

REORGANIZATION PLAN

SAU Submitting: SAD #4, SAD #46, Harmony, Willimantic

Contact Information: Paul Bridge
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Date Submitted by SAU: November 12th, 2008

Proposed RSU Operational Date: July 1, 2009

1. 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:

- A. Town of Harmony, a municipal school unit
- B. Maine School Administrative District No. 4
- C. Maine School Administrative District No. 46
- D. Town of Willimantic, a municipal school unit

* The RPC recommends that the RSU board consider public input when selecting a name for the proposed RSU.

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

See #3

3. The method of voting of the governing body.

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

The regional school unit board shall use weighted voting as follows:

Municipality	Population	# of Board members	Votes per member
1 Dexter	3,736	5	61
2 Guilford	1,511	2	62
3 Sangerville	1,254	2	51
4 Garland	957	1	78
5 Exeter	993	1	81
6 Harmony	964	1	79
7 Parkman	807	1	66
8 Abbot	628	1	51
9 Cambridge	530	1	43
10 Ripley	487	1	40
11 Wellington	266	1	22
12 Willimantic	134	1	11
Sub - total	12,267	18	1,000
Dexter Regional High School	N/A	2	0
Piscataquis Community High School	N/A	2	0
Total	12,267	22	1000

Each regular board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered in the following manner as provided by Section XXXX-40:

<u>Town</u>	<u>3-year term</u>	<u>2-year term</u>	<u>1-year term</u>
Dexter	1	2	2
Guilford	1		1
Sangerville	1	1	
Garland			1
Exeter		1	
Harmony	1		
Cambridge			1
Wellington		1	
Willimantic	1		
Abbot			1
Ripley		1	
Parkman	1		
Totals: 1 year – 6 2 year – 6 3 year - 6			

STUDENT REPRESENTATIVES TO THE RSU BOARD OF DIRECTORS

The Board of Directors recognizes that its decisions directly affect the students of the school administrative unit.

In order to provide an opportunity for input and involvement, the Board shall invite the Dexter Regional High School (DRHS) Student Council and Piscataquis Community High School (PCHS) Student Council to each designate two of its members to serve as representatives to the Board subject to the provisions of this policy.

Two student representatives, each from separate graduating classes, will be elected by the DRHS Student Council, and two student representatives, each from separate graduating classes, will be elected from the PCHS Student Council. Representatives will be chosen using a simple majority vote in elections held by October 1st of each year. In a year where there are no students from separate graduation classes seeking election, both representatives from each school may be from the same class. If a student representative position becomes vacant, the Student Council of the respective school will elect another member to serve in that capacity for the remainder of the fiscal year term.

Student representatives are subject to the following additional provisions:

1. Student representatives shall be seated with the RSU Board Members and may participate in discussion during regular board meetings, special board meetings, and board workshops to represent the views of their peers.
 2. Student representatives may be appointed by the School Board Chair to a standing committee of the board as an ex-officio member.
 3. Student representatives may be appointed to advisory committees by the Board.
 4. No substitute shall be allowed to serve instead of the student representative at any meeting.
 5. Student representatives shall adhere to the RSU by-laws, policies, and regulations, including the Board Member Code of Ethics. Failure to do so may result in suspension or revocation of the privilege of serving as a representative to the School Board.
 6. Student representatives may not make or second motions.
 7. Student representatives may vote on any question. The vote will be recorded but will not count toward the final tally.
 8. Student representatives do not count toward determining whether a quorum exists.
 9. Student representatives may not receive any compensation for attending board meetings.
 10. Student representatives may not participate in any executive session of the School Board.
 11. Student representatives shall not have access to confidential materials including but not limited to those prepared in anticipation of executive session.
 12. Student representatives may not participate in negotiations with any bargaining units or in discussion or deliberation concerning the hiring, evaluation, compensation or other matters related to the employment of any personnel.
4. **The composition, powers and duties of any local school committees to be created.**

Not Applicable

5. The disposition of real and personal school property.

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

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

<u>Name of SAU</u>	<u>Description of Excluded Property</u>
SAD #46	Dexter Primary & Middle School, Exeter Consolidated School, Garland Elementary School, Courser Memorial School in Ripley, and Superintendent's office in Dexter (pending opening of the new K-8 school in SAD #46)

The above mentioned property interests will be closed pursuant to 20-A 4102 sub-section (1) and shall be disposed of pursuant to 20-A 4103 sub-section (3) Transfer to Municipality.

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

The disposition of the above non-transferred property shall be as follows:

Any excepted real property and fixtures shall become the property of the municipality in which it is located.

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

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

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume. Bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are no longer serviceable or to keep them in normal operating condition.

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

SAU	Project Description	Principal Amount	Date Authorized by SAU Legislative Body
SAD #46	K-8 School	To be determined	To be determined
SAD #4	Piscataquis Community Middle School	\$1,921,250	1993

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

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

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

A. School Personnel Contracts. A list of all written individual employment contracts to which each of the existing SAUs follows. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall

become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU. The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

SAD #4 POSITIONS	CONTRACT END DATE
Elementary Guidance	8/31/2009
Executive Secretary / Food Service	6/30/2010
High School Principal	6/30/2011
Transportation Director	6/30/2010
Maintenance Director	6/30/2010
District School Nurse	8/31/2009
Speech Pathologist	8/31/2009
Special Education/NCLB Coordinator	6/30/2011
High School Guidance	6/30/2010
Payroll Specialist	6/30/2009
Elementary Principal, Curriculum Coordinator	6/30/2011
Computer Technician	6/30/2009
Technology Coordinator	6/30/2010
Middle School Principal	6/30/2011
½ time Social Worker	8/31/2009
High School Assistant Principal	6/30/2010
Business Manager	6/30/2010
Superintendent	6/30/2011
SAD #46 POSITIONS	CONTRACT END DATE
Librarian – DRHS	6/30/2010
Principal, DRHS	6/30/2010
Secretary	6/30/2009
Student Support Services Director – TCTC	8/15/2009
Assistant Principal, DRHS	6/30/2010
Technology Coordinator, District	6/30/2009
Head Teacher, GES	8/31/2009
Maintenance Director	6/30/2009
Social Worker	6/30/2009
Guidance Counselor – DRHS	8/31/2009
Head Teacher, ECS	8/31/2009
Reading Recovery Teacher Leader	6/30/2009
Superintendent	6/30/2011
Transportation Director	6/30/2009

TCTC – Academic Coordinator	8/31/2009
Special Education Director	6/30/2010
Secretary/Administrative Assistant	6/30/2009
Behavior Specialist/Positive Action Coordinator	6/30/2009
Nurse	8/31/2009
Director of Food Service	8/31/2009
Assistant Principal/Athletic Director – DMS	6/30/2010
Principal, DMS/ECS	6/30/2010
Athletic Director – DRHS	8/31/2009
Technology Coordinator – DRHS	6/30/2009
Secretary	6/30/2008
Tri-County Technical Center Director	6/30/2010
Principal, DPS/GES	6/30/2010
HARMONY POSITIONS	CONTRACT END DATE
Interim Superintendent	6/30/2009
Principal	6/30/2010
Business Manager	6/30/2009

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

SAU	Positions Included in Bargaining Unit	Next Termination Date
SAD #4	Teachers	2011
SAD #4	All support staff	2010
SAD #46	Teachers	2011
SAD #46	Custodians	2011
SAD #46	Bus Drivers	2011 expected
SAD #46	Ed Techs/Secretaries/Lunch	2011
Harmony	Teachers	2009
Harmony	All support staff	2009

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

- C. Other School Contractual Obligations. Following is a list of all contracts to which the existing SAUs are a party and that the RSU will assume as of the operational date.

SAU	Contracting Party	Type of Contract	Expiration Date
SAD 4	Willimantic	Student Transportation	6/30/2009
Harmony	SAD #46	Student Tuition (9-12)	6/30/2016

8. **The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.**

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

Existing financial obligations shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

Minutes of the following public meeting held to prepare or review the reorganization plan are attached as Exhibit 10-A:

Date of Public Meeting	Time	Location
August 4 th , 2008	6:00PM	Piscataquis Community Middle School

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

If the plan is rejected by one or more SAUs, but is accepted by SAUs representing at least 80% of the average number of resident pupils within all of the SAUs in the proposed region, as measured by the average of the most recent April and October resident pupil counts; and by SAUs representing at least 80% of the aggregate fiscal capacity of the SAUs in the proposed region, then in such case the membership of the regional school unit shall include those SAUs that approved the plan.

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

The following estimates are just that: estimates. Any “savings” may likely be off set by other needs and functions that lay outside of central office, but are currently performed either by central office or in some other fashion.

The current climate of financial instability and complex variables combine to make estimating savings or additional expenses three years in advance particularly challenging.

With that in mind, we estimate that the formation of the regional school unit will result in the following costs during the first three years of operation:

First year – 2009 - 2010:

Estimated savings: **\$56,500**

Eliminate 1 part-time Superintendent	6,500
Reduce 1 Special Services Director to assistant director	10,000
Combine 2 maintenance directors and re-assign duties	20,000
Combine 2 transportation directors and re-assign duties	20,000

Estimated additional costs: **\$100,000**

Legal/Accounting	\$20,000
Office infrastructure	\$50,000
SIS system reconciliation	\$30,000

Year One Estimated Net savings (or costs): **(-\$43,500)**

Second year – 2010 - 2011:

Estimated savings: **\$56,500**
see above

Estimated additional costs: **\$75,000**

Year Two Estimated Net savings (or costs): **(-\$18,500)**

Third year – 2011 - 2012:

Estimated savings: **\$65,500**
See above - plus eliminate second part time superintendent (\$9,000)

Estimated additional costs: **\$5,000**
legal, office infrastructure, system reconciliation, IT costs

Year Three Estimated Net savings (or costs): **\$60,500**

Total estimated savings (or costs): **(-\$1,500)**

13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.

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

The Regional Planning Committee recommends that the RSU board consider maintaining the current administrative staff through the end of the first fiscal year of the new RSU and consider the following administrative structure thereafter:

One Superintendent
One Transportation Supervisor
One Special Services Director
One Special Services Assistant Director
One Maintenance Supervisor

13-B. Cost Sharing in Regional School Units

The Regional School Unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The additional local costs of operating the Regional School Unit shall be shared among all the municipalities within the Regional School Unit on the basis of the following formula:

For the first three operational years of the RSU (FY2010, FY2011, and FY2012) each member municipality shall be responsible for its share of additional local funds, in an amount up to the amount of a three year average of additional local funds for FY2007, FY2008, and FY2009, calculated on the basis of each municipality's percentage of the three year average of additional local funds as calculated for FY2007, FY2008, and FY2009 (the "historical additional local funds component").

This local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the Regional School Unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law in addition to or in lieu of fiscal capacity and resident pupils.

The method of amending the cost sharing formula is as follows:

A. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of

the full regional school unit board, the regional school unit board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The region shall give at least 15 days' notice to each municipality comprising the region of any meeting.

B. Each member municipality must be represented at the meeting or meetings by two representatives chosen at large by its municipal officers, and one member of the regional school unit board chosen by the municipality's municipal officers.

Prior to the first meeting of municipal representatives the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. The facilitator shall:

- (1) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region.
- (2) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and
- (3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

C. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.

D. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority vote of the member communities of the region in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 20-A, except that, if the proposed change in cost-sharing plan is based in whole or part on factors other than fiscal capacity or pupil count, the change must be approved by a majority of voters voting in each municipality in the region.

E. If approved at referendum, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.

F. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method.

13-C. Election of initial board of directors.

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 SAD #4, SAD #46, Harmony and Willimantic shall conduct a joint meeting for the purpose of electing an interim secretary of the Regional School Unit and determining a date by which time the initial board of directors of the Regional School Unit shall be elected.

The interim secretary shall notify the municipal officers of the member municipalities of the Regional School Unit of the date by which all elections shall take place. The elections shall be conducted in accordance with Title 30-A Chapter 121 of the Maine Revised Statutes, as amended by Section 1473(2) of Chapter 103-A of Title 20-A of the Maine Revised Statutes, except that the election duties of the secretary and board of directors of the Regional School Unit shall be performed by the interim secretary. For all elections, the duties of the interim secretary shall include:

- 1) notification of the municipal officers of the date by which all elections shall take place;
- 2) furnishing nomination papers at least 10 days before the deadline for filing nomination papers if the municipality uses this system. The election of officers shall be in the same manner in which other municipal officers are elected in the individual municipalities of the RSU;
- 3) receipt of completed nomination papers in accordance with 20-A M.R.S.A. §1473;
- 4) preparation and distribution of election ballots in accordance with 20-A M.R.S.A. §1473;
- 5) receipt of town clerk's certification of the results of the voting in each member municipality;
- 6) tabulation of the town clerk's certification of the results of the voting in each municipality;
- 7) accepting any recount petitions that may be filed pursuant to 20-A M.R.S.A. §1473; and
- 8) totaling the votes cast for each candidate and notifying the clerks in each municipality, the candidates, and the Commissioner of Education of the final results of the voting and the names and addresses of the persons elected as directors.

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

13-D. Tuition Contracts and School Choice

The following SAUs offer some or all of their students a choice of which school to attend:

SAU	Description
Harmony	All students 9-12 may choose to attend any secondary school approved for tuition purposes.
Willimantic	Students in grades K-12 may attend any school approved for tuition purposes.

If the tuition payable to the choice school exceeds the RSU's 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.

Grade levels in the existing SAUs that have choice of schools as of the operational date shall continue to have the same choices in the RSU. At present, according to this plan, students in SAD #46 and SAD #4 do not have school choice.

Any towns in the RSU that have a student population with school choice (Harmony 9-12, Willimantic K-12) shall be responsible for the transportation of students attending a school outside the RSU.

13-E. Claims and Insurance

Disclosure of claims

The parties are aware of no lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of the submission date of this plan. (November 12th, 2008)

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

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

Vote to be Adopted by [School Committee/Board] to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the Regional Planning Committee to reorganize SAD #4, SAD #46, Harmony and Willimantic 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 January 30, 2009.

**RPC
Meeting Minutes**

Public Meeting held at PCMS 8/4/08 6:00 p.m.

Members Present:

The following persons were present: Charles Woodmancy, Rodney Farrar, William Digby, Tom Goulette, Cynthia Hall, Paul Bridge, Michelle Ward, Ella Munday, Steve Gudroe, John Parola, Peter Cooley, Onie Lougee, Donna Olsen, George Nuite, Julie Willcott, Ralph Huff, Paul Stearns, Kevin Jordan, Gil Reynolds.

20 members of the public attended the meeting.

Paul Bridge started the meeting by explaining that we would be taking input from the public and then reviewing the proposed plan.

A question was asked by the public regarding the fact that since we will not be joining high schools how with the RSU save money with two superintendents? Paul Bridge responded that the RSU committee could not find any savings.

Another question asked by the public was what the penalty was for not voting for the RSU. Paul Stearns responded that if during the vote in November, SAD 4 voted no the penalty would be approximately \$133,000. The State would increase the local mill expectation by two percent. The SAD 46 penalty would be approximately \$161,685.

Another question asked by the public was what the penalty for not submitting a plan was. Paul Stearns advised that he was not sure of the answer to that, but he believed that state subsidy could be withheld.

Would the penalty be a one-time penalty? Paul Stearns answered that one way to look at the penalty was that in ten years time the District was giving up \$1 million dollars. Another way to look at it would be to budget the loss and if everything stays static, the District would move forward without it.

Question was asked by the public if the RSU committee had found any increases in costs. Paul Bridge responded yes, for example, the employee contracts would cause an increase. John Parola responded that over the months the RSU has spent on this plan they were asking where and how to save money. The committee decided that was not their task, it was their task to do the plan and present that to the public, the new RSU board would need to determine the savings, if any. Paul Bridge responded that the Districts are already collaborating and have agreements in place.

A member of the public stated that if the RSU saw no savings and they have no answer to what expenses the Towns would incur, then how could the people vote for the plan. There is nothing solid in the plan to vote on. He stated it was a lousy set up and no one will vote on it. The plan is State driven.

Charles Woodmancy responded that the RSU board members continuously asked questions while working on the plan and that the RSU members would either receive no answer or different answers to the same questions asked, which made it very difficult to move forward with their work.

A member of the public asked what the difference was between reorganizing and keeping things the way they are right now, especially if there is no savings. Paul Bridge responded that the Governor needed to do a budget and he needed money. This proposal to reorganize went through and was passed by the Legislature.

A member of the public stated she was confused because she was under the understanding that there would only be one superintendent when the new RSU was formed but she doesn't understand why both superintendents are staying on. Paul Stearns responded that it is because the law also required that all superintendent contracts be honored, which means that the two superintendents, even if not chosen to be the superintendent for the new RSU, could stay on in some capacity until their contracts expire.

The public asked a question whether or not the Governor could change this plan. Paul Bridge responded that this could be changed by the Legislature at any time.

A member of the public stated that he wanted to thank the RSU committee for all of the hours they had put in and the job they had done to get the plan ready for submission.

Charles Woodmancy asked the question: "If this is the law and the new RSU goes forward, is there any turning back?" Doug Smith responded that there was no exit, once the new RSU is formed there is no turning back.

The public meeting was adjourned at 7:15 p.m.

The RSU Committee members met after the public meeting.

Ella Munday announced that the Dexter public meeting date has been changed to October 9th. Willimantic will be holding their public meeting October 22nd at 6:30 at their Town hall. It was discussed and decided that the individual members of the RSU committee will attend their own public meetings and that the full committee is not needed at all of the four meetings.

Gil Reynolds asked for clarification that the individual school boards would only be voting to submit the plan and not to make changes to the plan. He was correct.

John Parola asked for clarification that the minutes of the public meeting for tonight would be attached to the plan. He was correct.

Paul Stearns clarified that only one plan would be sent in to the commissioner. The plan will be sent on August 22nd.

Discussion was had regarding compensation of committee members. It was suggested that the committee members be reimbursed by attendance count. It was also discussed that this would be the last RSU Committee Meeting if all of the school boards vote to submit the plan to the Commissioner. Michelle Ward will go through the minutes of the meetings to tally up the attendance records for committee members. Peter Cooley made a motion to accept the recommendation to compensate committee members based on attendance, Ella Munday seconded the motion. Motion carried with one member opposed.

Tom Goulette asked if there were any administrative costs outstanding. Michelle has already been compensated and there may be some final costs attributed to tonight's meeting.

Paul Bridge made the motion to adjourn. Tom Goulette seconded the motion. Meeting adjourned at 7:33 p.m.