November 4<sup>th</sup>, 2008:** The reorganization plan to form the Sheepscot Valley Regional School unit is submitted by referendum to the voters of the member towns.
- **January, 2009:** The RSU Board members are elected;
- **January thru April, 2009:** Sheepscot Valley Regional School Unit Board of Directors hires a superintendent, consolidates policies and procedures, develops an RSU budget for FY 2009-2010 and performs other consolidation duties as outlined in the Transition Timeline.
- **Spring 2009:** Referendum Validation Process for the RSU Budget, FY 2009-2010.
- **July 1, 2009:** The Sheepscot Valley Regional School Unit is operational.

C. Transition Plan for the RSU from FY 2008/09 to FY 2009-/10. In accordance with 20-A M.R.S.A. § 1461-A, the Sheepscot Valley Regional School Unit Board of Directors 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 Sheepscot Valley Regional School Unit.

The Sheepscot Valley Regional School Unit Board shall select a superintendent of schools in accordance with Sections 1051 and 1461-A(1) of Title 20-A. During the interim period, the salary, office and other expenses of the superintendent, as well as the cost of the Sheepscot Valley Regional School Unit Board, including insurance, shall be allocated to the member towns in accordance with the cost sharing plan.

The Sheepscot Valley Regional School Unit Board shall propose and approve a recommended budget in accordance with 20-A M.R.S.A. 1461-A for the first operational year for submission to the voters in the Sheepscot Valley Regional School Unit.

- D. Transition Plan for Personnel and Other Policies. All personnel and other policies existing in the previous school districts shall continue to apply (and with the personnel policies, to the same employment positions) after they become part of the Sheepscot Valley RSU until such time as the Sheepscot Valley RSU Board and superintendent develop and adopt unit-wide policies in accordance with applicable law, for application after the Sheepscot Valley RSU's operational date.
- E. General Authority of the RSU Board to Implement the Plan. The Sheepscot Valley RSU Board shall be authorized to take all other actions and shall have all other authority provided under state law in accordance with 20-A M.R.S.A. § 1461-A(3) to prepare for the Sheepscot Valley Regional School Unit to become operational on July 1<sup>st</sup> of the first operational year.
- F. Relationship Between RSU Board And Existing School Boards During Transition Period. Transitional board. This section describes the powers and authorities of the RSU board that has been elected subsequent to the electorate's decision to form an RSU, but prior to the official start date of the RSU. Pursuant to 20-A MRSA 1461-A, this body:
1. selects a superintendent;
  2. prepares and approves the annual budget for the first fiscal year of the RSU;
    - a) At its first meeting, the interim RSU board shall elect an interim finance committee, to serve until the start-up date of the RSU. The finance committee shall meet individually with each local school committee to review and assume responsibility for the following year's budget at whatever state it exists at that time. The finance committee may invite participation in any of these local meetings from local school board members or any others they see fit whose participation they feel will facilitate this process. It is recommended that the finance committee solicit from each local school committee one representative to serve on the finance committee in a non-voting capacity.
    - b) Nothing in this section prohibits the finance committee from requesting follow-up meeting(s) with any local school committee or other body.

3. expends start-up funds for the RSU; and,

Start-up funds of \$80,000 are authorized, with distribution of those costs as provided in law. This amount may be increased by a specific amount by a vote of the interim RSU board, subject to local school committees approving the disbursement of funds from their resources.

4. takes all other actions provided under state law to prepare the RSU to become operational on July 1 for the first operational year, including incurring expenses to be allocated among the RSU's member school administrative units in accordance with the cost-sharing formula.

## **(10) Public Meetings Held to Prepare For the Reorganization Plan**

Refer to Appendix 10

## **(11) Plan if One or More Towns Reject Consolidation Plan**

1. If one or more municipality's voters reject the plan, but the municipalities supporting the plan have 1200 or more qualifying students, the RSU will form with the supporting towns.
2. If the towns whose voters adopt the plan have fewer than 1200 but no less than 1000 students, a reconstituted RPC will reconvene with representatives of the towns that voted favorably. The reconstituted RPC will consider canvassing surrounding towns seeking additional partners. If, after this effort, the RSU still has less than 1200 but no less than 1000 students, it may seek approval as a regional school unit pursuant to PL 2007, Ch. 240, Sec. XXXX-36(6).

If this request is rejected, the RSU will not form and each town will become an independent municipal school system and be authorized to seek whatever opportunities are lawful at that time.

3. If Wiscasset's voters reject the plan, the Sheepscot Valley RPC will reconvene to seek guaranteed placements for all secondary students and resubmit plan to Commissioner for approval and to voters as required under law.

In any of the cases in this section, the cost sharing formula will apply and the governance structure will include the same number of directors for each municipality as would have been the case if all towns had adopted the plan.

All other provisions of the plan would apply as approved unless they violate the law, in which case those provisions alone would be renegotiated by the interim RSU members of supporting towns and decided by majority vote.

### **Adding Municipalities to RSU**

If the voters of any town represented on the Sheepscot Valley RPC reject the consolidation plan, that municipality may be added to the RSU at the start of the next fiscal year without prejudice if their voters, in a follow-up vote, approve the plan within 6 months of the date of initiation of the RSU.

If, after the RSU has been in operation for one or more years, a non-participating school administrative unit would like to be added to the RSU, 20-A M.R.S.A. § 1465 shall apply.

## **(12) Estimate of Cost Savings to be Achieved**

NOTE: Estimate does not include potential merger costs, which are likely to offset savings in the short term.

- A. System Administrative Costs (General). The planned FY2009 per pupil system administration costs for Wiscasset, the Union 133 Towns of Windsor, Somerville and Palermo, the Union 132 Towns of Chelsea and Whitefield, exceed \$204. The table below presents this information for FY09. These costs are targeted for reduction by the State Department of Education and the Sheepscot Valley Regional School Unit, and include: superintendent's office and school committee. They do not include special education administration.

<b>School Unit:</b>	<b>FY2009 Planned Per Pupil Cost:</b>
Alna	\$222
Chelsea	\$366
Palermo	\$302
Somerville	\$302
Westport Island	\$280
Whitefield	\$366
Windsor	\$302
Wiscasset	\$612

**Regional Per Pupil Average: \$396**

- B. System Administrative Staff. Beginning July 1, 2009, the Sheepscot Valley Regional School Unit will REDUCE staff for System Administration, from the current level of 10 FTE's in the categories of: Superintendent, Asst. Superintendent, Finance Manager, Finance Assistant, Administrative Assistant and Secretary), to a consolidated level of 7.5 FTEs. This equates to a REDUCTION of 2.5 FTEs, which is 25% FEWER personnel.

For comparative purposes only, FY08 state average salaries (Re: Maine D.O. E. Administrative Model #2-System size of 2500 students), were used in comparison to current staff salary and benefit data (From FY09 proposed central office budgets in Wiscasset, Union 133 Towns of Windsor, Palermo and Somerville and Union 132 Towns of Chelsea and Whitefield). The resulting estimate for 7.5 FTEs, at state average salary/benefits is LOWER than current planned expenditures in FY09 for 10 FTEs.

**C. RSU Central Office Staff for System Administration:**

<b>Position:</b>	<b>RSU:</b>	<b>Current:</b>	<b>Differential:</b>
Superintendent	1	2.33	<1.33>
Asst. Superintendent	1	.66	.34
Finance Manager	1	1.2	<.2>
Financial Asst/Bookkeeper	3	2.3	.7
Administrative Assistant	1	2.5	<1.5>
Secretary/Clerical	.5	1	<.5>
<b>TOTAL:</b>	<b>7.5</b>	<b>10</b>	<b>&lt;2.5&gt;</b>

In consideration of employment terms for administrators (Pre-consolidation), the RSU must assume for planning purposes, that existing central office superintendents and assistant superintendents will be "absorbed" either in central office, or critical business-related roles. The RSU Board, in accordance with applicable law, will determine duty assignments and compensation (Which shall not be reduced as a result of consolidation) of existing system administrators for the duration of current contract terms. By law the Sheepscot Valley RSU Board shall employ the following administrators for the duration of terms shown, unless acceptable alternatives are developed by mutual agreement:

<b>Name/Title:</b>	<b>System(s):</b>	<b>Term Ending Date:</b>
Mr. Francis Boynton Superintendent <i>- (66% of Current to New RSU)</i>	Chelsea, Whitefield	June 30, 2012
Mr. Jay McIntire Superintendent <i>- (Full-Time, 100% of Current to New RSU)</i>	Wiscasset, Alna, Westport Island	June 30, 2013
Mr. Gregory Potter Superintendent <i>- (Part-Time, 100% of Current 180 Days to New RSU)</i>	Windsor, Palermo, Somerville	June 30, 2010
Mrs. Elaine Nutter Asst. Superintendent <i>- (66% of Current to New RSU)</i>	Chelsea & Whitefield	June 30, 2012

## **(13) Other Matters Determined to be Necessary**

### **Sheepscot Valley RSU Communication Plan**

Governance functions and central office functions will be consolidated.

The cost sharing formula will be fair and equitable to all communities.

The Sheepscot Valley Regional School Unit will enhance and promote educational opportunities, and contain rising school costs.

Working together we will preserve existing educational excellence and provide new opportunities for our communities.

### **RSU Board Vacancy**

The RSU board is recommended to adopt a policy addressing RSU board-declared vacancy caused by absenteeism at its earliest practical convenience.

### **School Calendar**

The interim RSU board may allow variations in school calendar in the first operational year, as necessary to align as much as is practical with applicable vocational educational centers and receiving high schools.

## **(13-A) Plans to Reduce Administration, Transportation, Building/Maintenance and Special Education**

Re: Sec. XXXX-26, Parameter F:

- A. Adverse Effect to Instruction in FY 2008-2009. The Sheepscot Valley Regional School Unit will not be constituted for FY 2008-2009, (Start up date intended for July 1, 2009). Administrative functions and duties of non-instructional personnel for system administration, transportation, special education and facilities and maintenance will not be affected in 2008/2009, thus rendering Sec. XXXX-26, Parameter F "non-applicable."
- B. System Administrative Facilities. In addition to personnel reductions, the RSU will consolidate facilities for system administration from the current equivalent of 2.66 (with utilities and overhead, such as rent, property and casualty insurance, fire/burglar alarm monitoring, contracted services, heat, electricity, telephone etc.), to just one (1) facility. This would equate to a 62.41% reduction in actual (physical) facilities. An estimate of savings in real dollars is somewhat difficult; however, assuming that one facility of adequate size to house administrative functions is sufficient, an approximate annual cost of \$60,000 vs. current combined costs of approximately \$90,000.00, could result in a 33% REDUCTION in these expenses.
- Note: The above estimate includes space needed for administration of business functions, but does not assume sufficient space to house adult education or alternative education for secondary students.*
- C. Summary. Consolidation's estimated potential effect on regional per pupil cost of system administration, using FY 2009 planned regional costs:

1. New RSU: \$317 pp
2. Using \$317 = \$79 pp

**Consolidated Potential of:  
\$79 per pupil SAVINGS, or 20% per pupil**

In sum, from a fiscal standpoint, when considering the long-term impact of consolidation on system administrative efficiency, it appears that no adverse impact on instructional programming will result; however, costs associated with merging school systems in the proposed region will likely offset these savings in the short-term.

## **(13-B) Cost Sharing in Regional School Unit**

A. Guiding Principles for Cost Sharing. The following Guiding Principles were used in developing the cost sharing plan:

1. Cost sharing will be done in as fair and even-handed manner as possible for each member town.
2. Sheepscot Valley RSU will seek to achieve maximum efficiency within the framework of providing high quality education to our students in the use and sharing of all resources.

B. First Three Years of Operation. The School Administrative Units coming together in the Sheepscot Valley Regional School Unit agree to share costs in accordance with Total Local Contributions of the School Administrative Units for fiscal year 2008-2009 (Total Local Contribution is the sum of all amounts raised for fiscal year 2008-2009 for the K-grade 12 school budget, including the amount raised by applying the mill rate expectation to state valuation for the local share of EPS costs, additional local funds amount, and non-state funded debt service amount, plus all other locally provided funds appropriated for the K-grade 12 budget from other sources, including carry forwards, and reserve funds) in the following manner:

Using the Total Local Contribution of each SAU for Fiscal Year 2008-2009, the school year immediately preceding the year the SVRSU is formed, a percentage for each SAU of the sum of the Total Local Contributions for the entire SVRSU will be established. This percentage will be applied to the amount that is raised in the budget for the SVRSU in the first three years of operation. The following is an example of how this would apply:

<b>Town</b>	<b>2007-2008 Total Local Contribution</b>	<b>Percent of Allocation in First Three Years</b>
<b>Alna</b>	\$797,551	5.95%
<b>Chelsea</b>	\$1,681,565	12.54%
<b>Palermo</b>	\$1,242,698	9.26%
<b>Somerville</b>	\$781,631	5.83%
<b>Westport Island</b>	\$1,084,582	8.09%
<b>Whitefield</b>	\$1,843,612	13.74%
<b>Windsor</b>	\$1,333,644	9.94%
<b>Wiscasset</b>	\$4,647,874	34.65%
<b>Total</b>	\$13,413,157.00	100%

Notwithstanding anything to the contrary in this Plan, however, each municipality shall raise the amount established by Section 15688(3-A) of Title 20-A as its required contribution to the "total cost of education," as that term is defined in Section 15688 of Title 20-A, that is appropriated by the RSU, and any additional amount required hereunder shall be for purposes of local cost sharing. If the amount raised by a municipality under this formula results in an amount that is greater than the amount that the municipality is required to raise as its share of the RSU's budget, the additional amount raised shall be reallocated to the other municipalities under the "Tax Distribution Safety Net" provision of this Plan.

- C. Subsequent Years of Operation. Within the first three years of operation the RSU Board will review the percentages of actual Total Local Contributions and may in accordance with the provisions for Altering the Cost Sharing Agreement, develop an alternate cost sharing formula for a minimum of three years.

Local adult education costs shall be shared according to the cost sharing formula.

The cost share formula will remain in effect unless altered in accordance with the process outlined in the "Altering the Cost Sharing Formula" (section E).

- D. Taxation Distribution Safety Net. In any fiscal year in which the application of the RSU's funding formula would otherwise result in one or more towns having a total decrease of local tax dollars raised for education<sup>1</sup> of 3% or more, the following will apply:

1. Each town described above (contributors) will raise additional tax dollars equal to half of the difference between their prior year's tax burden and that anticipated under the RSU funding formula.
2. Additional monies raised under #1 will be used to reduce the tax burden of any towns in the RSU anticipating an increase in total local tax burden that exceeds 3% (receivers). These reductions will be distributed among such towns on the basis of their proportional increase above 3% of the total local contribution from the prior year until each has no larger year-to-year increase than 3%, to the extent possible. Since the initial cost sharing formula is based upon fixed percentages. It is recognized that this provision will not have applicable effect unless the initial cost sharing formula has been changed.

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<sup>1</sup> For purposes of this section, "local tax dollars raised for education" means the tax dollars raised to serve the purposes of the RSU. It does not include taxes raised for other educational purposes or for purposes that are otherwise required by law to be the obligations of municipalities, not the RSU.

3. In any year when the amounts raised under #1 exceed the amounts needed to hold local taxation amounts constant, the additional monies raised shall be invested in an account to be used for major capital expenses of the RSU, or as otherwise authorized by the RSU voters.
  4. If in any given year the RSU board determines that it has adequate money invested in its long-term capital improvement account to meet its foreseeable needs, it may redirect the additional funds realized under #3 for other educational purposes, in accordance with the approved budget or other authorization by the RSU voters.
- E. Altering the Cost Sharing Formula. If the Board in its sole discretion decides that the cost sharing formula should be revised , effective for operational year four or thereafter, in order to provide greater balance in the cost sharing agreement, the Board shall utilize the following procedure to make any changes it deems advisable:
1. The Board shall conduct a review and study of the cost sharing formula as it has been used during the prior three years or more and the implications of its continued use for subsequent years. In doing so, the Board shall consider variations in local costs that have occurred as a result of implementation of the cost sharing plan.
  2. The Board may choose to conduct the review as a full Board, or to assign it to an appropriate Board sub-committee. By majority vote the Board may determine to employ a qualified consultant or consultants to conduct the review and bring any recommended changes to the Board for consideration.
  3. If cost sharing changes are recommended by the Board, the Board will present those changes for discussion and review at a public hearing held for the residents of the RSU.
  4. Following the public hearing, the Board shall complete a final review and consideration of the recommended changes as part of a regularly announced Board meeting. The Board may amend the proposed changes to the cost sharing formula presented at the public hearing.
  5. If the Board decides to proceed with changes to the cost sharing formula, the changes shall be presented to the public for ratification through a District wide referendum or a District wide meeting. The Board may also choose to include such changes as part of the regularly scheduled District Budget meeting or at the following District Budget validation referendum.

6. The meeting (or referendum) will be preceded by a public hearing on the proposed changes at which time, a complete impact analysis of the changes will be explained to the public both in writing prior to the hearing and verbally at the hearing. The writing shall be deemed sufficient if made available on the RSU website prior to the hearing and made available at the hearing. An objection to the availability, sufficiency or accuracy of the impact analysis or explanation shall not be a sufficient basis to enjoin or invalidate the public hearing or the subsequent District wide meeting (or referendum) if called by the Board, or to overturn the action of the voters at that meeting (or referendum).
7. The voting process and public hearings will otherwise be conducted in compliance with applicable state law and RSU Board policy.
8. The RSU Board shall review the cost sharing plan in the above manner at least every five (5) years, for the purpose noted in statement #1 above. Any change in the cost sharing formula shall become effective for the first budget year commencing at least 90 days after the action of the voters, and shall remain in effect for a minimum of three (3) years.
9. Notwithstanding the previous subsection, should the Board decide not to consider any changes in the formula in the years designated for review, a petition signed by a number of voters that is at least 10% of the number of voters from the RSU who voted in the last gubernatorial election or 20% of voters of a member town in the last gubernatorial election shall cause the Board to conduct the review and to report the decisions that come from that review at a regularly scheduled meeting of the Board.
10. The decision of the RSU Board with regard to recommending or not to recommend changes in the cost sharing agreement shall be final and binding on the RSU, unless State Statute provides for other means of addressing changes in the cost sharing agreement.

## **(13-C) Election of Initial Board of Directors**

### **Initial Election**

Election; interim secretary; duties. Pursuant to 20-A M.R.S.A. § 1472, 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 purposes of electing an interim secretary of the regional school unit and determining a date for the election of the initial regional school unit board. 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 must be conducted in accordance with 20-A MRSA 1473, except that the election duties of the secretary and the regional school unit board must be performed by the interim secretary. The duties of the interim secretary are described in 20-A MRSA 1472-A.

### **Election Of Regional School Unit Board**

- A. Nominations. For the purpose of nominations, regional school unit board directors are considered municipal officials and must be nominated in accordance with Title 30-A, chapter 121 (MEETINGS & ELECTIONS) or with a municipal charter or ordinance, whichever is applicable.
- B. Special provisions. In the election for representation under the methods provided under 13-C Initial Election, the provisions of this subsection apply.
1. Nominations for directors must be made on petitions provided by the regional school unit secretary. The petitions must be signed as provided in Title 30-A, section 2528, subsection 4 or, if the candidate is a voting resident in a municipality having a population of less than 200, signed by at least 20% of the registered voters of that municipality;
  2. The petitions must be submitted to the registrar of voters in the respective municipalities for certification of the voting residence of the nominee and of the voters signing the petition;
  3. The registrar of voters must return the certified petitions to the regional school unit secretary not later than 30 days prior to the date of the annual election to be held in the municipality;

4. The ballots must be prepared and distributed by the regional school unit secretary. It must give the number of offices to be filled and list the candidates by the municipality in which they are a resident;
5. Notwithstanding any other provision of law, regional school unit board directors must be elected by secret ballot;
6. If member municipalities do not all conduct the election for directors on the same date, then all ballots cast in the elections must be impounded by the clerk of each municipality:
  - A. After all municipalities have voted, the clerks and one or more election supervisors designated by the municipal officers of each municipality shall meet at an agreed-upon location and tally the ballots;
  - B. The tally must be completed within one day of the last member municipality election;
  - C. The election supervisors shall select from among their members a chair, who shall supervise the tally of ballots; and
  - D. The clerk of each municipality shall as promptly as possible after the election certify to the regional school unit board the result of the voting in that municipality; and
7. Any recount petitions must be filed with the secretary of the regional school unit, and recounts must be conducted in each member municipality, in accordance with applicable laws.

## **(13-D) School Choice**

**All school choice policies in effect on June 30, 2009 will be preserved in the RSU. The policies in effect on the date of this plan's submission are described herein. Copies of Alna, Chelsea and Westport Island's existing policies can be found in Appendix 13-D.**

- A. Regular Education Programs. The town of Wiscasset operates a K-12 school program for all students at present and this will be expected to continue into the new RSU.

The towns of Chelsea, Palermo, Somerville, Whitefield, and Windsor provide K-8 programs in self-contained programs in each town.

- B. Choice/Contract.

Prior to RSU formation the towns of Alna and Westport Island provide choice to all students in kindergarten through grade 12. These towns have contracts with the Wiscasset School Department stipulating that Wiscasset agrees to accept all of their students who elect to enroll at Wiscasset schools. Their contracts further stipulate that the Wiscasset School Committee sets a tuition rate not to exceed the allowable tuition rate established by the state. Both Alna and Westport Island School Departments have policies (JFAAA) that their towns "will pay tuition to receiving schools up to, but not to exceed, the contracted tuition rate." In practice, the contracts and policies have resulted in "insured value factor" being paid by parents, not the towns. Alna's policy is even more specific, stipulating that the "insured value factor" is not paid by the town, but is the parents' responsibility. This provision has been reviewed and found lawful by the attorney general's office. Private schools, upon their request, have received copies of these provisions and have billed parents.

Prior to RSU formation the town of Chelsea has two contracts as listed in the following chart and allows choice. By policy, if parents choose to send their student to a secondary school other than a contract school, the parents are required to pay 10% of the state average cost of tuition for that student to attend that secondary school.

Prior to RSU formation the towns of Palermo, Somerville, Whitefield, and Windsor provide 9-12 choice for all students. Students use up to the state average tuition rate to attend the D.O.E state-approved school of choice.

School choice provisions including the insured value factor are not to be changed as a result of this plan, except as required by law. Therefore, the following provisions shall govern school choice in the Sheepscot Valley RSU:

1. **Alna and Westport Island Residents:** Students in grades K-12 residing in Alna or Westport Island with their parent(s) or guardian with legal custody may attend:
  - A. a Sheepscot Valley RSU school; or
  - B. another public school or approved private school chosen by the parent(s) or guardian. Sheepscot Valley RSU shall pay the maximum allowable tuition pursuant to 20-A M.R.S.A. § 5804, § 5805 and § 5806. If the tuition payable to the choice school exceeds the Sheepscot Valley Regional School Unit tuition rate, the additional expense pursuant to 20-A M.R.S.A. § 1479, sub-section 5 shall be an additional local assessment to the responsible municipality. The municipality may then assess the parent(s) for the amount of tuition paid over the established tuition rate for the RSU, including the Insured Value Factor.
  
2. **Chelsea Residents:** Secondary students residing in Chelsea with their parent(s) or guardian with legal custody may attend:
  - A. a Sheepscot Valley RSU school;
  - B. a school in a school administrative unit with which the Chelsea School Department had a tuition contract as of the operational date of the Sheepscot Valley RSU, in which case the Sheepscot Valley RSU shall pay the tuition established by the contract; or
  - C. another public school or approved private school chosen by the parent(s) or guardian. Sheepscot Valley RSU shall pay the maximum allowable tuition pursuant to 20-A MRSA Sections 5804, 5805 and 5806. If the tuition payable to the choice school exceeds the Sheepscot Valley Regional School Unit tuition rate, the additional expense pursuant to 20-A MRSA Section 1479 sub-section 5 shall be an additional local assessment to the responsible municipality. The municipality may then assess the parent(s) for the amount of tuition paid over the established tuition rate for the RSU. Consistent with established policy prior to the operational date of the RSU, Chelsea may assess the parent(s) 10% of the maximum allowable tuition.
  
3. **Palermo, Somerville, Whitefield, and Windsor Residents:** Secondary students residing in Palermo, Somerville, Whitefield or Windsor with their parent(s) or guardian with legal custody may attend:
  - A. a Sheepscot Valley RSU school; or
  - B. another public school or approved private school chosen by the parent(s) or guardian. Sheepscot Valley RSU shall pay the maximum allowable tuition pursuant to 20-A M.R.S.A. § 5804, § 5805 and § 5806. If the tuition payable to the choice school exceeds the Sheepscot Valley Regional School Unit tuition rate, the additional expense pursuant to 20-A M.R.S.A. § 1479, sub-section 5 shall be an additional local assessment to the responsible municipality. The municipality may then assess the parent(s) for the amount of tuition paid over the established tuition rate for the RSU.

## Tuition Contracts

In existence at the date of this plan:

<u>SAU</u>	<u>Other Party</u>	<u>Description</u>	<u>Termination Date</u>
Alna	Wiscasset	K-12	annual
Chelsea	Augusta	9-12 (35% of students)	June 30, 2012
Chelsea	MSAD 16	9-12 (unlimited students)	June 30, 2012
Westport Island	Wiscasset	K-12	annual

## School Choice

<u>SAU</u>	<u>Description</u>	<u>Grades</u>
Alna	Parent/student choice of school	K-12
Chelsea	Parent/student choice of school	9-12
Palermo	Parent/student choice of school	9-12
Somerville	Parent/student choice of school	9-12
Westport Island	Parent/student choice of school	K-12
Whitefield	Parent/student choice of school	9-12
Windsor	Parent/student choice of school	9-12
Wiscasset	Provides a K-12 program in district	K-12

## **(13-E) Claims and Insurance**

The parties are aware of the lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of plan date approval, as follows:

A list of all claims existing at the time of RSU formation:

<b>Alna:</b>	None presently
<b>Chelsea:</b>	None presently
<b>Palermo:</b>	None presently
<b>Somerville:</b>	None presently
<b>Westport Island:</b>	None presently
<b>Whitefield:</b>	1 Workers Compensation claim
<b>Windsor:</b>	1 Workers Compensation claim active
<b>Wiscasset:</b>	None presently

## **(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 adopted the following vote:

VOTED: That the provisions included in the school reorganization plan prepared by the Sheepscot Valley Reorganization Planning Committee to reorganize Alna School Department, Chelsea School Department, Palermo School Department, Somerville School Department, Westport School Department, Whitefield School Department, Windsor School Department, and Wiscasset School Department 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 August 15<sup>th</sup>, 2008.

*Note: Adoption of this vote does not necessarily mean that the governing body of the school administrative unit endorses the school reorganization plan. This vote is required in order for the school reorganization plan to include "such other matters as the governing bodies . . . determine to be necessary" under Section XXXX-36(5)(M) of the school reorganization law and in order for the plan to be submitted to the Commissioner of Education by the school administrative unit as required by Section XXXX-36(4).*

Date of public meeting at which each school committee voted to submit plan.

Alna	[08-11-2008]
Chelsea	[08-04-2008]
Palermo	[08-11-2008]
Somerville	[08-07-2008]
Westport	[05-27-2008]
Whitefield	[08-07-2008]
Windsor	[08-06-2008]
Wiscasset	[08-11-2008]

## **(13-G) RSUs With Fewer Than 2,500 Students**

The towns in Sheepscot Valley RSU have 2,215 K-12 students, as follows:

Alna	96
Chelsea	392
Palermo	216
Somerville	81
Westport Island	100
Whitefield	338
Windsor	419
Wiscasset	<u>573</u>
<b>Total</b>	<b>2215</b>

### Population density

The RSU's 2,215 students are distributed across 8 towns covering approximately 224 square miles, for a total population density of 65 persons per square mile. See Appendix 1.

### Other unique circumstances

The unique circumstance is the secondary choice concern raised by the communities.

## **(13-H) CTE Region(s)**

Not applicable to the Sheepscot Valley RSU.

# **APPENDICES**

Appendix 1 *	Regional Census Data and Population Density
Appendix 5	<b>Disposition: Property &amp; Fixtures Listing</b> <ul style="list-style-type: none"><li>➤ Exhibit 5-A – List of Real Property &amp; Associated Fixtures NOT to be Transferred</li><li>➤ Exhibit 5-B – List of Personal; Property, Furnishings, Curriculum Materials &amp; Inventories NOT to be Transferred</li><li>➤ Exhibit 5-C – List of Shared or Jointly Used Real or Personal Property to be Transferred</li></ul>
Appendix 6	<b>Disposition: Existing School Indebtedness and Lease-Purchase Obligations</b> <ul style="list-style-type: none"><li>➤ Exhibit 6-A – List of Bonds, Notes and Lease-Purchase Agreements for Which the RSU will Assume Liability</li><li>➤ Exhibit 6-B - List of Bonds, Notes and Lease-Purchase Agreements for Which the RSU will NOT Assume Liability</li><li>➤ Exhibit 6-C - List of Capital Project Debt for Which the RSU will Assume Liability</li><li>➤ Exhibit 6-D - List of Capital Project Debt for Which the RSU will NOT Assume Liability</li></ul>
Appendix 7	<b>Individual Employment Contracts</b> <ul style="list-style-type: none"><li>➤ Exhibit 7-A – Existing Personnel Contractual Agreements</li></ul>
Appendix 8	<b>Disposition: Existing School Funds and Financial Obligations</b> <ul style="list-style-type: none"><li>➤ Exhibit 8-D - List of Scholarship Funds that SHALL NOT be Transferred to the RSU</li><li>➤ Exhibit 8-E - List of Trust Funds that SHALL NOT be Transferred to the RSU</li></ul>
Appendix 9	Transition Timeline
Appendix 10	Public Meeting Documentation

*Note \*: not all sections have an associated appendix so numbering is not consecutive*

## **Appendix 1 - Regional Census Data and Population Density**

Based on 2006 State Data

	<u>Population Census</u>	<u>Square Miles</u>	<u>Density</u>
Alna	683	20.99	32.53930443
Chelsea	2688	19.59	137.2128637
Palermo	1358	43.54	31.18971061
Somerville	537	22.79	23.56296621
Westport Island	821	8.92	92.04035874
Whitefield	2234	47.47	47.06130187
Windsor	2297	35.5	64.70422535
Wiscasset	3871	24.76	156.3408724
<b>RSU TOTAL</b>	<b>14489</b>	<b>223.56</b>	<b>64.81034174</b>

## **Appendix 5 - Disposition: Property & Fixtures Listing**

### **Exhibit 5-A – Real Property Interest NOT to be Transferred**

A list of real property interest and associated fixtures that shall NOT be transferred to the RSU. To the extent not specified below, final boundaries of each excluded property to be determined by the RSU board in consultation with the applicable towns.

**Alna:** None.

**Chelsea:** Town office building.

**Palermo:** A separately deeded 18 acres town plot behind the Palermo Consolidated School building/lot defined by existing deed.

**Somerville:** Gazebo and property surrounded by current driveway and Route 105 shall remain in town possession. The parcel of land not currently used for school purposes that is intended to support access to and use of the salt/sand shed and fire department garage.

**Westport Island:** None.

#### **Whitefield:**

1. Sculpture located in the front common of the Whitefield Elementary School. This sculpture will remain property of that school until such time as the school is no longer utilized for educational purposes. At such time the sculpture will then become the property of the Town of Whitefield.
2. Athletic fields – The RSU will have exclusive rights to the fields during normal school hours. During the school athletic seasons the School Department will have priority in use of fields Mon – Sat for scheduled competitive events (including make-up games); and for practices Mon – Sat the practice hours to be negotiated in conjunction with other community athletic/recreational departments, who shall have access to fields at times that do not interfere with scheduled competitive events or normal practice hours, subject to reasonable community access policies of the RSU. Maintenance costs of these fields is to be shared by the RSU and the applicable community athletic/recreational department through either a lease or use agreement where the town takes over all maintenance of the fields for a fee OR a lease agreement where current maintenance practices and funding is kept in place OR as the parties may otherwise agree. This will be reviewed at the same 3 year window as the financial cost sharing formula.

**Windsor:** None.

## **Wiscasset:**

1. Wiscasset High School athletic fields – The RSU will have exclusive rights to the fields during normal school hours. During school athletic seasons the School Department will have priority in use of fields Monday thru Saturday for scheduled competitive events (including make-up games); and for practices Monday thru Saturday the practice hours to be negotiated in conjunction with other community athletic/recreational departments, who shall have access to fields at times that do not interfere with scheduled competitive events or normal practice hours, subject to reasonable community access policies of the RSU. Maintenance costs of these fields are to be shared by the RSU and the applicable community athletic/recreational department through either a lease or use agreement where the town takes over all maintenance of the fields for a fee OR a lease agreement where current maintenance practices and funding is kept in place OR as the parties may otherwise agree. This will be reviewed at the same 3 year window as the financial cost sharing formula.
2. Superintendent Office building and property.
3. Alternative Education Building and property – Due to the proximity to the community playground, the town shall retain ownership and shall work out a lease agreement with the RSU.
4. Wiscasset Middle School tennis courts – These courts are specifically listed as town property and not part of the Wiscasset Middle School campus.

All real property currently associated with the Wiscasset Middle School WILL be transferred to the new RSU district with the following considerations:

Wiscasset Middle School campus – Depending on the timing of the RSU formation there is the potential and probability that the current middle school and site will be closed through a building consolidation process that has already begun. When that happens, the property will, for all intents and purposes, revert back to the Town of Wiscasset. If the Wiscasset primary and high school projects are completed before the operative date of the RSU, the Wiscasset Middle School campus shall remain the property of the town and shall not be transferred to the RSU. If the RSU becomes operative before the projects are completed, the town shall lease the Wiscasset Middle School campus to the RSU for \$1, until completion of the projects and the completion of any then current semester of school, plus a reasonable period for the RSU to remove its school equipment, furnishings and other personal property to be removed, provided that during the term of this lease the RSU shall be solely liable for all costs of maintenance, utilities and insurance for the Middle School. The lease termination at such time shall not require any action by the RSU board.

### **Exhibit 5-B – Personal Property, Furnishings & Curriculum NOT to be Transferred**

A list of personal property, furnishings, curriculum materials and inventories that shall NOT be transferred to the RSU.

- **Alna:** None
- **Chelsea:** None
- **Palermo:** None
- **Somerville:** None
- **Westport Island:** None
- **Whitefield:** None
- **Windsor:** The generator that is located at the Windsor Elementary School for the purpose of providing a sanctuary for the community in times of need.
- **Wiscasset:** Upon closure of the Wiscasset Middle School or, as applicable, other termination of RSU rights to that property, only that personal property deemed necessary for educational purposes by the RSU board shall be transferred to the RSU. All other personal property shall remain property of the Town of Wiscasset and not be transferred to the RSU.

### **Exhibit 5-C – Jointly Shared/Used Property to be Transferred**

A list of shared or jointly used real or personal property transferred to the RSU.

- **Alna:** None
- **Chelsea:** None
- **Palermo:** None
- **Somerville:** The Somerville town office is located in one room adjacent to the gymnasium at the Somerville school. Unless otherwise terminated by the Town, the current arrangement is to remain in place so long as the school continues to be owned by the RSU.
- **Westport Island:** None
- **Whitefield:** None
- **Windsor:** None
- **Wiscasset:** None

**Appendix 6 - Existing School Indebtedness and  
Lease-Purchase Obligations**

**Exhibit 6-A – Bonds, Notes & Lease Purchases**

A list of bonds, notes and lease purchase agreements for which the Sheepscot Valley RSU WILL assume liability:

<b>Alna:</b>	None presently
<b>Chelsea:</b>	None presently
<b>Palermo:</b>	<ul style="list-style-type: none"> <li>➤ Lease purchase agreement on 1 copier</li> <li>➤ Lease purchase agreement on 1 bus</li> </ul>
<b>Somerville:</b>	Lease purchase agreement on 1 copier
<b>Westport Island:</b>	None presently
<b>Whitefield:</b>	None presently
<b>Windsor:</b>	<ul style="list-style-type: none"> <li>➤ Lease purchase agreement on 1 copier</li> <li>➤ Lease purchase agreement on 1 bus</li> <li>➤ Debt service incurred for school addition, renovation, and remodel approved for state subsidy</li> </ul>
<b>Wiscasset:</b>	<ul style="list-style-type: none"> <li>➤ Bond for Wiscasset Middle School capital improvement (roof &amp; ventilation system)</li> <li>➤ Lease purchase agreement on 14 copiers</li> </ul>
<b>Union # 133</b>	<ul style="list-style-type: none"> <li>➤ Lease purchase agreement on 1 copier - shared between Palermo (31%), Somerville (10.5%) and Windsor (58.5%)</li> <li>➤ Maintenance contract for copier</li> </ul>

**Table for Exhibit 6-A - Contract Amounts/Dates**

Item	Yr. Issued	Original Principal Amount	Acquired /Contracted /Renovated	Balance As of Plan Date	Final Maturity Date
Windsor Bus	2007	\$71,345	2007	\$42,345	7/25/12
Palermo Bus	2007	\$71,345	2007	\$50,000	7/25/12
Windsor School Project	2004	\$7,850,518.00 int \$3,788,660.56	2004		11/1/24
Palermo Copier	2005	\$255.29/ mo.	2005	255.29/ mo.	7/8/10
Somerville Copier	2005	7014.3	2005	1726.92/yr	6/24/10
Union 133 Copier	12/29/2006	\$6,897.65 6.5% per annum <i>- does not include - \$700/year service contract</i>	2006	\$4,404.39	6/15/2012
Wiscasset Middle School Loan	2003	\$383,000.00	10/22/03	\$263293.70	10/22/13
Wiscasset District Copiers	4/1/2008	191,986.30	2008	191,986.30	8/1/2012

**Exhibit 6-B - Bonds, Notes & Agreements NOT Assumed**

Bonds, notes and lease purchase agreements that the Sheepscot Valley RSU will NOT assume:

There are none presently.

### **Exhibit 6-C – Capital Project Debt That Will Be Issued and/or Assumed**

New capital project debt that the Sheepscot Valley RSU will issue and/or assume:

There are none presently.

The anticipated Chelsea school project is currently on the state board of education's priority list and the state/local amount that the state board approves for subsidy will likely be fully state funded if Chelsea remains at the annual mill expectation.

The anticipated Wiscasset school project is a locally funded project.

### **Exhibit 6-D – Capital Project Debt to be Issued**

New capital project debt that the Sheepscot Valley RSU will issue but will NOT assume:

There are none presently.

## **Appendix 7 - Individual Employment Contracts**

### **Exhibit 7-A – Existing Personnel Contractual Obligations**

<u>SAU</u>	<u>Position</u>	<u>Bargaining Grouping</u>	<u>Agent</u>	<u>Employees Included</u>	<u>Term Date</u>
<b>Alna</b>					
	Bus Driver	Individual	Individual	2	annual
<b>Chelsea</b>					
	Principal	Individual	Individual	1	2011
	Teacher	Teacher	MEA	28	2009
		Guidance	MEA	1	2009
	Support Staff	Administrative Assistant/Secretary	MEA	2	2009
		Bus Driver	MEA	4	2009
		Custodian	MEA	3	2009
		Kitchen	MEA	3	2009
		Ed Techs	MEA	12	2009
<b>Palermo</b>					
	Principal part time	Individual	Individual	.4	annual
	Assistant Principal	Individual stipend	Individual	1	annual
	Teacher	Teacher	MEA	15	2011
	Support Staff	Secretary	Individual	1	annual
		Ed Techs	Agreement	8	annual
		cooks	Agreement	3	annual
		custodians	Agreement	2	annual
		bus driver	Agreement	3	annual
	Technology coordinator	Individual	individual	1	annual
	Technology Integrator	Individual	Individual	1	annual
<b>Somerville</b>	Teaching Principal	Stipend/Teacher	MEA	.2/.8	2009
	Teacher	Teacher	MEA	6	2009
	Support	Secretary	Individual	1	annual
		Cook	Agreement	1	annual
		Custodian	Agreement	.5	annual
		Ed Tech	Agreement	3	annual
		Bus Driver	Agreement	1	annual

<u>SAU</u>	<u>Position</u>	<u>Bargaining Grouping</u>	<u>Agent</u>	<u>Employees Included</u>	<u>Termination Date</u>
<b>Union 132</b>					
	Superintendent	Individual	Individual		2012
	Assistant Superintendent	Individual	Individual		2012
	Payroll Secretary	Individual	Individual		annual
	Accounts Payable Secretary	Individual	Individual		annual
	Secretary	Individual	Individual		annual
<i>shared among towns Chelsea, Jefferson, Whitefield</i>					
	Psychological Examiner	Individual	Individual		annual
	Occupational Therapy	Individual	Individual		annual
	Nurse	Individual	Individual		annual
	Physical Therapy	Individual	Individual		annual
	Private Drivers	Individual	Individual		as needed
<b>Union 133</b>					
	Superintendent	Individual	Individual		2010
	Administrative Assistant	Individual	Individual		annual
	Special Education /Cupric Co	Individual	Individual		annual
	Special Ed Secretary	Individual	Individual		annual
	Finance Manager	Individual	Individual		annual
	Private Drivers	Individual	Individual		As needed
<b>Union 132/133 Shared</b>					
	Adult Ed Director	Individual	Individual	.9	2010
	Adult Ed Staff	Individual	Individual		annual
<b>Westport Island</b>					
	Bus Driver	Individual	Individual	2	annual
<b>Whitefield</b>					
	Principal	Individual	Individual	1	2011
	Secretary	Individual	Individual	1	annual
	Office Assistant	Individual	Individual	1	annual
	Library Ed Tech	Individual	Individual	1	annual
	Teacher	Teacher	MEA	20	2010
		Guidance	MEA	0.8	2010
	Support Staff	Ed Techs	MEA	10	
		Bus Drivers	MEA	4	
		Custodians	MEA	2	
		Kitchen Staff	MEA	2	
	Speech Therapist	Individual	Individual	1	annual

<u>SAU</u>	<u>Position</u>	<u>Bargaining Grouping</u>	<u>Agent</u>	<u>Employees Included</u>	<u>Termination Date</u>
<b>Windsor</b>					
	Principal	Individual	Individual	1	2013
	Assistant Principal	Individual Stipend	Individual	1	2009
	Teachers	Teachers	AFT	25	2010
	Secretary	Individual	Individual	1	annual
	Assistant Secretary	Individual	Individual	.5	annual
	Ed Techs	Support Staff	AFL	19	2008
	Cook	Support Staff	AFL	2.5	2008
	Custodian	Support Staff	AFL	2.5	2008
	Bus Driver	Support Staff	AFL	5	2008
	Nurse	Nurse	Individual	0.5	annual
	Speech therapist	Speech therapist	Individual	1	annual
<b>Wiscasset</b>					
	Superintendent	Individual	Individual	1	2013
	Curriculum & GT Coordinator		Individual	1	2010
	Administrative Asst	Individual	Individual	1	2009
	Bookkeeper	Individual	Individual	1	at will
	Business manager	Individual	Individual	1	2009
	Teachers	WHS	MEA	36	2009
		WMS	MEA	22	2009
		WPS	MEA	23	2009
	Nurse		MEA	2	2009
	Bus Drivers		MEA	7	annual
	Bus Mechanic		MEA	1	annual
	Educational Technician	WHS	MEA	9	Contract pending
	Educational Technician	WMS	MEA	5	
	Educational Technician	WPS	MEA	11	
	School Administrative Asst/ Secretary		MEA	6	
	Custodial		MEA	11	
	Food Service		MEA	8	
	Principal WHS		Individual	1	
	Asst Principal / Athletic Dir		Individual	1	2010
	Principal WMS		Individual	1	2010
	Principal WPS		Individual	1	2010
	Computer Coordinator		Individual	1	2010
	Dir/Supervisor of Food Service		Individual	1	2010
	Supervisor of Building/Grounds		Individual	1	2010
	Adult Ed Director		Individual	1	2010
	Dir of Services-Exceptional Child		Individual	1	2010
	Administrative Asst SPED		Individual	1	annual

**Exhibit 7-B – Support Staff Benefit & Salary Comparison**

**Support Staff  
2007-2008**

	Alna	Chelsea	Palermo	Somerville	Westport Island	Whitefield	Windsor	Wiscasset
<b>CONTRACT</b>								
Expiration	2008	2009	2008	2008	2008	2008	2008	2008
Days		260	240	240		260	260	260
School Year		175+	175	175		175	175+	175+
<b>SALARY</b>								
Head Custodian								\$14
Custodians		\$8.25 -10.50	\$8.15-10.85	\$10.30		\$9.05-12.30	\$8.74-11.52	\$13.16
Bus Drivers	HOURLY \$15/start	HOURLY \$12.25-14.50	DAILY * \$51.94-61.01	DAILY * \$58.34	HOURLY \$15 - 18	HOURLY \$13.80-17.05	DAILY \$57.62-67.32	\$14.40
Bus Mechanic								\$14.99
Admin Secretary		\$10.55-12.25	\$9.39-12.29	\$10.30		salaried		\$12.72
Secretary								\$12.70
Ed Tech 1		\$8.25-10.50	\$8.15-10.85			\$8.05-11.30	\$8.26-10.47	\$12.40
Ed Tech 2		\$9.00-11.25	\$8.76-11.56	\$10.60		\$8.80-12.05	\$8.88-11.71	\$13.99
Ed Tech 3		\$9.50 -11.75	\$9.69-12.69	\$12.50-13.00		\$9.80-13.05	\$9.49-12.94	\$14.20
Food Svcs Asst.								\$11.86
Food Svcs Spec.								\$12.16
Food Services Mgr.								\$12.72
Maintenance 1								\$13.45
Maintenance 2								\$13.75
<b>HEALTH INSURANCE</b>								
Single		100%	100%			100%	100%	95%
2-Person (Ad/Ch)								75%
Family								
Cash in Lieu		\$1,200		\$650-\$700		\$1,200		no health, opt 100% dental
<b>DENTAL INSURANCE</b>								
Single		\$10.25.mo						100%
2-Person or Family								
<b>LEAVE/SICK TIMES</b>								
Sick Days								15
Sick Accumulation								90
Sick Bank								90
Personal								5
Bereavement								5
Vacation min.		10	5	5		5	5	5
Vacation max.		20	15	15		15	15	20
Jury		as needed	as needed	as needed		as needed	as needed	as needed

*Notes: Palermo, Somerville and Windsor schedule of 2 runs per day varies in hours per route. Average is 2 hrs per run or a total of 4 hours/day. Palermo also pays \$11/hr for field trips, Somerville pays \$10/hr for field trips, Windsor pays \$13/hr for field trips. Alna, Westport Island and Wiscasset have a 2 hour minimum per schedule or on-call trip.*

**Exhibit 7-C – Teacher Benefit & Salary Comparison**

**Teachers - 2007-2008**

	<u>Chelsea</u>	<u>Palermo</u>	<u>Somerville</u>	<u>Whitefield</u>	<u>Windsor</u>	<u>Wiscasset</u>
<b>CONTRACT</b>						
Expiration	2009	2008	2009	2010	2008	2009
Days	180	180		181	180	183
Extra Compensation (hrs/day)	\$27.00	per diem	per diem	per diem (7.5)		
<b>SENIORITY</b>	yes	yes		yes	yes	yes
<b>LEAVE/SICK TIMES</b>						
Sick Days	18	15		15	15	15
Sick Accumulation	130	130		140	150	135
Sick Bank	155		50	125	120	180
Sick (pay for unused time)	3 days per diem		up to \$200	\$280		
Personal	3	3		3	2	2
Bereavement	5	5		5	5	5
Professional	n/a	2		2	2	2
Jury	as needed	as needed	as needed	as needed	as needed	as needed
<b>SABBATICAL</b>	after 7 yrs	after 7 yrs	after 7 yrs	after 7 yrs	after 7 yrs	after 7 yrs
<b>EVALUATION</b>	included			included	included	included
<b>RETIREMENT</b>						
Stipend	\$7,000	1/2 sick at \$60	30 days per diem	\$6,000	30 days per diem	40 days per diem
Years in District	10	20	10	10	10	15
<b>JUST CAUSE</b>	yes	yes		yes	yes	
<b>MILEAGE REIMBURSEMENT</b>	37 ¢	32 ¢	35 ¢	37 ¢		

NOTE: Alna & Westport Island do not have their own teachers

Health Insurance Coverage

➤ Single Plan	65
➤ Adult/Child Plan	22
➤ 2 Adults	19
➤ Family Plan	50
➤ <i>No plan elected</i>	<u>14</u>
➤ TOTAL	170

### Exhibit 7-D – Teachers’ Seniority Comparisons

<b>Total Years Of Experience</b>	<b>Degree and/or Certifications</b>							
	BA/BS	BA+15 BS+15	BA+30 BS+30	MS	MS+15	MS+30	CAS	PHD
40			1					
39		1						
38					1			
37				1				
36				1				
35			1					
34	2			2				
33	2			1				
32	1			1				
31			1	3				
30	1		1	3				
29				4				
28		1					1	
27	2	1		1				
26	2	2		1				
25	4	1	1	2				
24	2		1	1				
23	1	1	1	3				
22	2	2						
21			1	2				
20	1	1	2	1				
19	2	1	3	2				
18	2	3	1	1	1			
17	2	2	1	2				
16	1		1	2				
15			1					
14	3	1	1	1				
13	1	2	2	4				
12	2		2	1				
11	2			1				
10				1				
9	2	1	1	1				
8	4	4		1				
7	4	2			1			1
6	2	2						
5	4	1	1					
4	4							
3	2	4						
Probationary 2	1	2						
Probationary 1	4			1				
	<i>Total Teachers 170</i>							

**Appendix 8 – Existing School Funds and Financial Obligations**

**Exhibit 8-D – Scholarship Funds NOT to be Transferred**

Scholarship funds that shall NOT be transferred to the Sheepscot Valley RSU:

<b>Alna:</b>	None presently
<b>Chelsea:</b>	<ul style="list-style-type: none"> <li>➤ Virginia Katon Scholarship Fund</li> <li>➤ Bernier Fund</li> </ul>
<b>Palermo:</b>	Betty Glidden and Gertrude Jordan Fund
<b>Somerville:</b>	<ul style="list-style-type: none"> <li>➤ Vaughn W. Peaslee Student Award Fund</li> <li>➤ Virginia and Cecil Brann Scholarship Fund</li> </ul>
<b>Westport Island:</b>	None presently
<b>Whitefield:</b>	None presently
<b>Windsor:</b>	None presently
<b>Wiscasset:</b>	<p>The following funds have been entrusted to the Board of Selectmen of Wiscasset by the donor according to their will:</p> <ul style="list-style-type: none"> <li>➤ Mary Bailey Fund</li> <li>➤ General John French Scholarship Fund</li> <li>➤ Lawrence Haggett Scholarship Fund</li> </ul>

**Exhibit 8-E – Trust Funds NOT to be Transferred**

Trust Funds that shall not be transferred to the Sheepscot Valley RSU:

<b>Alna:</b>	None presently
<b>Chelsea:</b>	Virginia Katon Library Fund
<b>Palermo:</b>	None presently
<b>Somerville:</b>	None presently
<b>Westport Island:</b>	None presently
<b>Whitefield:</b>	<ul style="list-style-type: none"> <li>➤ Helleghers Memorial Fund</li> <li>➤ Frank and Vi McCormick Trust</li> <li>➤ Emma and Harry Chase Trust</li> <li>➤ Warren Russell Trust</li> <li>➤ John and Nan Morin Library Trust Fund</li> </ul>
<b>Windsor:</b>	The following funds in the Windsor Educational Foundation: The Reed Fund
<b>Wiscasset:</b>	The following funds have been entrusted to the Board of Selectmen of Wiscasset by the donor according to their will: <ul style="list-style-type: none"> <li>➤ Larrabee Band Fund</li> <li>➤ Seth Wingren Fund</li> </ul>

## Appendix 9 – Transition Timetable

	TASKS and associated Assignments	NOV-08	DEC-08	JAN-09	FEB-09	MAR-09	APR-09	MAY-09	JUN-09	JULY-09
1	<b>SCHOOL BOARD ELECTIONS</b>									
	employ a secretary, prepare ballots & post warrants, arrange facility use, select and train ballot workers, perform legal review, vote and count ballots									
2	<b>SELECTION OF SUPERINTENDENT AND OFFICE STAFF</b>									
	advertise and recruit, interview and make selection									
3	<b>OFFICE SPACE &amp; EQUIPMENT</b>									
4	<b>FILL STAFF VACANCIES (if any)</b>									
	advertise and recruit, interview and make selection									
5	<b>INSURANCE</b>									
	liability and bonding, arrange insurance “tail” for current SAU boards									
6	<b>WORKERS COMPENSATION &amp; UNEMPLOYMENT</b>									
7	<b>PERSONNEL POLICIES</b>									
8	<b>IRS &amp; FEDERAL GOVERNMENT ISSUES</b>									
	E rate, (TINs) tax ID numbers, tax sheltered annuities									
9	<b>STATE GOVERNMENT</b>									
10	<b>FINANCIAL SOFTWARE</b>									
	select and install, convert and consolidate all RSU data									
11	<b>STUDENT INFORMATION SYSTEM (Infinite Campus)</b>									
	select and install, convert and consolidate all RSU data									
12	<b>FY 2009/2010 BUDGET DEVELOPMENT</b>									
	develop guidelines and ground rules, solicit inputs from all schools, develop total budget plan, obtain review and approval from SVRSU board, educational town budget meeting, referendum and towns vote (within 14 days)									
13	<b>BANK RELATIONSHIPS</b>									
	determine service needs, identify tax anticipation loan needs, solicit and evaluate bids, select banking partners									
14	<b>FMLA – FEDERAL EMPLOYEE REGULATIONS</b>									
15	<b>AUDIT</b>									
16	<b>CONTRACTED SERVICES</b>									
17	<b>LEGAL SERVICES</b>									

	TASKS and associated Assignments	NOV-08	DEC-08	JAN-09	FEB-09	MAR-09	APR-09	MAY-09	JUN-09	JULY-09
18	<b>MANDATED APPOINTMENTS</b>									
19	<b>CONTRACT NEGOTIATIONS</b>									
	select single negotiation unit, develop negotiation plan, negotiate with teachers and support staff, sign contracts									
20	<b>MOVING PLANS: OFFICE SPACE AND EQUIPMENT</b>									
	select SVRSU central office site, procure needed equipment and supplies, relocate office staff and files									
21	<b>START SCHOOL YEAR 2009/2010 AS SHEPSCOT VALLEY REGIONAL SCHOOL UNIT</b>									

## **APPENDIX 10 - Public Meetings**

Agendas and minutes of the following public meeting(s) held to prepare or review the reorganization plan are attached:

<b>Public Meeting</b>	<b>Time</b>	<b>Location</b>
November 13, 2007	6:30 pm	Whitefield Elementary School
November 20, 2007	6:30 pm	Whitefield Elementary School
November 26, 2007	6:30 pm	Whitefield Elementary School
December 13, 2007	6:30 pm	Whitefield Elementary School
December 20, 2007	Cancelled ~ snow	Whitefield Elementary School
January 10, 2008	6:30 pm	Whitefield Elementary School
January 24, 2008	6:30 pm	Whitefield Elementary School
January 31, 2008	6:30 pm	Whitefield Elementary School
February 7, 2008	6:30 pm	Whitefield Elementary School
February 14, 2008	6:30 pm	Whitefield Elementary School
February 21, 2008	6:30 pm	Whitefield Elementary School
February 28, 2008	6:30 pm	Whitefield Elementary School
March 6, 2008	6:30 pm	Whitefield Elementary School
March 13, 2008	6:30 pm	Whitefield Elementary School
March 20, 2008	Cancelled	Whitefield Elementary School
March 27, 2008	6:30 pm	Whitefield Elementary School
April 3, 2008	6:30 pm	Whitefield Elementary School
April 10, 2008	6:30 pm	Whitefield Elementary School
April 17, 2008	6:30 pm	Whitefield Elementary School
April 24, 2008	6:30 pm	Whitefield Elementary School
May 1, 2008	6:30 pm	Whitefield Elementary School
May 3, 2008	9:00 am	Whitefield Elementary School
May 8, 2008	6:30 pm	Whitefield Elementary School
May 15, 2008	6:30 pm	Whitefield Elementary School
May 22, 2008	6:30 pm	Whitefield Elementary School
May 29, 2008	6:30 pm	Whitefield Elementary School
June 5, 2008	6:30 pm	Whitefield Elementary School
June 12, 2008	6:30 pm	Whitefield Elementary School
July 10, 2008	6:30 pm	Whitefield Elementary School
July 17, 2008	6:30 pm	Whitefield Elementary School
July 24, 2008	6:30 pm	Whitefield Elementary School
September 10, 2008	6:30 pm	Whitefield Elementary School

## **APPENDIX 13-D – School Choice**

### **ALNA TUITION POLICY**

The Town of Alna will pay tuition to receiving schools up to, but not to exceed, the contracted tuition rate. The tuition will be paid only upon the receipt, in the Wiscasset Central Office, the Alna Residency Form completed by the parent/guardian and documented proof of residency and identification.

Absent the required documentation, the Town of Alna will have neither obligation nor responsibility to pay the tuition of the child in question. The responsibility for tuition payments to receiving towns will be solely the responsibility of the parent/guardian.

For the 04-05 school year of this policy, students enrolled at schools other than Wiscasset schools, will be “grandfathered” at the governing annual rates. After the 04-05 school year, the insured value factor will no longer be paid by the Town of Alna to private schools but will become the parents’ responsibility.

No tuition payments shall be made on behalf of any student unless the student has a current approved Alna Residency Form on file at the Central Office.

Adopted: October 23, 2004

Revised: December 14, 2005

## **CHELSEA TUITION POLICY**

In an effort to control the cost of secondary education to protect the Chelsea School program and to limit increases in school budgets, the Chelsea School Department will provide by formal contracts free and appropriate secondary education to legal Chelsea residents at either (MSAD 16) Hall-Dale High School or Cony High School. Students may select either of these high schools and receive transportation as well. Students attending any other approved public or private secondary school will receive tuition assistance at a rate to be determined annually by the Chelsea School Committee during the annual budget process. The rate to be applied for school year 2002-2003 is an amount up to the State Allowable tuition rate less 10%.

Starting in school year 2006-2007, this policy will apply to all Chelsea high school students. With the exception of required special education services, any additional cost, including transportation, over and above the established contracted tuition rates will be the responsibility of the parents.

For the first three years of this policy, students enrolled at schools other than Hall-Dale High School and Cony High School will be "grandfathered" at the governing annual rates until their graduation from that school.

- Parents must register their secondary students at the Office of the Superintendent of Schools prior to registration at the high school or face loss of tuition support.
- Students must reside with a parent(s) or guardian(s) who is/are a legal resident(s) of the municipality. Official court documents may be required to confirm guardianship.
- Students will be allowed only one transfer from one high school to another for any reason during high school years. The Chelsea School Committee reserves the right to waive this policy based on the best interest of the student upon a written request by students or parents.
- Transportation will be provided to the two contracted high schools according to currently established routes. All policies regarding student conduct will apply.
- The Chelsea School Committee may terminate tuition payments at any time for students who are truant or who accumulate excessive unexcused absences. Students who drop out of high school and wish to re-enter at a later date must have approval from the Superintendent of Schools or from the School Committee prior to registering for a return to school.
- Students currently attending schools other than those formally engaged in a tuition contract will be allowed to finish high school at those approved schools. This will include students who complete grade 8 in 2001 and enter high school in the fall of 2001.

- Grandparent Clause – Students presently enrolled (continuous enrollment) at GAHS will be allowed to continue without parent 10% charge through the completion of their secondary experience as financial resources allow.
- This policy will be implemented incrementally over the next four years so that it is in total effect at the beginning of school year 2005-2006.

DRAFT: 9-28-01  
Amended: 11-2-01, 8-12-03, 9-23-03  
Adopted: 11-01-01  
Reaffirmed: 5-2-02 / 10-8-02  
Revised 11-7-06

## **WESTPORT TUITION POLICY**

The Town of Westport Island will pay tuition to approved receiving schools up to, but not to exceed, the Wiscasset contracted tuition rate. The tuition will be paid only upon the receipt, in the Wiscasset Central Office, the Westport Island Residency Form completed by the parent/guardian and documented proof of residency and identification. The Town of Westport Island will provide transportation to students who attend Wiscasset schools.

Absent the required documentation, the Town of Westport Island will have neither obligation nor responsibility to pay the tuition of the child in question. The responsibility for tuition payments to receiving towns will be solely the responsibility of the parent/guardian.

No tuition payments shall be made on behalf of any student unless the student has a current approved Westport Island Residency Form on file at the Central Office.

Adopted: May 24, 2005