

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
MSAD 24	MSAD 24
MSAD 27	MSAD 27
MSAD 10	MSAD 10
MSAD 33	MSAD 33
Madawaska School Department	Madawaska School Department
Grand Isle School Department	Grand Isle School Department

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Date Plan Submitted: 9/15/08 (2nd submission)

Proposed Alternative Organizational Structure Operational Date: July 1, 2009

Signature/Title	Date	SAU
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(Duplicate as Needed)

St. John Valley Alternative Organizational Structure

A Plan for an Alternative Organizational Structure (AOS) as defined in Title 20-A Chapter 103-A, Subchapters 1-6.

Introduction

All communities of the St. John Valley are proud of our excellent schools and are committed to providing the finest education possible to our young people. It is our intent that the following plan outlines a school administrative structure that sustains our tradition of small local schools, high quality programming, and value for the taxpayer.

Even as this larger, regional administrative unit is designed to encourage more collaboration and create greater efficiencies, it is our desire that the unique characteristics that distinguish our individual schools remain intact. If the attributes of our schools are preserved and nurtured, those benefits can be shared throughout the region, without creating a homogenous system.

Our charge to the future AOS Board is to lead a school system that is governed fairly, shares costs equitably, exercises responsible fiscal management, and supports all schools, personnel, students, parents and communities equally.

The following Reorganization Plan is not an initiative of the St. John Valley communities or school administrative units. It was developed in accordance with Chapter 240 of Public Laws of 2007 as amended., and is the Regional Planning Committee's best attempt to offer local voters a responsible plan for school administration reorganization.

*Signed,
The St. John Valley RPC
2008*

3.A(1).

SAUs included in Alternative Organizational Structure (AOS)

The proposed Alternative Organizational Structure (AOS) includes the following administrative units:

Grand Isle School Department, a municipal school unit
Madawaska School Department, a municipal school unit
Maine School Administrative District 10
Maine School Administrative District 27
Maine School Administrative District 33
Maine School Administrative District 24

In the following plan, the above school administrative units are referred to collectively as SAUs.

3.A(2)

Size of governing body, composition of governing body, apportionment of governing body

3.A(3)

Method of voting of the governing body

The AOS will be governed by a Board of Directors appointed by each SAU Board of Directors according to Section 3.A (2), and staffed by the Superintendent and other central support staff. It is the intent of the RPC to establish a governing board for the AOS that is manageable in size, provides the proportional representation required by law, and gives smaller communities the opportunity to have a sufficient voice in decision making.

The size, apportionment, and method of voting of the AOS Regional Board is described below:

Board Size, Composition and Term of Office

The AOS Board will be composed of 13 directors, with at least one (1) director from each of the member SAUs. Each member SAU board shall, on an annual basis following their municipal elections, select and appoint their respective number of director(s) from within their individual SAU Board/Committee to fill any board positions that are vacant. The SAU boards will make appointments from within the SAU Board to fill any AOS Board positions that become vacant before the term expires. The first AOS board may be appointed from currently seated school board members. The term of subsequently appointed members shall begin at the AOS meeting following their appointment.

Method of Apportionment

SAU	Population	% of AOS	Apportioned Votes	Board Reps.	Votes Per/Dir.	% of Voting Power	% of voting equal
MSAD #10	275	1.61%	16	1	16	1.60%	8%
MSAD #24	2897	17.00%	170	2	85	8.50%	8%
MSAD #27	6916	40.59%	406	4	101	10.15%	8%
MSAD #33	2028	11.90%	119	2	60	5.95%	8%
Madawaska	4419	25.94%	259	3	86	8.65%	8%
Grand Isle	503	2.95%	30	1	30	2.95%	8%
AOS Totals	17038	100.00%	1,000	13			

The AOS Board shall be apportioned using the one-person, one vote methodology and apportioned within a deviation tolerance of 5% if all votes were apportioned equally among all directors.

Method of Voting and Quorum

The AOS Board shall use the “Weighted Vote Method”, with each director’s voting power to be in proportion to the SAU population to the combined population of all member SAUs as determined by the latest Federal Decennial Census. In SAUs served by two (2) or more directors, the votes cast shall be apportioned equally among the directors appointed from that SAU. A majority of directors in number and voting power shall constitute a quorum.

Staggered Terms

Staggered terms ensures all directors will not have expiring terms at the same time. Terms on the AOS Board will also be staggered to avoid having all members from one SAU with coinciding terms.

Terms of the AOS Board will be staggered as required in Title 20-A, Chapter 103, §1472-B, with four members elected for one year, four for two years, and five for three years. The method for staggering terms will be as follows:

1. At the first meeting of the AOS Board, members will draw lots to determine the length of their terms.
2. There will be closed drawings between members from each SAU with more than one board representative. Of the terms available, members will draw among a 1,2 and 3 year term.
3. Remaining terms will be drawn by the two remaining member SAUs.

Director Compensation

Each director shall be compensated \$25.00 for attending an AOS Board meeting.

Board Orientation and Operating Procedures

The AOS Board shall, on an annual basis at their first meeting following the annual appointment of all of its directors, elect a chair and vice-chair and other officers as may be necessary. The Board shall also adopt procedural rules (by-laws) for the regulation of its affairs and conduct of its business, and may choose a name for the AOS.

Board Meetings

The location of AOS Board meetings shall alternate among the four (4) member SAUs which operate schools. All meeting notices shall be publicized in conformance with Title 1 M.R.S.A. §406. (Right to Know Law)

Board Powers and Duties

- The AOS Board shall provide for the employment and discharge of a superintendent pursuant to Title 20-A M.R.S.A. §1001, sub-§ 3 and chapter 101 subchapter 2.
- The AOS Board shall function as the “employer” responsible for the controlling, hiring, establishing working conditions and compensation, supervising, disciplining and termination for employees employed to carry out the functions related to the responsibilities of the Central Office, enumerated in the Interlocal Agreement and in the following Role and Responsibilities section.
- The AOS Board shall develop and adopt job descriptions for positions created to carry out the functions related to the responsibilities enumerated in the Interlocal Agreement and the Role and Responsibilities section.
- The AOS Board shall develop and submit to the voters of the AOS, as provided in the interlocal agreement, an annual budget for the expenses related to carrying out the functions related to the responsibilities enumerated in the Interlocal Agreement and in the Role and Responsibilities section.
- The AOS Board shall develop and submit to the individual member SAU Board/Committee for adoption and implementation, a K- 12 core curriculum that meets the requirements of the system of Learning Results established in Title 20-A M.R.S.A. §6209. The AOS Board will ensure state requirements are met by developing and enforcing standards, and initiating changes needed to remain compliant with State law.
- The AOS Board shall develop and submit to the individual member SAU Board/Committee for adoption and implementation, procedures for standardized testing and assessment aligned with the system of Learning Results established in Title 20-A M.R.S.A. §6209. The AOS Board will establish minimums standards for testing and assessment and develop a policy for enforcing these standards. Local school committees may choose to exceed these standards.
- The AOS Board shall develop and submit to the individual member SAU Board/Committee for adoption and implementation consistent* school policies and school calendars.
- Within the first year of operation, the AOS Board, in collaboration with member SAU Boards/Committees shall develop a plan which will focus on achieving consistent collective

* The term “consistent” is used throughout this plan. It is the understanding of the RPC that consistent does not mean identical – it means compatible. A consistent policy is one which advances, and does not create conflict with, existing regional policy. It will be up to the AOS Board to determine if consistency is being achieved.

bargaining agreements among member SAUs. This plan shall include a specific timeline for achieving consistency, taking into account contract expiration dates and other factors. The plan will be submitted to the SAU Boards/Committees for adoption.

- The AOS Board may accept and receive money or other property, outright or in trust, for any specified benevolent or educational purpose. In accepting money or other property, the AOS Board shall be subject to the same provisions of law (20-A M.R.S.A. §1476 sub-§6) as an RSU.
- The AOS Board shall have the necessary and incidental powers in dealing with unforeseen contingencies related to the carrying out the functions related to the responsibilities enumerated in the Role and Responsibilities section, but shall not have any power or responsibility with respect to any and all responsibilities retained by the individual member SAUs.

Roles & Responsibilities

The AOS Board has important responsibilities during the transition between local approval of the referendum adopting this plan, and the operational date of the AOS. These are described in Section 3. A (9). The AOS has no authority to close schools.

Once the AOS is operational, the Regional Board will provide the leadership for the AOS administrative functions, including system administration; special education administration, curriculum development and assessment, transportation administration and business functions; and adoption of consistent school policies, school calendars and collective bargaining agreements. The Board will adopt and oversee a core curriculum for the region and procedures for standardized testing and assessment aligned with the system of Learning Results established in Title 20-A, section 6209.

The roles and responsibilities of the Regional Board are primarily to govern the functions and oversee the staff of the Central Office. The Regional Board will hire the Superintendent, approve other administrative hires, develop general policies for the region, approve Central Office budgets and their administration, facilitate cost and subsidy distribution, and serve in any other capacity that enhances the services to, and efficiencies of the individual school units in the region.

The table below has been developed to further clarify and delineate the roles and responsibilities for the core functions of the Central Office and the AOS Board, compared to those of the future local school boards/committees.

Other functions that may also be coordinated by the Central Office include technology planning, federal program coordination, adult education, and school nutrition. As the AOS assumes other central functions for additional programs, the roles and responsibilities of all member SAUs and the AOS Board will be considered and agreed upon.

Core Functions of AOS	AOS Board/Central Office	Local School Boards/Staff
System Administration	Hires Superintendent and employs all Central Office staff. Provides equitable system administration to all SAUs. Oversees administrative needs of Central Office/AOS including liability and legal coverage.	Work with Superintendent and Central Office to meet the requirements and intent of school law.
Business Functions	Acts as fiscal agent for all SAUs in the region for every purpose, including payroll. Develops AOS Central Office Budget and coordinates with local school boards to develop local budgets. Prepares all required state and federal reports. Employs Business Manager.	Works with AOS to develop local budgets. Provide needed data and information for central business functions.
Transportation	Oversight of transportation budget, coordination among local transportation programs, fulfilling paperwork requirements. Employ regional Transportation Director. Use DOE software to propose more efficient bus routes to SAUs.	Providing data to Central Office, planning bus routes, fleet maintenance and upgrades in consult with Central Office Transportation Director. Review and implement proposals from the AOS for route changes, if approved by the SAU.
Special Education	Assumes responsibilities for administration of special ed throughout the region. Cooperates with local staff in evaluating student needs. Employ regional Special Education Director.	Delivers special ed services in schools. Cooperates with Central Office Special Ed Director in evaluating student needs.
School policies and Calendars	Develop regional policies and school calendar	Adopts local policies and calendar the AOS Board has determined are consistent with regional standards and state law.
CBAs	Superintendent fulfills designated administrative function for CBAs. AOS initiates a plan to ensure all CBA's around the region are consistent within 5 years. Negotiate any future CBAs for Central office employees.	Continues to be the employer of local union employees and negotiate CBAs. Approves plan for creating consistent CBAs.
Core Curriculum	Adopt a core curriculum for the region and procedures for assessment aligned with Learning Results. Employ Curriculum Coordinator.	Ensures curriculum and testing meets at least minimum standards established by AOS Board. Local unit designee cooperates with Central Office Curriculum Coordinator.

3.A(4)

Composition of local school committees

All existing SADs and municipal school departments will remain intact, with their current boards in place and reelected as currently occurs, unless the size and election process is changed by their member communities in the future.

Powers and duties of local school committees

Local school boards retain control currently exercised over their local schools, and local school employees, with the exception of hiring any staff that will work for the Central Office. Local principals, teachers and other in-school staff are employed by the local SAU and will be selected in compliance with state law. The local boards will continue to negotiate collective bargaining agreements for local employees, working with the AOS to ensure they are consistent over time.

Local boards also:

- work with the Superintendent and Business Manager to develop budgets for their local schools.
- retain oversight of local transportation scheduling, maintenance, fleet upgrades and other related responsibilities, working with the Transportation Director in the Central Office.
- retain oversight of in-school staff for special education, and other programming which is administered by the Central Office.
- cooperate with the AOS board on creating consistent school policies and school calendars, and implementing core curriculum.

Except for responsibilities of the Central Office and Board, the locals school boards retain powers and duties described in state statute (20-A, Part 2, Chapter 101 §1001-1004).

The table in Section 3 A (2-3) delineates responsibilities of AOS Board and Local Board.

3.A(5)

Disposition of real & personal school property

All real and personal school property, and all incumbent responsibilities associated with that property, will be retained by the current SAUs. As needed, property owned by SAUs may be leased to the AOS, or purchased by the AOS at a future date.

3.A(6)

Disposition of existing school indebtedness and lease purchase obligations.

All existing school debt will be retained by the SAUs that incurred the debt. The AOS may act as a fiscal agent to pay the debt on behalf of those SAUs. All lease purchase obligations made by the existing SAUs will continue to be held by that SAU, unless the function of the leased property is specific to the functions of a Central Office. In that case, the lease or lease purchase

obligations will be transferred to the AOS. A list of existing debt and lease purchase obligations is attached as Exhibit 6A in the Appendix.

3.A(7)

Assignment of school personnel contracts

All personnel contracts for current Central Office employees will be assigned to the AOS, as of July 1, 2009, unless the AOS Board of Directors determines it will contract with member school units for those services.

All other personnel and related contracts, including Collective Bargaining Agreements, will be retained by the current SAU under existing conditions.

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

A list of all Central Office employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operation date of the AOS shall become employed by the AOS as of the operational date. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all Central Office employees transferred to the AOS shall be determined by the Superintendent or his/her designee in conjunction with the AOS Board. The duties and assignments of all school personnel under local board jurisdiction shall be determined by the local school boards in conjunction with the AOS Superintendent.

The existing SAUs will update lists of contracted and non-contracted employees noted in section 3.A(7). no later than June 30, 2009

Assignment of school collective bargaining agreements

School Collective Bargaining Agreements Collective bargaining agreements to which the SAUs are a party shall be retained by the existing SAUs, and will not be transferred to the AOS. No Central Office employees are currently covered under Collective Bargaining Agreements.

Pursuant to state law, a special task force will be created by the AOS Board, by July 1, 2010, which will include representatives from each SAU in the Region, and others as needed. This task force will review all CBAs, compile a timeline of expiration dates of CBAs in the region

and develop a plan that will provide for consistent CBAs throughout the region. The plan will include a definition of what conditions constitute consistency among CBAs. Consistency should not be construed to mean equal salaries and benefits. This plan will be submitted to the local boards/committees for approval.

The Superintendent will fulfill the designated function of the CBA Administrator on behalf of the SAUs.

Assignment of other school contractual obligations

Other non-employment school contractual obligations will be assigned as follows:

- Contracts in place before July 1, 2009 that affect only the k-12 schools under the jurisdiction of a local SAU will remain with that SAU. The AOS will act as the fiscal agent in meeting those obligations.
- Contracts in place that affect Central Office functions will also remain with the SAU that initiated the obligation, and the AOS will pay those obligations from its Central Office budget.
- The AOS will be the sole party to any future contracts relating exclusively to Central Office functions, unless a policy is in place that allows an exception.

The Table titled Exhibit 7 C lists all existing obligations and whether the AOS or SAU has responsibility.

3.A(8)

Disposition of existing school funds and existing financial obligations

Funds in bank accounts belonging to current SAUs will remain in those accounts. Financial obligations of each SAU will be paid on behalf of the SAU by the AOS acting as their fiscal agent, except for obligations specific to Central Office functions, which will be paid from the AOS budget.

3.A(9)

Transition plan that addresses the development of a budget for the first school year

Interim and Initial AOS Board:

Upon a favorable referendum vote in a sufficient number of SAUs to form the AOS, current Superintendents from SAUs voting in the affirmative will notify their respective Boards that they may appoint members to an interim AOS Board, as outlined in Section 3. A (3) of this plan, and plan an initial meeting no later than four weeks after the appointments have all been made. These Superintendents will form a Transition Team to facilitate the first AOS Board meeting, compile resources for the new Board, prepare recommendations for transitioning to a regional

central office, and will advise the newly seated AOS Board until that Board appoints a Superintendent of Schools.

One of the Superintendents from the Transition Team will take responsibility for filing the names of the AOS Board with the Department of Education.

Once a Certificate of Organization is issued by the State Board of Education, the interim board is officially seated and will have all the transitional powers and duties described in 20-A§1461-A relevant to an AOS, including selection of a superintendent, budget preparation and approval, authorization to set up accounts and expend funds, and acting as a fiscal agent, The AOS Board will assume all tasks necessary to allow the AOS to be operational on July 1, 2009.

Initial Administration

The AOS Board may assign responsibilities for core functions of the Central Office to each Superintendent currently under contract or other staff as assigned. These will include, but are not limited to:

- Superintendent – Works with all Boards to develop and implement policies, other typical responsibilities, coordinates budget hearing and validation processes, duties described in 20-A Chapter 2 § 1051-1055. All other legal responsibilities described in Chapter 20-A. Works to implement Infinite Campus and other common software programs in the region.
- Assistant Superintendent – Works with Superintendent on policy development and other functions as well as acting in any other Central Office capacity on a part time basis.

Other functions that can be filled by existing staff include:

- Business Office functions, which may include finance, payroll, HR, budget development and others.
- Transportation administration, which may include oversight of the regional transportation budget, coordination of local transportation programs, and fulfilling paperwork requirements.
- Special Education administration, including coordinating special ed throughout the region, and assisting school personnel.
- Curriculum functions, including developing core curriculum, coordinating professional development, developing procedures for standardized testing and assessment aligned with Learning Results.

The AOS Board will determine the site for a Central Office, and will deploy staff as necessary to ensure services are provided throughout the region.

Other functions that may be helpful to regionalize for greater efficiencies will be considered by the AOS Board and assigned to existing staff if possible. These include, but are not limited to:

- School Nutrition – Duties may include making the application for the region’s school lunch program
- Technology Coordinator – Duties may include preparing the e-rate application(s) and developing a technology plan that provides for the equitable use of e-rate funds.
- Federal Program Coordination – Duties may include developing applications, monitoring programs, generating reports
- Adult Education – Duties may include oversight of adult ed programming around the region.

Initial Budget:

The existing school boards and superintendents of the SAUs within the region shall begin a process for developing proposed budgets for educational programs and services within their SAU, including cost savings that are expected to result from reorganization. The AOS shall consider changes in operations that may be necessary in order to reduce the costs of administration, special education, building maintenance and transportation without adversely affecting the educational program.

A proposed FY 2010 budget and supporting documentation shall be developed in time for its presentation to and consideration by each local Board of Directors, and the newly seated AOS Board of Directors.

During the interim period, start-up costs of the AOS will be apportioned to the existing SAUs according to the cost sharing formula developed and included in Section 3.A 13.

During the interim period, the AOS board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the AOS to become operational on July 1 of the first operational year; including the authority to open and maintain accounts, to incur expenses, and conduct other business, including initiating and managing the budget validation referendum process.

A budget approval process and validation referendum will be carried out as required by law, and is described in detail in the Interlocal Agreement.

3.A(10)

Documentation of the public meeting(s) held to prepare or review reorganization plan

Public hearings were held by the RPC November 19 and 20, 2007. All monthly meetings, listed in the appendix, were open to the public and attended by the local media. Many were filmed for local access television broadcast.

Public comments were solicited at all school board meetings at which the school boards voted to submit this plan.

Public meetings in advance of the November 4 referendum have been scheduled to occur:

October 7.....	Madawaska High School	6:30 pm
October 7.....	Grand Isle Community Center.....	6:30 pm
October 14.....	Wisdom High School.....	6:30 pm
October 15.....	Van Buren High School.....	6:30 pm
October 16.....	Fort Kent High School.....	6:30 pm
October 29.....	Allagash School.....	6:30 p.m.

In addition, copies of the plan will be available on the schools' web sites, and for view at town offices and Central Offices throughout the region. Public hearings will be televised on local access cable where available.

3.A(11)

Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan

Student enrollment in the St. John Valley AOS can only approach 2500 if all current SAUs vote to approve the plan. If some SAUs vote against the plan, the St. John Valley AOS could go forward under the following conditions, detailed in the Interlocal Agreement:

1. If the plan is not approved at referendum by all SAUs, the RPC will reconvene and develop a new plan for an AOS serving over 1200 students, which may include all those SAUs voting in the affirmative. This plan will be submitted to the Commissioner of Education for approval. A referendum for voter approval of this plan will be conducted by January 31, 2009
2. After the second vote, if the total student enrollment of SAUs voting yes totals over 1200, those SAUs that voted yes will constitute a conforming AOS,
3. If the total student enrollment of the SAUs voting yes is under 1,200 but over 1,000 students, the SAUs will request permission from the Commissioner of Education to proceed as an isolated rural community per P.L. 2007, c. 240. Pt. XXXX, Sec. 36, sub-6, A-1, if the proposed AOS meets at least one of the following criteria:
 - a. Comprises at least 3 SAUs; or

- b. The member municipalities include 2 or more isolated small school that are eligible for an isolated small school adjustment pursuant to the Maine Revised Statutes, Title 20-A, section 15683; or
- c. The member municipalities are surrounded by approved regional school units and there are no other school administrative units available to join.

If permission is granted, those SAUs who voted yes will constitute a conforming AOS.

If permission is not granted, the St. John Valley SAUs will operate with the financial penalties imposed until such time that a conforming AOS is created.

- 3. SAUs that vote against the plan may join a conforming AOS once it is operational, according to the law (Part XXXX, Chapter 103-A, subchapter 2, § 1465), which states that a school unit wishing to join an AOS must file a notice with the Commissioner. If the Commissioner approves, they must work with the AOS Board to develop a plan acceptable to the Commissioner, and their citizens must vote in a referendum to approve joining. If the citizens vote to join, the AOS must also have a referendum to accept them. The AOS is then issued a new Certificate of Organization incorporating the change.

3.A(12)

Estimate of cost savings to be achieved

It has not been determined that a net savings will result from the creation of an AOS. Initial savings that may occur by creating system administration efficiencies may be offset by currently unknown net losses of subsidy in school nutrition, e-rate, and Title I.

However, it is projected that future costs increases can be minimized through the consolidation of system administration, especially as it enhances cooperation and creativity around the region, ultimately resulting in continually improving educational programming for students. It is the intent of the RPC that any savings that do accrue to the new AOS will be invested in educational programming.

The goal of the RPC is to operate the Central Office at EPS to avoid the need to raise additional local funds for this purpose, and ensure cost savings. The RPC estimates the Central Office budget would be \$512,856.00, based on the current EPS rate of \$204 per pupil. However, system administration budgets for FY 08 (accounting handbook function series 2300 and 2500) for all SAUs in the region total \$1,088,379. It will take time and many changes to achieve savings in this area.

SAU	Penalty
Grand Isle	\$ 9,856
Madawaska	125,542
MSAD 10	5,810
MSAD 24	63,704
MSAD 27	169,537
MSAD 33	54,449
Total	\$428,898

Penalties

If the SAUs voting for the plan do not comprise a conforming AOS with the needed minimum number of students, all communities will be subject to penalties. If SAUs voting for the plan do comprise a conforming AOS with the needed number

of students, any town that votes against it will be assessed the penalties.

Details on how the penalties were calculated can be seen at www.maine.gov/education/reorg. Select Planning and Resources from the index.

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

Subsidy Allocation and Cost Sharing

Subsidy Allocation

The AOS will receive all state education subsidy for the region, and will allocate it among the member SAUs so that the allocation of State subsidy to each SAU reflects as accurately as is reasonably practical the amount of State subsidy that SAU would receive if it were a stand-alone unit and not a member of an AOS. The Interlocal Agreement contains a State Subsidy Allocation Policy, a method for allocating the subsidy, and includes conditions for changing the allocation method.

Cost Sharing

The local share of SAU budgets will be shared among member communities of that SAU, as is currently the practice. Additional local funds raised to meet an individual SAU's budgetary needs would continue to be shared among the municipalities within the individual unit on the basis of the fiscal capacity of each member municipality.

The AOS budget shall be allocated on a per pupil basis. Tuition costs for a member SAU who tuitions its students to another SAU within the AOS will have such tuition costs adjusted proportionately to offset its share of the AOS budget.

Interlocal Agreement.

The creation of an AOS is enabled by state law, but it is governed by an Interlocal Agreement between the existing SADs and towns with their own school departments. The Interlocal Agreement is attached to and included as part of this plan. Unless otherwise provided by law, the Interlocal Agreement governing the AOS may be terminated in accordance with the conditions for termination included as part of the agreement..

In the event of a conflict between provisions in the plan and the Interlocal Agreement, the provisions of the Interlocal Agreement shall control.

Career & Technical Education Programs

The AOS Board will review the current CTE agreement that created the St. John Valley Technology Center and recommend changes that will incorporate the role of the AOS. The AOS Board will review CTE programs around the region.

Adult Education.

The AOS Board will study how Adult Education in the St John Valley may be regionalized for enhanced programming.

ATTACHED:

INTERLOCAL AGREEMENT

APPENDIX

6A- Debt and Lease Purchase Obligations

7A-Individual Employment Contracts

7B-All Central Office Employees with no written contracts

7C-Other Contractual Obligations

10A- List of RPC Meeting Dates

**INTERLOCAL AGREEMENT
ST. JOHN VALLEY ALTERNATIVE ORGANIZATIONAL STRUCTURE
30-A M.R.S.A. CHAPTER 115**

Agreement made as of September 11, 2008 between Town of Grand Isle School Department (“Grand Isle”), a municipal school unit acting by and through its governing body; Town of Madawaska School Department, a municipal school unit acting by and through its governing body, both with a mailing address of 328 St. Thomas Street, Suite 201, Madawaska, Maine 04756; Maine School Administrative District No. 10 (“MSAD #10”), a Maine school administrative district with a mailing address of P.O. Box 7, Wallagrass, Maine 04781; Maine School Administrative District No. 24 (“MSAD #24”), a Maine school administrative district with a mailing address of 169 Main Street, Suite 101, Van Buren, Maine 04785; Maine School Administrative District No. 27 (“MSAD #27”), a Maine school administrative district with a mailing address of 23 W. Main Street, Suite 101, Fort Kent, Maine 04743; and Maine School Administrative District No. 33 (“MSAD #33”), a Maine school administrative district with a mailing address of 431 U.S. Route 1, P.O. Box 9, Frenchville, Maine 04745-0009, (hereinafter the “Member School Units”);

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternative Organizational Structure (hereinafter “AOS”) within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) and 20-A M.R.S.A. §1, sub-§26(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, common procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

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

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

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

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternative Organizational Structure (“AOS”) in order to achieve to goals of Maine’s School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.

2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter “RPC”) for the purpose of developing a school reorganization plan for an AOS pursuant to Maine’s School Reorganization Law (hereinafter “School Reorganization Plan”). The Member School Units agree to work with the RPC to

develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine’s School Reorganization Law.

3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of St. John Valley Alternative Organizational Structure as an alternative organizational structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS Board of Directors. St. John Valley Alternative Organizational Structure established pursuant to this Interlocal Agreement shall be governed by an AOS Board of Directors comprised of representatives of the school boards of each Member School Unit. The AOS Board shall use the weighted voting method with the directors’ voting power to be in proportion to the population of the Member School Units. The number of directors and their respective voting power shall be as follows:

Member School Unit	Number of Directors	Votes Per Director	Votes Per Member School Unit
Grand Isle	1	30	30
Madawaska	3	86	259
M.S.A.D. #10	1	16	16
M.S.A.D. #24	2	85	170
M.S.A.D. #27	4	101	406
M.S.A.D. #33	2	60	<u>119</u>

TOTAL	13		1000
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The school board of each school administrative unit located within the AOS shall choose from its membership the representatives to the AOS board of directors to which that school board is entitled. Membership on the AOS board of directors shall terminate at any time that a member of the AOS board of directors ceases to hold office as a member of the school board of the Member School Unit represented. Any vacancy on the AOS board of directors shall be filled by the school board of the Member School Unit in whose representation the vacancy occurs. Each year, the AOS board of directors shall choose by ballot from among its members a chair and secretary of the AOS board of directors for the ensuing year. The number of weighted votes of directors shall be reapportioned following the next Federal Decennial Census and, at ten year intervals thereafter, to reflect the population of the Member School Units as determined by the most recent Federal Decennial Census.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Grand Isle	None; tuitions students to Madawaska.
Madawaska	EK-12
M.S.A.D. #10	None; tuitions students to M.S.A.D. #27
M.S.A.D. #24	EK-12
M.S.A.D. #27	EK-12
M.S.A.D. #33	EK-12

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS board of directors serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools,

business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS board of directors and superintendent of schools shall be governed by State law. The AOS board of directors shall be responsible for overseeing system administration, transportation administration, special education administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS board of directors shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS board of directors shall develop and implement on an on-going basis a plan for consistent collective bargaining agreements within the AOS which may include an analysis of the areas where inconsistencies exist in the existing collective bargaining agreements of Member School Units, a time-table for adopting uniform commencement and expiration dates for collective bargaining agreements within the AOS, and a schedule for achieving consistent terms and conditions of employment among the various bargaining units of the Member School Units within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS board of directors as described above, the powers, authority and responsibilities of the AOS board of directors shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS budget;
- c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula;

- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds, reserve accounts and other assets transferred to the AOS under the School Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of the AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee administration of their wages, hours, and working conditions;
- l. Maintain appropriate supervision and evaluation criteria and policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of consistent collective bargaining agreements and maintenance in the AOS central office of personnel records of all AOS and Member School Unit employees;
- n. Oversee and maintain an EK-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school boards of the AOS Member School Units;
- p. Oversee administration of transportation systems for the AOS Member School Units and administration of bus purchases and debt repayment; authorize the purchase of buses by the AOS if the bus is to be used throughout the AOS region;

- q. Oversee administration of bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS;
- u. Distribute state subsidy among the Member School Units in accordance with the state subsidy distribution method described in paragraph 10;
- v. Oversee the administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the Member School Units;
- w. Authorize the superintendent of schools, subject to such limitations as the AOS board of directors may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the board of directors of the AOS and school boards of Member School Units in place of the superintendent of schools.

7. Other Educational Improvements and Cost Savings.

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

8. Budget Adoption Procedures. The AOS board of directors shall develop each year a budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS board of directors. The AOS budget must be approved by a majority of all the voters from AOS Member School Units at the AOS budget meeting, not by a majority

of the voters from each Member School Unit. Following the AOS budget meeting, the AOS board of directors shall notify the Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school board. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be validated by a majority of all the voters from Member School Units participating in the referendum, not by a majority of the voters participating in the referendum from each Member School Unit. The budget of each Member School Unit must be validated by a majority of the voters participating in the referendum from that Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at both an AOS budget meeting and AOS budget validation referendum. The budget validation referendum procedure may be discontinued by the voters of the AOS, and the budget validation

referendum procedure for the budget of a Member School Unit may be discontinued by the votes of that Member School Unit, after three years in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Budget. The Member School Units shall share the costs of the AOS budget on the basis of their respective average number of students on April 1 and October 1 of the preceding calendar year.

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

- a. State Subsidy Distribution Policy. The AOS school board, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school board deems necessary, shall annually distribute the State education subsidies to be received by the AOS among the AOS Member School Units so that the distribution of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that that Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.
- b. Initial Method of State Subsidy Distribution. Beginning in Fiscal Year 2009-10, the AOS school board shall distribute state education subsidy received by the

AOS among its Member School Units in accordance with the following initial method of State subsidy distribution:

- (i) To the extent that the AOS receives an allocation for debt service, that allocation shall be reassigned to the Member School Units responsible for those debt service costs;
- (ii) To the extent that the AOS receives an allocation for gifted and talented expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective gifted and talented expenditures in the year two years prior to the year of allocation (hereinafter the “base year”);
- (iii) To the extent that the AOS receives an allocation for career and technical education expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective net career and technical education expenditures in the base year after subtracting any revenues received from other units for career and technical education;
- (iv) To the extent that the AOS receives an allocation for bus purchases, that allocation shall be reassigned to the Member School Units responsible for those bus purchase costs;
- (v) To the extent that the AOS receives an allocation for special education, that allocation shall be reassigned to the Member School Units in proportion to their respective special education expenditures in the base year;

- (vi) To the extent that the AOS receives an allocation for transportation, that allocation shall be reassigned to the Member School Units in proportion to their respective transportation expenditures in the base year;
- (vii) To the extent that the AOS receives an allocation for a EK-8 small school adjustment or 9-12 small school adjustment, that allocation shall be reassigned to the Member School Units on the basis of the number of small schools eligible for that adjustment located in each Member School Unit in the base year;
- (viii) To the extent that the AOS receives an allocation for EK-8 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (ix) To the extent that the AOS receives an allocation for 9-12 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (x) To the extent that the AOS receives an allocation for K-8 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xi) To the extent that the AOS receives an allocation for 9-12 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;

- (xii) The remaining balance of the AOS' total allocation, after subtracting the amounts reassigned to Member School Units under subparagraph (i) through (xi), shall be reassigned to the Member School Units in proportion to their respective average number of pupils on April 1 and October 1 of the preceding calendar year;
- (xiii) Any municipality entitled to a special education adjustment under 20-A M.R.S.A. §15689(1-A) shall receive that adjustment as a reduction of its required local contribution as provided in that section;
- (xiv) Any Member School Unit entitled to a debt service adjustment under 20-A M.R.S.A. §15689(2) shall receive that adjustment as a reduction of its required local contribution;
- (xv) The State subsidy received by the AOS, after any adjustments required by subparagraphs (xiii) and (xiv), shall be distributed to the Member School Units in proportion to the amount, if any, by which the total allocation of each Member School Unit as reassigned in accordance with subparagraphs (i) through (xii) exceeds the property fiscal capacity of that Member School Unit multiplied by the full value education mill rate for the year of allocation.

c. Retention of Allocation Flexibility. The Member School Units recognize that the Maine Legislature has a history of making changes to Maine's school funding formula, that other circumstances may change, and that it is not possible to include in this Interlocal Agreement a precise formula for allocating State subsidy among Member School Units that will achieve the goals of the State subsidy allocation policy described in subparagraph a above in future years. To retain

flexibility in the method of allocating State subsidy among Member School Units, the AOS school board, by a two-thirds vote of its full membership, may propose modifications to the initial method of State subsidy allocation described in subparagraph b above in order to better achieve the State subsidy allocation policy set forth in subparagraph a above. Such proposed modifications must be approved by the school boards or school committees of all of the Member School Units prior to implementation.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school board and the voters of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 16 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to

alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS board of directors shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school board, including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Withdrawal of Member School Unit. Unless otherwise provided by law, a Member School Unit may withdraw from participation in the AOS upon approval by the Commissioner of Education of a Plan of Withdrawal prepared by the school board or school committee of the Member School Unit seeking to withdraw from the AOS and thereafter approved by the voters of that Member School Unit as may be provided in the Plan of Withdrawal approved by the Commissioner of Education. Before approving a Plan of Withdrawal pursuant to this section, the Commissioner of Education shall give written notice and

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

16. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school board(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

17. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS, which incorporates this Interlocal Agreement, to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education, nor with respect to any Member School Unit if the voters of that Member School Unit

fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is separately approved at referendum by the voters of all of the Member School Units. If the School Reorganization Plan is not approved by all of the Member School Units, but is approved by Member School Units with at least 1,200 pupils, the RPC will reconvene to develop a revised plan for an AOS serving at least 1,200 pupils which will include all of the Member School Units which voted in the affirmative. A referendum to approve this revised School Reorganization Plan will be conducted prior to January 31, 2009. If the total student enrollment of the Member School Units that vote in favor of the revised School Reorganization Plan is less than 1,200 pupils but more than 1,000 pupils, the Member School Units that voted in favor of the revised School Reorganization Plan will request approval from the Commissioner of Education to develop a plan for a smaller isolated rural AOS serving at least 1,000 students.

18. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

19. Miscellaneous Provisions.

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

- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Madawaska School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS:

Grand Isle School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS:

Maine School Administrative District No. 10

_____ BY: _____
_____, Its Chair
Board of School Directors
Date: _____, 2008

WITNESS:

Maine School Administrative District No. 24

_____ BY: _____
_____, Its Chair
Board of School Directors
Date: _____, 2008

WITNESS:

Maine School Administrative District No. 27

_____ BY: _____
_____, Its Chair
Board of School Directors
Date: _____, 2008

WITNESS:

Maine School Administrative District No. 33

_____ BY: _____, Its Chair
Board of School Directors
Date: _____, 2008

WITNESS:

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

_____ BY: _____
Susan M. Gendron
State of Maine
Commissioner of Education
Date: _____, 2008

Attachment B.

	GRAND ISLE	MADAWASKA	MSAD #10 ALLAGASH	MSAD #24 VAN BUREN	MSAD #27 FORT KENT	MSAD #33 FRENCHVILLE ST. AGATHA	TOTALS
(i) - Debt Service Allocation-line 48	\$ -	\$ 414,503.86	\$ -	\$ -	\$ 27,264.00	\$ 205,526.56	\$ 647,294.42
Gifted & Talented 07-08 expenditure calculations		63.87%		2.28%	33.85%		100.00%
(ii) - Gifted & Talented-line 31 (based on 07-08 expenditure percentages)	\$ -	\$ 54,236.04	\$ -	\$ 102,347.71	\$ 3,648.41	\$ -	\$ 160,232.16
Vocational Education 07-08 expenditure calculations		27.93%		21.72%	44.03%	6.31%	100.00%
(iii) - Vocational Education-line 34 (based on 07-08 exp. percentages)	\$ -	\$ 237,122.01	\$ -	\$ 184,398.25	\$ 373,833.24	\$ 53,608.68	\$ 848,962.18
(iv) - Bus Purchases-line 36 (07-08 purchases)	\$ -	\$ -	\$ -	\$ 63,380.00	\$ 63,380.00	\$ 63,380.00	\$ 190,140.00
Special Education 07-08 expenditure calculations	0.51%	18.61%		11.67%	63.45%	5.76%	
(v) - Special Education-line 32 (based on 07-08 exp. percentages)	\$ 12,799.27	\$ 467,540.51		\$ 293,238.62	\$ 1,594,053.20	\$ 144,792.61	\$ 2,512,424.21
Transportation 07-08 expenditure calculations		31.93%	3.22%	15.01%	37.30%	12.55%	
(vi) - Transportation-35 (based on 07-08 expenditure percentages)	\$ -	\$ 370,049.74	\$ 37,271.35	\$ 173,957.13	\$ 432,352.40	\$ 145,479.38	\$ 1,159,109.99
(vii) - K-8 Small School Adjustment	\$ -	\$ -	\$ -	\$ 112,166.22	\$ 112,166.22	\$ 112,166.22	\$ 336,498.66
(vii) - 9-12 Small School Adjustment	\$ -	\$ -	\$ -	\$ 112,166.22	\$ -	\$ -	\$ 112,166.22
(viii) - K-8 Disadvantaged Students	\$ 15,017.63	\$ 132,554.07	\$ 4,836.53	\$ 124,975.73	\$ 278,796.98	\$ 74,606.40	\$ 630,787.34
(ix) - 9-12 Disadvantaged Students	\$ 9,759.42	\$ 67,763.52	\$ 3,392.42	\$ 84,158.01	\$ 131,086.40	\$ 31,010.63	\$ 327,170.40
(x) - K-8 Limited English Proficiency Students	\$ 24,028.20	\$ 189,486.00	\$ -	\$ 175,520.00	\$ 3,825.50	\$ 163,201.50	\$ 556,061.20
(xi) - 9-12 Limited English Proficiency Students	\$ 8,593.20	\$ 30,690.00	\$ -	\$ 98,634.00	\$ 8,118.60	\$ 104,747.00	\$ 250,782.80
TOTALS (ITEM A)	\$ 70,197.72	\$ 1,963,945.75	\$ 45,500.30	\$ 1,524,941.89	\$ 3,028,524.95	\$ 1,098,518.98	\$ 7,731,629.58
TOTAL AOS ALLOCATION-LINE 49	\$ 553,243.70	\$ 5,781,524.21	\$ 216,231.92	\$ 3,989,796.75	\$ 8,959,471.33	\$ 2,912,997.69	\$ 22,413,265.60
(xii) - REMAINING BALANCE OF TOTAL ALLOCATION							\$ 14,681,636.02
Average Calendar Year Pupils	65.0	623.0	21.5	402.5	1,053.5	309.0	2,474.5
% of Total Calendar Year Pupils	2.63%	25.18%	0.87%	16.27%	42.57%	12.49%	100.00%
(xiii) - APPORTIONMENT OF REMAINING BALANCE OF TOTAL ALLOCATION (\$14,681,636.02 X %) (ITEM B)	\$ 385,656.23	\$ 3,696,366.64	\$ 127,563.21	\$ 2,388,102.04	\$ 6,250,597.51	\$ 1,833,350.39	\$ 14,681,636.02
REVISED TOTAL ALLOCATION PER UNIT (totals of ITEMS A & B)	\$ 455,853.95	\$ 5,660,312.38	\$ 173,063.51	\$ 3,913,043.93	\$ 9,279,122.46	\$ 2,931,869.37	\$ 22,413,265.60
LESS LOCAL CONTRIBUTION	\$ 94,975.00	\$ 2,473,280.00	\$ 167,352.50	\$ 533,825.00	\$ 2,161,827.50	\$ 635,677.50	\$ 6,066,937.50
EQUALS SUBSIDY (PER INTERLOCAL AGREEMENT)	\$ 360,878.95	\$ 3,187,032.38	\$ 5,711.01	\$ 3,379,218.93	\$ 7,117,294.96	\$ 2,296,191.87	\$ 16,346,328.10
ACTUAL 2008-2009 SUBSIDY (BEFORE AOS)	\$ 458,268.70	\$ 3,308,244.21	\$ 48,879.42	\$ 3,455,971.75	\$ 6,797,643.83	\$ 2,277,320.19	\$ 16,346,328.10
DIFFERENCES FROM ACTUAL (USING INTERLOCAL AGREEMENT)	\$ (97,389.75)	\$ (121,211.83)	\$ (43,168.41)	\$ (76,752.82)	\$ 319,651.13	\$ 18,871.68	\$ -
DIFFERENCES FROM ACTUAL (USING 4 YEAR AVERAGING)	\$ (108,458.32)	\$ (139,070.05)	\$ (31,265.44)	\$ 19,626.66	\$ 189,964.48	\$ 69,202.67	\$ -
SUBSIDY ALLOCATION BASED ON A PER PUPIL BASIS	\$ 429,384.25	\$ 4,115,482.89	\$ 142,027.10	\$ 2,658,879.39	\$ 6,959,327.80	\$ 2,041,226.67	\$ 16,346,328.10
DIFFERENCE FROM ACTUAL & PER PUPIL ALLOCATION	\$ (28,884.45)	\$ 807,238.68	\$ 93,147.68	\$ (797,092.36)	\$ 161,683.97	\$ (236,093.52)	\$ (0.00)

St John Valley AOS- Appendix

Exhibit 6A-Debt, Lease Service Obligations

A. Bonds, Notes, and Lease Purchase Agreements							
Name of SAU	Date Issued	Original Principal Amount	Asset acquired, constructed or renovated	Principal balance as of July 1, 2008	Principal balance as of July 1, 2009	Final Maturity Date	Other Info Provided
State Approved Debt							
MSAD 33	June 13, 1905	\$3,325,000	St. John Valley Technology Center	\$665,000	\$498,750	November 1, 2011	
MSAD 27	March, 2003		Refinance Eagle Lake & St. Francis Elementary School Libraries - 6 year lease/purchase	\$48,000	\$12,000	November 1, 2009	\$2272/month state share, 2 years remaining
Madawaska	November 1, 1994	\$5,973,340	Construction of Madawaska Elementary School	\$2,554,228	\$2,132,347	November 1, 2014	(of 2008 balance \$463,559 is interest, and of 2009 balance \$340,345 is interest)
Madawaska	June 1, 2006	\$378,760	Revolving Renovation Fund, (Madawaska Middle School was renovated)	\$212,105	\$159,079	August 1, 2011	
Madawaska Total				\$2,766,333	\$2,291,426		
Local Debt							
MSAD 27	October, 2006		Municipal Leasing Consultants Technology Equipment Upgrade	\$144,058	\$53,074	February 1, 2010	\$7,582/monthly, 27 months remaining
MSAD 27	July, 2007		Rev. Renov. Fund/Maine Municipal Bond Bank Community High School Roof	\$244,431	\$217,272	July 8, 1905	\$27,159/year, 9 years remaining
MSAD 27	March, 2003		Refinance Eagle Lake & St. Francis Elementary School Libraries - 6 year lease/purchase	\$48,000	\$12,000	November 1, 2009	\$728/month local share, 2 years remaining
MSAD 27 Total				\$436,489	\$282,346		

Please note: All of the debt listed will remain the responsibility of the individual SAUs.

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Exhibit 7A. Current Central Office Employment Contracts (as of August 12, 2008)

SAU	EMPLOYEE NAME	POSITION	END DATE
SAD 33	Fern Desjardins	Superintendent	6/30/12
SAD 33	Jacqueline Collin	Admin assistant	6/30/2009
SAD 33	Karen Michaud	Financial Secretary	6/30/2009
SAD 27	Patrick O'Neill	Superintendent	6/30/2010
	James Grandmaison	Director of Finance	6/30/2010
SAD 24	Clayton Belanger	Superintendent, Vocational Director*	6/30/09
	Catherine St. Pierre	Assistant to the Superintendent, Transportation/Maintenance Director/ Human Resources	6/30/09
	Karla Michaud	Special Education Director*	6/30/09
	Charlis Sullivan	Adult Education/Community Services Director	6/30/09
SAD 10	Sandra Bernstein	Superintendent	6/30/09

* Also serves as school principal

Exhibit 7 B Central Office Employees with No Contracts as of August 12, 2008

SAU	EMPLOYEE NAME	POSITION
Madawaska	Bill Fowler	Superintendent
Madawaska	Caryl Albert	Bookkeeper
Madawaska	Lisa Beaulieu	Secretary Sp. Projects
Madawaska	Helen Beaupre	Ex. Adm. To Superintendent
MSAD #27	Ina St. Jean	Secretary - Payroll & Records
MSAD #27	Jacqueline Dubois	Secretary – Accounts Payable
MSAD #27	Susan Daigle	Secretary - Bookkeeper
MSAD #27	Pearl Bouchard	Secretary
SAD 10	James Grandmaison	Director of Finance
SAD 10	Susan Daigle	Secretary-Bookkeeper

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Exhibit 7C Non-employment contractual obligations.

PLEASE NOTE: Only one contract (highlighted) is used for Central Office functions, and will be paid by the AOS. All others are for school buildings and will continue to be the obligations of the SAUs.

Madawaska –Grand Isle			
COMPANY NAME OR VENDOR	EXPIRATION DATE	ANNUAL FINANCIAL COMMITMENT	PRODUCT OR SERVICE PROVIDED
Simplex Grinell	2011	2,363.00	Equipment Monitoring
Siemens		5,171.00	Equipment Monitoring
Software Licenses	30-Jun-08		Computer Software
Levesque Office Supplies	2009	1,140.00	Office Equipment
DOC	30-Aug-08	based on usage	Heating Oil, Diesel, Propane
MSAD 27			
COMPANY NAME OR VENDOR	EXPIRATION DATE	ANNUAL FINANCIAL COMMITMENT	PRODUCT OR SERVICE PROVIDED
Sun Trust	1-Feb-10	\$90,984.00	Computer Tech Equip.
Office Max	30-Aug-11	.0089 cents per copy	Photo Copier Rental – Student Services
Office Max	30-Sep-11	.0089 cents per copy	Photo Copier Rental – WES
Office Max	31-Jul-09	.008 cents per copy	Photo Copier Rental – FKES
Office Max	30-Sep-11	.0089 cents per copy	Photo Copier Rental – SFES
Office Max	30-Sep-11	.0089 cents per copy	Photo Copier Rental – ELES
Office Max	28-Feb-11	.00877 cents per copy	Photo Copier Rental – Central Office
Levesque Office Supplies	Aug-09	.00877 cents per copy	Photo Copier Rental – CHS
TNT	30-Jun-09	13,615.00	Snow Removal
JA & R Farms	30-Jun-09	3,535.00	Snow Removal
Simard Construction	30-Jun-09	4,500.00	Snow Removal
Ron Toussaint	30-Jun-09	2,195.00	Snow Removal
Davis CPA	30-Jun-08	6,500.00	Annual Audit Service
Dead River Company	30-Jun-08	based on usage	Heating Oil, Diesel, Propane
MSAD 24			
NONE			
MSAD 33			
NONE			
MSAD 10			
NONE			

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Exhibit 10A
St John Valley RP Meeting Dates

August 22, 2007
September 4, 2007
September 18, 2007
October 2, 2007
October 16, 2007
November 7, 2007
November 20, 2007
December 18, 2007
January 15, 2008
January 22, 2008
February 5, 2008
February 19, 2008
February 26, 2008
March 11, 2008
May 6, 2008
May 28, 2008 (subcommittee)
June 3, 2008
June 24, 2008 (subcommittee)
July 8, 2008
July 15, 2008 (subcommittee)
July 22, 2008 (subcommittee)
July 29, 2008
August 12, 2008

All regular meetings of the RPC were held at the Frenchville Community Center, Route 1, Frenchville.