

# SCHOOL UNION #98

Office of the Superintendent of Schools  
P.O. Box 60 • Mount Desert, Maine 04660  
207-288-5049 / 5040  
Fax 207-288-5071

21 August 2008

Susan Gendron, Commissioner  
Maine Department of Education  
23 State House Station  
Augusta, Maine 04333-0023

Re: Reorganization Plan for Union 98 SAU's and Trenton

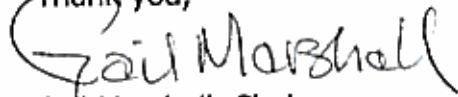
Dear Commissioner Gendron,

Enclosed please find for your consideration our plan for Mount Desert Island Regional School System, a reorganization of Union 98 and Trenton as an Alternate Organizational Structure and supporting documents. These should be consistent with the electronic submission provided on August 22.

As Brian Hubbell has explained, we are working towards a November 4 vote which is not only desirable but necessary because of the budget deadlines in our high school private and special act (February), necessitating preparation of the first MDIRSS budget in December 2008. The November 4 referendum language deadline in Bar Harbor is August 25th. In light of all of that, we are eager for response to the plan, and we greatly appreciate the efforts your staff have been making to preview the documents we have been submitting in the past few weeks.

Please do contact us with any questions or concerns anyone on your staff may have.

Thank you,



Gail Marshall, Chair  
Union 98 RPC



## School Union No. 92

443 Main Street • Ellsworth, Maine 04605  
(207) 667-7571  
Fax (207) 667-7855

James S. Boothby  
Superintendent

Susan M. Smith  
Curriculum Coordinator

David L. Brigham  
Business Manager

August 20, 2008

Mrs. Susan Gendron  
Commissioner of Education  
23 State House Station  
Augusta, ME 04333-0023

Dear Commissioner:

Included in this packet of information is Trenton's letter of intent to participate in the formation of an alternative organizational structure (Mount Dessert Island Regional School System). The Trenton School Committee took official action directing me to: file a letter of intent at the August 12, 2008 School Board meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Boothby', written over a horizontal line.

James Boothby  
Superintendent

## NOTICE OF INTENT

SAU Submitting: Bar Harbor School Department

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

*A Reorganization Plan is submitted by each of the SAUs that proposes to become part of a new Regional School Unit that includes other SAUs. The SAUs of the proposed RSU must submit a Reorganization Plan even if the proposed RSU would be smaller than 2,500 but greater than 1,200 students due to geographic, demographic and other allowed exceptions.*

**2. Notice of the SAU's Intent to Submit an Alternate Plan: Not applicable**

**3. Basis for Alternative Plan: Not applicable**

**4. Facilitator (if applicable, if known): William Ferm**

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

DOE USE ONLY: Date Received \_\_\_\_\_

DOE USE ONLY: Date Reviewed \_\_\_\_\_

DOE USE ONLY: Intended Action Complies \_\_\_\_\_ Does Not Comply \_\_\_\_\_

DOE USE ONLY: Date of Commissioner Response \_\_\_\_\_

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DOE USE ONLY: Due Date for Revisions from SAU \_\_\_\_\_

DOE USE ONLY: Date Revised Notice Reviewed \_\_\_\_\_

DOE USE ONLY: Date of Commissioner Response to Revised Notice \_\_\_\_\_



## NOTICE OF INTENT

SAU Submitting: Mount Desert School Department

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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DOE USE ONLY: Date of Commissioner Response to Revised Notice \_\_\_\_\_

## NOTICE OF INTENT

SAU Submitting: Southwest Harbor School Department

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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## NOTICE OF INTENT

SAU Submitting: Tremont School Department

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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## NOTICE OF INTENT

SAU Submitting: Cranberry Isles School Department

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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## NOTICE OF INTENT

SAU Submitting: Frenchboro School Department

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan: Not applicable**

**3. Basis for Alternative Plan: Not applicable**

**4. Facilitator (if applicable, if known): William Ferm**

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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## NOTICE OF INTENT

SAU Submitting: Swan's Island (SAD #76)

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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DOE USE ONLY: Date of Commissioner Response to Revised Notice \_\_\_\_\_

## NOTICE OF INTENT

SAU Submitting: Mount Desert Island Regional High School (CSD 7)

Contact Information: Robert E. Liebow, Superintendent School Union 98

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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DOE USE ONLY: Date of Commissioner Response to Revised Notice \_\_\_\_\_

## NOTICE OF INTENT

SAU Submitting: Trenton School Department

Contact Information: James Boothby, Superintendent School Union 92

Date Submitted by SAU: 8-22-08

### **1. Notice of the SAU's Intent to Submit Reorganization Plan to form an Alternative Organizational Structure**

SAUs included in current discussions for the proposed Alternative Organizational Structure (AOS): Southwest Harbor School Department, Mount Desert School Department, Bar Harbor School Department, Tremont School Department, Mount Desert Island High School (CSD 7), Frenchboro School Department, Swan's Island (SAD 76), Cranberry Isles School Department, and Trenton School Department.

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**2. Notice of the SAU's Intent to Submit an Alternate Plan:** Not applicable

**3. Basis for Alternative Plan:** Not applicable

**4. Facilitator (if applicable, if known):** William Ferm

### **5. Determination and Notification of Compliance**

*The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.*

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# REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
Bar Harbor School Department	Bar Harbor School Department
Mount Desert School Department	Mount Desert School Department
Southwest Harbor School Department	Southwest Harbor School Department
Tremont School Department	Tremont School Department
Mount Desert Island Regional High School (CSD 7)	Mount Desert Island Regional High School (CSD 7)
Cranberry Isles School Department	Cranberry Isles School Department
Frenchboro School Department	Frenchboro School Department
Swan's Island (SAD 76)	Swan's Island (SAD 76)
Trenton School Department	Trenton School Department

Contact Information:

RPC Chair

Name: Gail Marshall

Address: P.O. Box 578, Mount Desert, Maine 04660

Telephone: 244-7219

Email: [gailmarshall@gmail.com](mailto:gailmarshall@gmail.com)

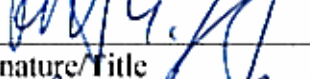
Date Plan Submitted: August 22, 2008

Proposed Alternative Organizational Structure Operational Date: July 1, 2009

  
Signature/Title Superintendent Union 98

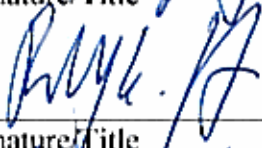
8-22-08  
Date

Bar Harbor School Department  
SAU

  
Signature/Title Superintendent Union 98

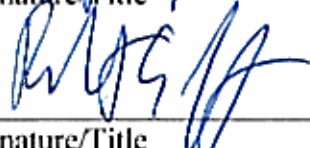
8-22-08  
Date

Mount Desert School Department  
SAU

  
Signature/Title Superintendent Union 98

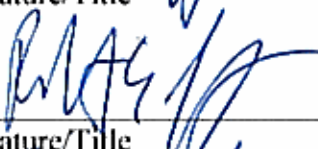
8-22-08  
Date

Southwest Harbor School Department  
SAU

  
Signature/Title Superintendent Union 98


8-22-08  
Date

Tremont School Department  
SAU

  
Signature/Title Superintendent Union 98

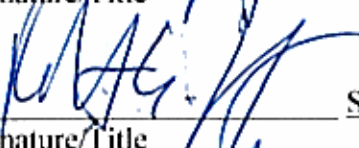
8-22-08  
Date

Mount Desert Island Regional High School  
(CSD 7)

  
Signature/Title Superintendent Union 98

8-22-08  
Date

Cranberry Isles School Department  
SAU

  
Signature/Title Superintendent Union 98

8-22-08  
Date

Frenchboro School Department  
SAU

  
Signature/Title Superintendent Union 98

8-22-08  
Date

Swan's Island (SAD 76)  
SAU

  
Signature/Title Superintendent Union 92

8-22-08  
Date

Trenton School Department  
SAU

# **Reorganization Plan for Alternative Organizational Structure Cover Sheet** (Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan (See Attachment)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.



Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Collaborative Agreements</b>							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input checked="" type="checkbox"/>

*\*only an Inter-Local Agreement*

**Exceptions to 2,500 minimum**

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1690

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Explanation of Barriers –**

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier
	N/A

**Assistance Needs –**

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?
	N/A	



## Mount Desert Island Schools' Regional Planning Committee

- [Committee membership list](#)
- Email the RPC: [rpc@mdischools.net](mailto:rpc@mdischools.net)

### Meetings and reports:

- [MDI Regional School System Reorganization Plan](#) (Approved by RPC: 8/06/2008)
  - [MDI Regional School System Inter-local Agreement](#) (Approved by RPC: 8/06/2008)
  - [Reorganization FAQ sheet](#), (8/04)
  - [Reorganization Timeline](#)
- Wednesday, August 6, 2008, RPC Meeting (with public forum), Mount Desert Island High School Library, 7:00PM-9:00PM
  - [Notice of public forum on reorganization plan](#)
  - [Agenda for 8/06 meeting](#)
  - [Audio transcript of 8/06 meeting](#)
  - [DRAFT minutes of 8/06 meeting](#)
- Wednesday, July 30, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [Agenda for 7/30 meeting](#)
    - [DRAFT Inter-local agreement](#) (7/23, with working annotations)
    - [Working draft of reorganization plan](#) (7/24)
  - [Audio transcript of 7/30 meeting](#) (\*.mp3)
  - [DRAFT minutes of 7/30 meeting](#)
- Wednesday, July 23, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [Agenda for 7/23 meeting](#)
  - [Audio transcript of 7/23 meeting](#) (\*.mp3)
  - [Minutes from 7/23 meeting](#)
- Wednesday, July 2, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [Agenda for 7/02 meeting](#)
    - [School District Consolidation: Impact and Opportunity for Trenton](#), Presentation from 6/17 Trenton public hearing
    - [Proposed reorganization timeline](#)
    - [DoE response to 6/13 progress report](#), Commissioner Gendron
  - [Audio transcript of 7/02 meeting](#) (\*.mp3)
  - [DRAFT minutes of 7/02 meeting](#)
- June 13 Interim progress report to DoE
  - [Cover letter](#)
  - [Progress report](#)
  - [Voting chart](#)
  - [Finance formula](#)
- Wednesday, June 4, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [6/04 meeting agenda](#)
    - [Reorganization timeline chart](#)
    - [a proposal for board composition](#)
    - [Present Union 98 cost-sharing formula](#)
  - [Audio transcript of 6/04 meeting](#), (\*.mp3)
  - [DRAFT progress report on inter-local agreement](#), (6/09)
  - [DRAFT minutes of 6/04 meeting](#)

- Wednesday, May 28, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [5/28 meeting agenda](#)
    - [Last November's reorganization plan \(with some expected areas for changes highlighted and with a column added for potential AOS functions\)](#)
    - [Draft outline of proposed inter-local agreement components and functions](#)
  - [Audio transcript of 5/28 meeting, \(\\*.mp3\)](#)
  - [DRAFT minutes of 5/28 meeting](#)
- Wednesday, May 21, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [5/21 meeting agenda](#)
  - [Audio transcript of 5/21 meeting, \(\\*.mp3\)](#)
  - [DRAFT minutes of 5/21 meeting](#)
- Wednesday, May 14, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [5/14 meeting agenda](#)
    - [LD 2323](#)
    - [Title 30-A](#)
  - [Audio transcript of 5/14 meeting, \(\\*.mp3\)](#)
  - [DRAFT 5/14 meeting minutes](#)
- Wednesday, April 30, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [4/30 meeting agenda](#)
  - [Audio transcript of April 30 meeting](#)
  - [DRAFT 4/30 meeting minutes](#)
- ~~Wednesday, April 16, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM~~
  - [4/16 meeting agenda](#)
- ~~Wednesday, March 19, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM~~
- Wednesday, February 27, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [2/27 meeting agenda](#)
  - [Audio transcript of February 27 meeting](#)
  - [DRAFT 2/27 meeting minutes](#)
- Wednesday, February 6, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [2/06 meeting agenda](#)
  - [Audio transcript of 2/06 meeting](#)
  - [DRAFT 2/06 meeting minutes](#)
- [January 30 interim progress report to the Department of Education](#)
- Wednesday, January 23, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [1/23 meeting agenda](#)
  - [Audio transcript of 1/23 meeting \(\\*.mp3\)](#)
  - [DRAFT 1/23 meeting minutes](#)
- Wednesday, January 9, 2008, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [1/09 meeting agenda](#)
  - [DRAFT 1/09 meeting minutes](#)

- Wednesday, November 28, 2007, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [11/28 meeting agenda](#)
  - [Audio transcript of 11/28 meeting \(\\*.mp3\)](#)
  - [DRAFT 11/28 meeting minutes](#)
  - [RSU board composition and weighted votes under different combinations of towns](#), (DRAFT, 11/16)
  - RPC's 12/01 plan submittal
    - [Cover letter](#)
    - [Reorganization Plan Submittal Sheet](#)
    - [Reorganization Plan Checklist](#)
    - [Mount Desert Island Regional School Unit Reorganization Plan](#) (approved by RPC, 11/28)
      - [Ruling on MDI RPC's plan](#), Commissioner Gendron (12/15)
        - [Department of Education rejects Mount Desert Island's school plan](#), RPC press release
        - [\[Bar Harbor\] Consolidation plan rejected](#), Bar Harbor Times
        - [State rejects MDI school plan](#), Mount Desert Islander
        - [Bar Harbor: Island's leaders upset state rejected MDI school plan](#), Bill Trotter, Bangor Daily News
- Thursday, November 15, 2007, RPC Meeting, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [11/15 meeting agenda](#)
  - [Audio transcript of 11/15 meeting \(\\*.mp3\)](#)
  - [11/15 meeting minutes DRAFT](#)
- Wednesday, November 14, 2007, **RPC Public Hearing**, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [DRAFT agenda for 11/14 public hearing](#)
  - [Powerpoint presentation](#), Superintendent Liebow, (\*.ppt)
  - [Audio transcript of 11/14 Public Forum \(\\*.mp3\)](#)
  - [Minutes of 11/14 Public Forum](#)
  - [MDI is 'lucky' to keep local controls](#), Becky Buyers-Basso, Mount Desert Islander
- Wednesday, November 7, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [11/07 meeting agenda](#)
  - [Continuing draft of RSU vs. Local Board authorities](#), (10/25)
  - [Audio transcript of 11/07 meeting](#)
  - [DRAFT minutes from 11/07 meeting](#)
- Wednesday, October 24, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [10/24 meeting agenda](#)
  - [Continuing draft of RSU vs. Local Board authorities](#), (10/18)
  - [Audio transcript of 10/24 meeting](#)
  - [10/24 meeting DRAFT minutes](#)
- Wednesday, October 17, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [October 17 meeting agenda](#)
  - [Administration's recommendations regarding powers of RSU vs. local boards](#), Union 98's administrators (10/11/07)
  - [Audio transcript of 10/17 meeting, \(\\*.mp3\)](#)
  - [DRAFT minutes of 10/17 meeting](#)



- Wednesday, October 3, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [October 3 meeting agenda](#)
  - [Drummond Woodsum's Reorganization Plan template, 09/26/2007 \(\\*.doc\)](#)
    - [School Consolidation Overview](#), Drummond Woodsum (9/26)
    - [Template for composition, powers and duties of any local school committees](#), Drummond Woodsum (9/26)
    - [Timing Considerations for Referenda on School Reorganization Plans](#), Drummond Woodsum (9/26)
    - [Template for Alternative Plan](#), Drummond Woodsum (9/26)
  - [MDI RSU Financials including potential voting structure \(\\*.xls, 10/01\)](#)
    - [Potential committee and voting apportionment](#)
  - [audio transcript of 10/03 meeting, \(\\*.mp3\)](#)
  - [DRAFT meeting minutes, 10/03](#)
- Wednesday, September 19, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [9/19 meeting agenda](#)
  - [audio transcript of 9/19 meeting \(\\*.mp3\)](#)
  - [DRAFT 9/19 meeting minutes](#)
- Wednesday, September 5, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [9/05 meeting agenda](#)
  - [audio transcript of 9/05 meeting, \(\\*.mp3\)](#)
  - [9/05 DRAFT meeting minutes](#)
  - [\[Bar Harbor\] Reorganization committee looking at all angles](#), Greg Fish, Bar Harbor Times
- Wednesday, August 22, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [8/22 meeting agenda](#)
  - [Spreadsheet of financial model #4 under different scenarios of partnerships, \(\\*.xls, 08/22/2007\)](#)
    - [Spreadsheet of financial model 4 updated to show equivalent taxpayers' costs by municipality, \(8/31, \\*.xls\)](#)
  - [audio transcript of 8/22 MDI RPC meeting, \[\\*.mp3\]](#)
  - [DRAFT minutes of 8/22 meeting](#)
  - [Explanation of the MDI HS funding formula](#), Rob Liebow's 2006 presentation (1.5Mb, \*.ppt)
  - [Officials running consolidation numbers](#), Becky Buyers-Basso, Mount Desert Islander
- Wednesday, August 8, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [8/08 RPC meeting agenda](#)
  - [Potential models for Mount Desert Island RSU](#), Superintendent Liebow's powerpoint [\*.ppt]
  - [audio transcript of 8/08 MDI RPC meeting, 8/08 \[\\*.mp3\]](#)
  - [Meeting minutes](#)
  - [\[Bar Harbor\] District consolidation models are explored](#), Becky Buyers-Basso, Mount Desert Islander
- Thursday, August 2, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [08/02/2007 RPC meeting agenda](#)
  - [08/02/2007 RPC meeting minutes](#)
  - [School costs face big shift in future](#), Tom Minervino, Bar Harbor Times
- Monday, July 23, 2007, Mount Desert Island High School Library, 7:00PM-9:00PM
  - [07/23/2007 RPC meeting agenda](#)
  - [Unofficial notes of initial RPC meeting, July 23, 2007](#)
  - [Regional school group gets to work](#), Tom Minervino, Bar Harbor Times

**Interlocal Agreement for the Creation of  
Mount Desert Island Regional School System as an  
Alternate Organizational Structure  
30-A M.R.S.A. Chapter 115**

Agreement made as of August 22, 2008 among Bar Harbor School Department ("Bar Harbor"), a municipal school unit acting by and through its school committee; Mount Desert School Department ("Mount Desert"), a municipal school unit acting by and through its school committee; Southwest Harbor School Department ("Southwest Harbor"), a municipal school unit acting by and through its school committee; Tremont School Department ("Tremont"), a municipal school unit acting by and through its school committee; Cranberry Isles School Department ("Cranberry Isles"), a municipal school unit acting by and through its school committee; Frenchboro School Department ("Frenchboro"), a municipal school unit acting by and through its school committee; Trenton School Department ("Trenton"), a municipal school unit acting by and through its school committee; Maine School Administrative District No. 76 ("M.S.A.D. #76 - Swan's Island"), a Maine school administrative district acting by and through its Board of Directors; and Mount Desert Island Regional School District, a school administrative unit created by Private and Special Law acting by and through its school district committee, (hereinafter collectively the "Member School Units"), all with a mailing address of 1081 Eagle Lake Road, P.O. Box 60, Mount Desert, ME 04660 except Trenton which has a mailing address of 443 Main Street, Ellsworth, ME 04605; and

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form Mount Desert Island Regional School System, an Alternate Organizational Structure (hereinafter "AOS") within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services through the creation of the AOS 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 common 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 the conditions of approval 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 organize the Member School Units into an Alternate Organizational Structure ("AOS") under the name of "Mount Desert Island Regional School System", in order to achieve the 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 Mount Desert Island Regional School System. The Mount Desert Island Regional School System is an Alternate 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, 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. School Committee. Mount Desert Island Regional School System shall be governed by an AOS school committee consisting of representatives of the school committees of each of the four towns within the Mount Desert Island Regional School District, being the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, and the school committees of the Towns of Cranberry Isles, Frenchboro, and Trenton and the Board of Directors of M.S.A.D. #76 - Swan's Island as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Bar Harbor	4
Mount Desert	3
Southwest Harbor	3
Tremont	3
Trenton	3
Cranberry Isles	1
Frenchboro	1
M.S.A.D. #76 - Swan's Island	1

The Mount Desert Island Regional School District, comprised of the towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, shall not be separately represented on the AOS school committee. The school committee of each town located within the AOS including the board of directors of M.S.A.D. #76 – Swan's Island, shall choose from its membership the representatives to the AOS school committee to which that school committee is entitled. Each member of the AOS school committee shall have

one vote. Membership on the AOS school committee shall terminate at any time that a member of the AOS school committee ceases to hold office as a member of the school committee of the Member School Unit represented. Any vacancy on the AOS school committee shall be filled by the school committee of the Member School Unit in whose representation the vacancy occurs. In August of each year, the AOS school committee shall choose by ballot from among its members a chair and secretary of the AOS school committee for the ensuing year.

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
Bar Harbor, Mount Desert, Southwest Harbor, Tremont	Operate Grades K-8
Cranberry Isles, Frenchboro, M.S.A.D. #76 - Swan's Island and Trenton	Operate Grades K-8; pay tuition for Grades 9-12
Mount Desert Island Regional School District	Operates Grades 9-12 for Bar Harbor, Mount Desert, Southwest Harbor and Tremont; accepts tuition students in Grades 9-12 from Cranberry Isles, Frenchboro, Swan's Island and Trenton, and may accept other tuition students.

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school committee 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 AOS school committee shall be responsible for 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 school committee 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 school committee shall develop and implement on an on-going basis a plan for consistent collective bargaining agreements within the AOS.

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

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS central office budget;
- c. Apportion to each Member School Unit its share of the AOS central office 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 administer balances, carryover funds, reserve accounts and other assets transferred to the AOS under the School Reorganization Plan

and establish and expend other reserve funds as approved through the AOS budget process and as permitted by applicable law;

- f. Own and manage AOS central office property and equipment;
- g. To the extent permitted by law, authorize and administer 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. Administer federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. File all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee 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 maintain in the AOS central office personnel records of all employees of the AOS and Member School Units;
- n. Oversee and maintain a consistent K-12 core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;
- p. Administer the transportation systems for the AOS Member School Units, including bus purchases;
- q. Administer the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and expend 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 Central Office;
- u. Allocate state subsidy among the Member School Units in accordance with the state subsidy allocation method described in paragraph 11;
- v. Administer 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. Designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine who is authorized to attend meetings of the school committees of the AOS and Member School Units on an as-needed basis as secretary pro-tem in place of the Superintendent of Schools.

7. If the School Reorganization Plan which incorporates this Interlocal Agreement is defeated by the voters of any of the towns in the Mount Desert Island Regional School District, being the towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, this Interlocal Agreement shall not become operative and the AOS shall not be formed. Failure to approve the School Reorganization Plan which incorporates this Interlocal Agreement by the voters of Cranberry Isles, Frenchboro, M.S.A.D. #76 - Swan's Island, or Trenton shall not prevent this Interlocal Agreement from becoming operative and shall not prevent formation of the AOS, provided that in that event, this Interlocal Agreement shall be amended without further action by the remaining Member School Units, to delete all reference to those Member School Units which fail to approve the School Reorganization Plan.

8. 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 school committee 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.

9. Budget Adoption Procedures. The AOS school committee shall develop each year a central office 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 central office 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 school committee. Following the AOS budget meeting, the AOS school committee shall notify the Member School Units of their respective shares of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 10. The school committee of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS central office 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 committee. 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 committee. 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 central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure may be discontinued by the voters of the AOS and/or a 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 10 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 central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

10. Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS central office budget on the following basis:

- a. The gross budget of each Member School Unit, including its share of the AOS central office budget for the preceding fiscal year, shall be calculated

as a percentage of the total combined gross budget of all of the Member School Units for the preceding fiscal year;

- b. The average number of pupils of each Member School Unit on April 1 and October 1 of the preceding calendar year shall be calculated as a percentage of the total combined average number of pupils of all of the Member School Units for the preceding calendar year;
- c. The average size of the staff of each Member School Unit measured in full-time equivalents on April 1 and October 1 of the preceding calendar year shall be calculated as a percentage of the total combined average number of staff of all the Member School Units measured in full-time equivalents for the preceding calendar year;
- d. The percentages for each Member School Unit calculated under paragraphs a, b and c shall be averaged in order to determine each Member School Unit's "average of the three percentages";
- e. Each Member School Unit shall then be assigned one half of one percent (.5%) of the AOS central office budget as its "initial contribution." The remaining portion of the AOS central office budget, after deducting one-half of one percent (.5%) for each Member School Unit, shall be allocated to the Member School Units in proportion to each Member School Unit's average of the three percentages. Each Member School Unit's contribution to the AOS central office budget shall be calculated as the sum of 1) its initial contribution of one half of one percent (.5%) of the total AOS central



office budget, plus 2) the amount calculated by applying each Member School Unit's "average of the three percentages" to the balance of the AOS central office budget after deducting one half of one percent (.5%) of the AOS central office budget for each Member School Unit.

- f. Each Member School Unit shall pay its share of the AOS Central Office budget to the AOS in twelve monthly installments on or before the first day of each month of the July 1-June 30 fiscal year.

11. Allocation of State Subsidy. The AOS school committee shall allocate state subsidy received by the AOS as follows:

- a. State Subsidy Allocation Policy. The AOS school committee, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school committee deems necessary, shall annually allocate the State education subsidies to be received by the AOS among the AOS Member School Units so that the allocation 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 Allocation. Beginning in Fiscal Year 2009-10, the AOS school committee shall allocate state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of State subsidy allocation:

1. State subsidy received by the AOS which represents the minimum special education subsidy adjustment for any of its Member School Units calculated pursuant to 20-A M.R.S.A. § 15689, or successor provision, shall be reallocated among those Member School Units based on the percentage that the special education costs of each of those Member School Units was of the total special education costs of all of those Member School Units in the year two years prior to the year of allocation;
2. To the extent that State subsidy is received by the AOS for debt service costs incurred by a Member School Unit that is not eligible for a minimum special education adjustment, that State subsidy shall be allocated to the Member School Unit responsible for paying those debt service costs;
3. To the extent that State subsidy received by the AOS represents other subsidizable costs under 20-A M.R.S.A. § 15681-A, or successor provision, such as costs of bus purchases, career and technical education, and/or gifted and talented education incurred by a Member School Unit that is not eligible for a minimum special education adjustment, that State subsidy shall be allocated to the Member School Unit which incurred those costs; and
4. Any remaining state subsidy received by the AOS shall be allocated to the Member School Units which are not eligible for a minimum

special education adjustment, in proportion to the amounts by which their respective EPS total operating allocations, excluding any amounts already allocated under subparagraphs 2 and 3 above, exceed their respective required local contributions.

- 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 committee, by a two-thirds vote of its full membership, may modify 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.

12. 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 central office 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 Central Office budget under the AOS cost sharing method.

13. 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 committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.

14. 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.

15. 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 committee. Prior to any such termination, the AOS school committee 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 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 committee, 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. Following adoption of a vote to terminate a Member School Unit, the AOS school committee shall submit to the Commissioner of Education a plan for equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of a plan of distribution and/or compensation by the Commissioner, 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.

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 committee or by the school committee(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 each of the following Member School Units: Bar Harbor, Mount Desert, Southwest Harbor, and Tremont. If the School Reorganization Plan is approved by the voters of Bar Harbor, Mount Desert, Southwest Harbor, and Tremont, each voting separately, but not by the voters of any of the towns of Cranberry Isles, Frenchboro, M.S.A.D. #76 - Swan's Island or Trenton, then this Interlocal Agreement shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. Approval of the School Reorganization Plan incorporating this Interlocal Agreement by the voters of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, each voting separately, shall constitute approval by the voters of Mount Desert Island Regional School District which is comprised of the inhabitants and territory of those four towns.

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:

**Bar Harbor School Department**

[Signature] BY: Edward R. Johnston  
Bar Harbor, Its Chair Edward R. Johnston  
Municipal School Committee  
Date: 8/18, 2008

WITNESS:

**Mount Desert School Department**

[Signature] BY: Heather D. Jones  
Mt. Desert, Its Chair Heather D. Jones  
Municipal School Committee  
Date: 8/18, 2008

WITNESS:

**Southwest Harbor School Department**

[Signature] BY: \*(See next page)  
, Its Chair  
Municipal School Committee  
Date: , 2008

WITNESS:

**Tremont School Department**

[Signature] BY: Amy A. Murphy  
TREMONT, Its Chair Amy A. Murphy  
Municipal School Committee  
Date: 8/21, 2008

WITNESS:

**Cranberry Isles School Department**

[Signature] BY: Kath W. Chaplin  
KATHERINE W. CHAPLIN, Its Chair  
Municipal School Committee  
Date: 8/20, 2008

WITNESS:

Bar Harbor School Department

\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_, Its Chair  
Municipal School Committee  
Date: \_\_\_\_\_, 2008

WITNESS:

Mount Desert School Department

\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_, Its Chair  
Municipal School Committee  
Date: \_\_\_\_\_, 2008

WITNESS:

Southwest Harbor School Department

Kathy Cormier BY: Prentice Strong  
\_\_\_\_, Its Chair  
Municipal School Committee  
Date: 8-22-08, 2008

WITNESS:

Tremont School Department

\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_, Its Chair  
Municipal School Committee  
Date: \_\_\_\_\_, 2008

WITNESS:

Cranberry Isles School Department

\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_, Its Chair  
Municipal School Committee  
Date: \_\_\_\_\_, 2008



WITNESS:

[Signature]

Frenchboro School Department

BY:

Yanosa Rozinski  
(MARISSA ROZINSKI), Its Chair  
Municipal School Committee  
Date: 8-12 -, 2008

WITNESS:

[Signature]

Trenton School Department

BY:

[Signature]  
JUDITH SPROULE, Its Chair  
Municipal School Committee  
Date: 8-14 -, 2008

WITNESS:

[Signature]

Maine School Administrative  
District No. 76

BY:

[Signature]  
Sammy E. Tripler, Its Chair  
Board of School Directors  
Date: 8-20 -, 2008

WITNESS:

[Signature]

Mount Desert Island Regional School  
District

BY:

[Signature]  
Gail Marshall, Its Chair  
School District Committee  
Date: \_\_\_\_\_, 2008

WITNESS:

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

BY:

[Signature]  
Susan M. Gendron  
State of Maine  
Commissioner of Education  
Date: \_\_\_\_\_, 2008

# ***Mount Desert Island Regional School System (MDI RSS)***

## **Plan to Reorganize as an Alternative Organizational Structure**

School Administrative Units (SAUs) submitting: Bar Harbor School Department, Mount Desert School Department, Southwest Harbor School Department, Tremont School Department, Cranberry Isles School Department, Frenchboro School Department, Trenton School Department, Maine School Administrative District No. 76 (Swan's Island) and Mount Desert Island Regional School District (hereinafter collectively "Member School Units").

Contact information: Gail Marshall (RPC Chair) 244-7219, Robert Liebow (School Union 98 Superintendent) 288-5011 ext. 323

Date submitted by SAUs: August 22, 2008

Proposed operational date of the MDI RSS: July 1, 2009

### **1. The units of school administration to be included in the proposed MDI RSS.**

Bar Harbor School Department  
Mount Desert School Department  
Southwest Harbor School Department  
Tremont School Department  
Cranberry Isles School Department  
Frenchboro School Department  
Trenton School Department  
Maine School Administrative District No. 76 (Swan's Island)  
Mount Desert Island Regional School District

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

The Mount Desert Island Regional School System shall be governed by an AOS school committee consisting of representatives of the school committees of each of the four towns within the Mount Desert Island Regional School District, being the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont; the school committees of the Towns of Cranberry Isles, Frenchboro, and Trenton; and the Board of Directors of M.S.A.D. #76 - Swan's Island as follows::

<b><u>Member School Unit</u></b>	<b><u>Number of Representatives</u></b>
Bar Harbor	4
Mount Desert	3
Southwest Harbor	3
Tremont	3
Cranberry Isles	1
Frenchboro	1
Trenton	3
M.S.A.D. #76 (Swan's Island)	1

The school committee of each town located within the AOS including the board of directors of M.S.A.D. #76 – Swan's Island, shall choose from its membership the representatives to the AOS school committee to which that school committee is entitled.

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

Each MDI RSS school committee member shall have one vote.

## **4. The composition, powers and duties of local school committees**

The composition, powers and duties of the school committee of the Member School Units shall remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

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

All School Union 98 personal property will be transferred to the Mount Desert Island Regional School System (MDI RSS). School Union 98 holds no real property at this time. All real and personal school property of the Member School Units will remain with them.

**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.**

All School Union 98 indebtedness and lease-purchase obligations will be transferred to the MDI RSS. The indebtedness and lease-purchase obligations of the Member School Units will remain with them.

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

All School Union 98 personnel, personnel contracts and other contractual obligations will be transferred to the MDI RSS. School Union 98 has no collective bargaining agreements. All personnel contracts, school collective bargaining agreements and other school contractual agreements of the Member School Units will remain with them.

**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.**

All existing school funds and financial obligations of School Union 98, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes will be transferred to the MDI RSS. All existing school funds and existing financial obligations of the Member School Units will remain with them.

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

The Mount Desert Island Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of the Towns of Bar Harbor, Mount Desert, Southwest Harbor, and Tremont or on June 30, 2009, whichever occurs first.

The MDI RSS school committee shall be appointed by January 1, 2009 and shall develop the budget for the MDI RSS for FY 2009-10. The MDI RSS budget for FY 2009-10 shall be adopted by the voters in accordance with the budget meeting and budget validation referendum procedures applicable to regional school units as provided in the Interlocal Agreement. The MDI RSS school committee shall employ the MDI RSS school superintendent and make all other necessary decisions in order for the MDI RSS to become operational. Present School Union 98 personnel policies shall serve as the interim policies for the MDI RSS.



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

See attached list of RPC meetings. All RPC meetings are public and at each meeting the public is allowed to comment. All meetings are podcast. Podcasts, agendas, minutes and related documents are posted on the MDI RPC website. A public forum on the proposed Reorganization Plan was held on August 6, 2008. Prior to referendum a public forum shall be held in each town to review the reorganization plan.

**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 defeated by the voters of any of the following municipalities: Mount Desert, Bar Harbor, Southwest Harbor, or Tremont, the MDI RSS shall not be formed under this plan and the SAUs shall re-start the process to form an AOS with the same or other SAUs. Failure to approve this plan by the voters of any of the following municipalities shall not prevent formation of the MDI RSS: M.S.A.D. #76 - Swan's Island, Cranberry Isles, Frenchboro, or Trenton.

**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.**

Although there will be a need to hire some additional staff in the central office, with the addition of Trenton to the MDI RSS, some marginal savings due to efficiencies of scale are projected.

**13. Other matters determined to be necessary.**

**13-A. School Union 92 Assets and liabilities:**

The Trenton School Department will retain any assets and liabilities related to its prior association with School Union 92.

**13-B. Tuition Contracts and School Choice**

**1. Tuition Contracts**

As of the date of this plan, the Trenton School Department has a contract with Mount Desert Island Regional School District which extends through June 30, 2010 for students in grades 9-12.

A tuition contract will be maintained by the Trenton School Department and Mount Desert Island Regional School District for such time as the Trenton School Department is a member of the MDI RSS. Nothing contained in this plan shall prevent the Mount Desert Island Regional School District from contracting with other school administrative units for tuition students.

## **2. School Choice**

Students in grades 9-12 within M.S.A.D. 76-Swan's Island, Cranberry Isles School Department, Frenchboro School Department and the Trenton School Department may choose to attend any secondary school approved by the State for tuition purposes. In such instances, the respective SAU pays up to the maximum state-allowable tuition for each student.

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 MDI RSS.

## **13-C. Claims and Insurance**

Continuity of insurance shall be maintained with the assistance of counsel.

## **13-D. Fewer than 2,500 students**

As approved by the Commissioner of Education in response to letters of intent filed with the Department of Education, the proposed MDI RSS will serve fewer than 2500 students and qualifies for an exemption to that requirement for the following reasons:

- (a) The special conditions of island geography limit the practical boundaries for regionalization.
- (b) Demographics, including student enrollment trends and the composition and nature of communities in the regional school unit;
- (c) Economics, including existing collaborations to be preserved or enhanced and opportunities to deliver commodities and services to be maximized;
- (d) Transportation;
- (e) Population density of less than 100 per square mile; and/or
- (f) Other unique circumstances including the need to preserve existing or developing relationships, meet the needs of students, maximize educational opportunities for students and ensure equitable access to rigorous programs for all students.

## **13-E. Plan for Consistent Collective Bargaining Agreements**

### **Current background and context:**

There are presently two types of collective bargaining agreements in place within the Member School Units.

The first type of agreement covers the support staff in the town of Bar Harbor. The employment of all support staff personnel in the other Member School Units is not presently covered by a collective bargaining agreement.

The second type of collective bargaining agreement covers the teachers in all of the Member School Units in the proposed MDI RSS except the off-shore islands of Swan's Island, Cranberry Isles and Frenchboro. At present, one agreement is in place just for the teachers at the Trenton Elementary School. A second agreement is in place and operates as a series of common contracts that cover the schools in Bar Harbor, Southwest Harbor, Tremont, Mount Desert and Mount Desert Island Regional School District. These common contracts contain identical language and identical salary scales and are negotiated at one time around one negotiating table by mutual agreement of all parties.

Swan's Island and Cranberry Isles schools, even though they have no formal collective bargaining agreement, have for several years followed the contract language and salary scale of Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District. The Frenchboro School due to its extremely limited tax base has not mirrored the salary scale of the Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District.

### **Regional School System plan to achieve consistent bargaining agreements:**

The plan to achieve consistent collective bargaining agreements for all teachers in the proposed new Mount Desert Island Regional School System is as follows:

#### **Year 1: 2008-2009 School Year (Last year of present school organization)**

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District will complete year three of their present three-year contract-in-common and begin to negotiate a new three-year contract-in-common to begin during the 2009-2010 school year.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the main island contract-in-common by mutual agreement.

The Trenton School Department will be completing year one of a new previously negotiated three-year contract with its teachers.



The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island.

**Year 2: 2009-2010 School Year (First year of new AOS)**

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District will complete year one of a new three-year contract-in-common.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the contract-in-common by mutual agreement.

The Trenton School Department will complete year two of its three-year contract and will agree to open that contract to negotiate the adoption of the non-salary language from the contract-in-common in place for Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District to be in effect during the 2010-2011 school year.

The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island but will adopt the other terms of the contract-in-common of Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District.

**Year 3: 2010-2011 School Year (second year of new AOS)**

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District will complete year two of the new three-year contract-in-common.

The Trenton School Department will complete year three of its three-year contract and will begin negotiations for a one-year contract to cover the 2011-2012 school year containing the same language and including the adoption of the salary lane structure of the contract-in-common in place at Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the contract-in-common by mutual agreement.

The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island but will adopt the other terms of the contract-in-common of Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District.

**Year 4: 2011-2012 School Year (third year of new AOS)**



Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District will complete year three of the new three-year contract-in-common.

The Trenton School Department will complete its new one-year contract.

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District and the Trenton School Department will all join together to begin the process of negotiating a new three-year contract-in-common to cover all six schools to begin during the 2012-2013 school year.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the contract-in-common by mutual agreement.

The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island but will adopt the other terms of the contract-in-common of Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District.

#### **Year 5: 2012-2013 School Year (Fourth year of new AOS)**

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District and the Trenton School Department will begin year one of a new three-year contract-in-common. All language will be similar but the Trenton School Department will begin a three-year phase-in of the salary scale.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the contract-in-common of Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District by mutual agreement.

The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island but will adopt the other terms of the contract-in-common.

#### **Year 6: 2013-2014 School Year (Fifth year of new AOS)**

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District and the Trenton School Department will complete year two of the new three-year contract-in-common. The Trenton School Department will complete the second year of a three-year phase-in of the salary scale.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the contract-in-common by mutual agreement.

The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island but will adopt the other terms of the contract-in-common.

**Year 7: 2014-2015 School Year (Sixth year of new AOS)**

Bar Harbor, Mount Desert, Southwest Harbor, Tremont and Mount Desert Island Regional School District and the Trenton School Department will complete year three of the new three-year contract-in-common. The Trenton School Department will complete the final year of the three-year phase in of the salary scale of the contract-in-common.

M.S.A.D. #76-Swan's Island and the Cranberry Isles School Department will continue to mirror the terms and salary scales as outlined in the contract-in-common by mutual agreement.

The Frenchboro School Department will continue to pay its teachers independently of the other school units as per prior agreement with the Commissioner of Education due to its exemption by law as an off-shore island but will adopt the other terms of the contract-in-common.

The implementation of this plan for consistent collective bargaining agreements is subject to collective bargaining with the bargaining units within the Member School Units of MDI RSS.

**13-F: Incorporation of Interlocal Agreement**

The Interlocal Agreement for the Creation of Mount Desert Island Regional School System, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of this Plan.

APPROVED  
JUNE 13, 1963  
BY GOVERNOR

CHAPTER  
176  
P & S LAW

# STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
SIXTY-THREE

H.P. 475 - L.D. 678

**AN ACT to Create a Mount Desert Island Regional School District.**

**Mandate preamble.** This measure requires one or more local units of government to expand or modify activities so as to necessitate additional expenditures from local revenues but does not provide funding for at least 90% of those expenditures. Pursuant to the Constitution of Maine, Article IX, Section 21, two thirds of all of the members elected to each House have determined it necessary to enact this measure.

*Be it enacted by the People of the State of Maine, as follows:*

**Sec. 1. Incorporation; name; purposes.** Subject to the provisions of this act, the inhabitants of and the territory within the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, or such of them as shall by vote of their inhabitants become participating towns hereunder, are hereby created a body politic and corporate under the name of Mount Desert Island Regional School District for the purpose of acquiring property within said district for school and related athletic and recreational purposes; for the purpose of erecting, enlarging, repairing, equipping and maintaining on said property a school building or buildings and related recreational and athletic facilities; for the purpose of receiving, accepting, holding and investing appropriations, gifts, grants, or devises of property, real, personal or mixed, the income or principal, or both, to be used for school and related athletic and recreational purposes; for the purpose of organizing and maintaining a Regional School; all for the benefit of the inhabitants of said district. For the purpose of this act, the word "school" is defined to mean grades 9 to 12, inclusive, and the words "participating town" are defined to mean a town that has voted to accept this act pursuant to section 16 hereof and a town that has been accepted as a participating town pursuant to section 13 hereof. All provisions of the general law relating to public education shall apply to the said Regional School except and to the extent that they shall be inconsistent with the provisions of this act.

**Sec. 2. Trustees, how elected; organization of board; election of officers, tenure of office; vacancies; compensation.** All of the affairs of the district relating to the acquisition of property for school and related athletic and recreational purposes, to the construction of school buildings, additions thereto and improvements thereof, to the furnishing of such buildings and



additions to capital outlay purposes as defined in the Revised Statutes of 1954, chapter 41, section 237-H, to improvement of such property and facilities and to the borrowing of money, shall be governed by a board of trustees. Immediately after this act has become effective as provided in section 16, the municipal officers of each participating town shall appoint 3 persons resident in such town to be the original trustees of the Mount Desert Island Regional School District. Said 3 trustees shall be appointed, one for one year, one for 2 years, and one for 3 years, and thereafter one trustee shall be elected each year for a term of 3 years, and the participating towns by the voters in their respective towns. Said elections shall take place at the annual town meeting and trustees elected or appointed shall serve until their successors are elected and qualified. Vacancies shall be temporarily filled by appointment by the municipal officers of the town in whose representation the vacancy occurs until a successor trustee is elected at the next annual town meeting in said town. The trustees so first appointed, as soon as is convenient thereafter, shall meet for organizational purposes upon call of one of their number after reasonable notice. The said board shall at its first meeting, and annually in April thereafter, choose by ballot from its membership a chairman and a treasurer, both to serve without compensation. The Superintendent of the Regional School, when selected, shall ex officio become the secretary of the said board and until such time a temporary secretary, who need not be a trustee, to be appointed by the trustees shall serve. The treasurer shall give bond to the district in such sum and with such sureties as the trustees may determine, which bond shall remain in the custody of the chairman. The cost of such bond shall be borne by the district.

At the close of the fiscal year the trustees shall make a detailed report of their doings, of the financial condition of the district, and the physical condition of the Regional School building or buildings, said reports to be made, attested to and filed with the municipal officers of each participating town. The said board, acting for the district, shall have and exercise all the powers and authority necessary to carry out its lawful duties.

**Sec. 3. Authority to borrow money and issue notes and bonds.** To procure funds to pay the current expenses, the district through its Regional School Committee is authorized to borrow temporarily in anticipation of moneys to be received from the participating towns hereunder, by the issuance of temporary notes of the district. Such temporary notes shall be payable, and shall be paid, not more than one year from their date, but notes issued for a shorter period may be renewed by the issuance of other notes which mature within the required period of one year. The amount of such notes shall not exceed in the aggregate 80% of the total of the amounts assessed against the participating towns under sections 9 and 10 of this act for the fiscal year in which the borrowing is made or, if no such assessments are made, of the amounts so assessed for the preceding fiscal year.

To procure funds for capital outlay purposes, which included acquiring land, constructing, enlarging, renovating, remodeling and equipping school building and related recreational and athletic facilities and the purchase of equipment of a lasting character, the district through its trustees is authorized to issue bonds and notes not to exceed in the aggregate at any one time outstanding, the limit of indebtedness of 5% of the total of the State valuation of all of the participating towns. Contracts, leases or agreements with the Maine School Building Authority shall not be debts or liability within the provisions of this section. Each bond and note shall have inscribed upon its face the words "Mount Desert Island Regional School District," shall be dated at such time or times, shall be in such denomination, shall bear such rate of



interest, not exceeding 5% per year, payable semiannually, be in such form subject to the provisions of this act and be sold in such manner, at private or public sale, as said trustees shall determine. The district is hereby authorized to use the proceeds of such bonds and notes to meet interest due thereon during the year following the date of issuance thereof. Each issue of said bonds and notes may be made to mature serially or made to run for such periods as such trustees shall determine, but no such issue shall be for a longer period than 25 years from the date thereof. Each issue of said bonds and notes may be callable at any interest payment date with or without premium and may be refunded within the period of 25 years from the date thereof. All bonds and notes issued by the district shall be signed by the treasurer of the board of trustees and countersigned by the chairman of said board and, if coupon bonds be issued, each coupon shall be attested by the facsimile signatures of the chairman and the treasurer printed thereon. Any such bonds or notes, if properly executed by such officers in office on the date such securities are actually executed, shall be valid and binding according to their terms notwithstanding that before the delivery thereof and payment therefore either or both of such officers shall have for any reason ceased to hold office.

Said notes and bonds and said contracts, leases and agreements of the Maine School Building Authority shall be legal obligations of said district, which is declared to be a quasi-municipal corporation within the meaning of the Revised Statutes of 1954, chapter 53, section 137 and chapter 90-A, section 23, as enacted by the public laws of 1957, chapter 405, section 1, and all provisions of said sections or any amendment thereof shall be applicable thereto. Said bonds and notes shall be legal investments for savings banks. The said district is hereby authorized and empowered to enter into such an agreement with the Maine School Building Authority, the State or Federal Government, or any agency thereof, or any corporation or board authorized to loan money or otherwise assist in the financing of such projects as said district is authorized to carry out, as may be necessary or desirable to accomplish the purposes of this act.

**Sec. 4. Serial maturities; refunding bonds provided for; sinking fund.** In case any bonds or notes of the district at any time are issued in serial form, each such issue of serial bonds or notes shall mature in annual installments which are substantially equal, or equal and diminishing, amounts and the first such installment shall be payable not later than 2 years from the date of such issue and the last such installment shall be payable not later than 25 years from such date. But if the proceeds of an issue of bonds or notes, whether serial or term, are used in whole or in part to fund or refund notes or bonds of the district, the period during which such issue of funding or refunding bonds and notes shall be outstanding, plus the entire period of the loan being refunded, shall not exceed 25 years. No issue of bonds or notes shall be invalid by reason of any defect or invalidity of notes or bonds being refunded and no purchaser of any bonds or notes of the district shall be responsible for the due application of the proceeds of such bonds or notes.

In case bonds or notes at any time issued are made to run for a period of years, as distinguished from serial bonds or notes, the trustees shall establish a sinking fund for such bonds or notes for the purpose of redeeming the same when they become due.

The amount to be paid annually into such sinking fund shall not be less than 4% of the total principal amount of such bonds or notes originally issued. In addition to such annual sinking fund payment, the trustees shall have authority from time to time to add to any such sinking fund any funds of said district not required for other purposes. Funds in any sinking fund may be deposited in any savings bank within the state or may be invested in whole or in part in

any bonds of the United States, of the State of Maine or of any political subdivision thereof, as the trustees may determine. Interest received on any funds so invested shall be added to the sinking fund. When and if the amount accumulated in any sinking fund, together with interest received or to be received thereon, shall be sufficient to pay at maturity or, at the option of the trustees, to redeem the bonds or notes for the benefit of which such sinking fund was established, all further payments to such sinking fund shall cease.

Whenever any bonds or notes issued by said district may become due or can be purchased or called for redemption by said district on favorable terms, said trustees, if sufficient funds have accumulated in the sinking fund provided thereof, shall pay, purchase or redeem said bonds or notes and cancel them. In no case shall bonds or notes so paid, purchased or redeemed, and cancelled, be issued again.

In case the amount in any sinking fund shall not be sufficient to pay the total amount when due of the bonds or notes for which such sinking fund was provided, or in case it shall become desirable in the opinion of the trustees to call for redemption any outstanding bonds or notes and to issue new bonds or notes in their stead, authority is hereby granted to said district to issue new bonds or notes sufficient in amount to pay or redeem so many of the original bonds or notes as cannot be paid or redeemed from the sinking fund provided therefore, if any, but in no case shall such new bonds or notes mature more than 25 years from the original date of issue of the original bonds or notes so refunded.

**Sec. 5. Regional School Committee; organization; powers; duties; limitations.** A Regional School Committee consisting of representatives as hereinafter provided for, of each of the participating towns, shall have the authority to elect teachers who shall serve in said school or schools and to fix their salaries, to establish the courses of study, to fix the terms of school, to purchase supplies and equipment and to deal with other matters pertaining to the education of pupils.

All the affairs of said district, except those herein delegated to the trustees and to the voters of the district, shall be managed by the Regional School Committee.

Each participating town shall have at least 2 representatives on the Regional School Committee. There shall be one additional representative from each participating town whose percentage of the total budgeted expense, as apportioned according to the provisions of section 15 of this act, for the preceding year of the district, is equal to or in excess of 25%. Until the district has been in operation for at least one entire fiscal year, membership on the Regional School Committee for such of the following as shall be participating towns, shall be as hereinafter provided: namely, for the Town of Bar Harbor 3 members; for the Town of Mount Desert 3 members; for the Town of Southwest Harbor 2 members; and for the Town of Tremont 2 members.

The superintending school committee of each participating town shall choose from its membership the representatives of the Regional School Committee to which that participating town is entitled as above provided and membership on the Regional School Committee shall be co-terminous with the member's term of office on the superintending school committee of the participating town which he represents. Vacancies shall be filled by the superintending school committee of the town in whose representation the vacancy occurs and if the number of



representatives from the participating town on the Regional School Committee shall be reduced from 3 to 2, the superintending school committee from that participating town shall determine which of the previously selected representatives shall cease to serve.

The Regional School Committee shall, at its first meeting, to be held as soon as convenient after the district is adopted by any 2 or more of the above-named towns, and annually in April thereafter, choose by ballot from its membership a chairman and a secretary.

The Regional School Committee shall have all the powers and duties with respect to the Regional School conferred upon superintending school committees under the general statutes, except to the extent that such power and duties shall have been granted to the board of trustees under this act.

**Sec. 6. Superintendent.** The superintendent of the Regional School or Schools shall be selected by the Regional School Committee and shall have the same duties, powers and responsibilities with respect to said school or schools and their committee as are prescribed by law for public school superintendents.

**Sec. 7. Transportation.** Transportation of pupils to and from the Regional School shall be the responsibility of the individual participating towns; provided, however, such transportation may be all or in part the responsibility of Regional School Committee by vote of the district, subject to the approval of the town or towns involved.

**Sec. 8. Fiscal year; annual reports.** The fiscal year of the district shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each calendar year. On or before January 15<sup>th</sup> of each year, the Regional School trustees and the Regional School Committee shall render to the municipal officers of each of the participating towns reports in writing showing the affairs and conditions of the Regional School for the preceding fiscal year and a detailed estimate in the form of a budget of the amount necessary for the operation and maintenance of said Regional School for the current year. Copies of such reports shall be distributed to the inhabitants of the district in the same manner and form as is provided for town reports, except that the same shall be made available for distribution not later than the annual district meeting of each year.

The voters of the district at each annual meeting of the district shall determine what sum, not less than the amount prescribed by the general law, is required for the operation and maintenance of said Regional School for the current year.

**Sec. 9. Capital costs; assessment of taxes authorized; how collected; procedure.** The trustees shall determine the sums required each fiscal year to pay;

- I. The bonds, notes and other obligations of the district maturing in such fiscal year, the interest due in such fiscal year on all outstanding bonds and notes and obligations of the district, and interest estimated to be due in such fiscal year on bonds and notes or other obligations to be issued by the district;
- II. Sinking fund payments on outstanding bonds or notes of the district issued for term of year;
- III. Rentals and other charges provided for in any contract, lease or agreement with the Maine School Building Authority;
- IV. Other necessary expenses of the district for capital outlay.

The board of trustees shall each year before the first day of April, apportion the total sums so determined among the towns comprising the district, and issue its warrant in the same form as the warrant of the Treasurer of the State for taxes, with proper changes, to the assessors of each participating town, requiring that they assess upon the taxable polls and estates within each such town, including all village corporations therein, an amount determined in accordance with section 15 of this act, and to commit their assessments to the constable or collectors of said towns, who shall have all authority and powers to collect said taxes as is vested by law to collect state, county and municipal taxes. The treasurers of said participating towns shall pay the amount of the tax so assessed against the taxable polls and estates within their respective municipalities to the treasurer of the Regional School trustees on or before the 31<sup>st</sup> day of December of each year. In the case of the failure on the part of the treasurer of said participating towns to pay said sum or any part thereof on or before said 31<sup>st</sup> day of December in the year in which said tax is levied, the treasurer of the district may issue his warrant for the amount of said tax or so much thereof as shall then remain unpaid to the county sheriff, requiring him to levy by distress and sale on the real and personal property (or any of the inhabitants of the participating town where such default takes place) and the sheriff or any of his deputies shall execute said warrant, except as otherwise herein provided. The same authority as is vested in county officials for the collection of county taxes under that provisions of the Revised Statutes is vested in the trustees of said district in relation to the collection of taxes within such participating town.

**Sec. 10. Operational costs; assessment of taxes authorized; how collected; procedure.** The Regional School Committee shall each fiscal year before the first day of April apportion the total sums required for the operation of the Regional School, as such sums are determined by the voters of the district at the annual meeting thereof, among the participating towns in accordance with section 15 of this act. The Regional School Committee shall then issue its warrant in the same form as the warrant of the Treasurer of the State for taxes, with proper changes, to the assessors of each participating town, who shall deduct the amount of subsidies, or other income, if any, accruing to said town because of its share in the Regional School, and shall assess the remaining sum upon the taxable polls and estates within their participating town and commit their assessments to the constable or collectors of said participating town who shall have authority and power to collect as provided in section 9 of this act. The treasurer of each participating town shall with respect to the sum so assessed have the same authority as by said section 9 is granted to the board of trustees.

**Sec. 11. Annual meeting of the district; qualifications of voters of district; procedure at district meetings; annual budgets.** The annual meeting of the district shall be held within the district, and at the school building when completed, on the 2<sup>nd</sup> Wednesday of February, such meeting to start between 9 o'clock in the forenoon and 8 o'clock in the afternoon. The warrant for said meeting or any special meeting shall be signed by the chairman or treasurer of the board of trustees and the chairman or secretary of the Regional School Committee.

The warrant for calling said meeting and any special meeting and procedure in connection therewith shall:

- I. Specify the time; and place of the meeting;
- II. Set forth the business to be acted upon; and
- III. Be directed to any resident of the Regional School District by name, ordering him to notify all voters within such district to assemble at the time and place appointed.



An attested copy of the warrant shall be posted by the person to whom it is directed in some conspicuous public place in each of the participating towns at least 7 days before the meeting, and published in a newspaper having circulation on Mount Desert Island, not more than 21 days and not less than 7 days before the meeting. The person who gives notice of the meeting shall make his return on the warrant stating the manner of notice in each municipality and the time when it was given.

The warrant for the annual meeting shall set forth the school budget in substantially the following form:

**PROPOSED  
SCHOOL BUDGET FOR YEAR \_\_\_\_\_**

**REGIONAL SCHOOL COMMITTEE**

**Operating Budget Expenses**

Total proposed operating expenses \$ \_\_\_\_\_

**BOARD OF TRUSTEES**

**Capital Budget Expenses**

**Bonds and Notes**

Principal – Sinking Fund Payments \$

Interest \$

**Interest on Temporary Notes** \$

**Maine School Building Authority**

Assumed by District \$

Rents or lease payments \$

**Additions and Improvements** \$ \_\_\_\_\_

Total Capital expenses \$ \_\_\_\_\_

Total proposed Expenditure \$ \_\_\_\_\_

Each person whose name appears on the district voting list may attend and vote at a district meeting. The secretary of the school committee shall open the meeting by call for the election of a moderator, receiving and counting votes for moderator, and swearing in the moderator. As soon as he has been elected and sworn, the moderator shall preside at the meeting. The secretary of the school committee shall open the meeting by call for the election of a moderator, receiving and counting votes for moderator, and swearing in the moderator. As soon as he has been elected and sworn, the moderator shall preside at the meeting. The secretary of the school committee shall serve as clerk of the district and shall have custody of the records of district meetings and shall record accurately all the votes of the district meeting.

The trustees shall appoint a resident of said district to make and keep a voting list of all residents in the district eligible to vote. This person shall be known as the registration clerk. The registration clerk shall compile his voting list from the voting lists of all the participating towns. At least 14 days before any meeting, the registration clerk shall bring his voting list up to date by

comparing his list with the official voting lists in the participating towns and by making such additions and deletions as he finds necessary. No additions or deletions shall be made in the 14-day period prior to said meeting. A quorum at any district meeting shall consist of not less than 10 voters of the district, provided at least one voter is present from each of the participating towns.

If for any reason a legally sufficient annual meeting is not held on the date provided above, a meeting in lieu thereof may be called in like manner to be held within one month from said date. Every person resident in said district and qualified to vote for Governor in the town in which he resides shall be entitled to vote in any meeting of the district.

**Sec. 12. Operating budget; procedure for adoption; special appropriation; liability in excess of appropriation prohibited.** The Regional School Committee shall submit at the annual district meeting an operating budget in reasonable detail, the total amount of which shall equal the amount set forth in the warrant for the operating budget and an operating budget for the fiscal year shall be adopted at said annual meeting or an adjourned session thereof. The amounts to be appropriated for the several purposes as set forth in said proposed operating budget may be increased or decreased at the meeting but the total amount specified in the proposed operating budget shall not be increased and no appropriation may be made for a purpose not included in the said proposed operating budget without approval of the Regional School Committee.

Notwithstanding the foregoing provisions of this section, if for any reason an operating budget for the fiscal year shall not previously be adopted at the annual district meeting or an adjournment thereof, the operating budget as proposed by the Regional School Committee shall be deemed the duly adopted operating budget of the district in and after the 31<sup>st</sup> day following the date hereinbefore established for the annual district meeting.

No appropriation shall be made for operating expense at any special meeting for any purpose not approved by the Regional School Committee or in excess of the amount approved by said committee. In cases arising during the fiscal year following the adoption of an operating budget where changes occur which make it unnecessary to use the amount appropriated for a specific purpose, an unexpended balance may be transferred by the Regional School Committee from one appropriation to another, provided the total amount expended for all purposes does not exceed the total amount appropriated in the operating budget for all purposes.

Neither the Regional School Committee, the board of trustees, the treasurer nor any other officer or agent of the district shall pay or agree to pay any money or incur any liability involving expenditure of money for any purpose for which an appropriation has not been made or in excess of any appropriation, provided that during the interval between the end of the fiscal year and the time of making the next annual appropriations, the proper officials of the district authorized to make expenditures may incur liabilities in carrying on the affairs of the district entrusted to them, and payments therefore shall be made from the district treasury from any available funds therein, and the same shall be charged against the next annual appropriations; provided that the liabilities incurred during said interval do not exceed in any month the sums spent for similar purposes during any one month of the preceding fiscal year; but all interest and debt falling due in the said interval shall be paid. Nothing in this section shall be deemed to affect the right of the district through its trustees to borrow money for capital outlay or the power of the trustees to determine upon the capital budget and provide for the apportionment and assessment thereof as provided in section 9 of this act.



2 years after the effective date. In the event a special town meeting shall be called for the purpose of accepting this act, it shall be called, advertised and conducted according to the law relating to municipal elections; provided, however, that the registrar of voters in the respective towns shall not be required to prepare for posting nor the town clerks to post a new list of voters, and for the purpose of registration of voters, said registrars of voters shall be in session in their respective towns one hour preceding such town meetings. The town clerks in the respective towns shall reduce the subject matter of this act to the following question: "Shall the Act to Create a Mount Desert Island Regional School District (to be composed of the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont), passed by the 101<sup>st</sup> Legislature, be accepted?" The voters shall indicate by a cross or check mark placed against the words "Yes" or "No" their opinion of the same. This act shall take effect for all purposes hereof after its acceptance by a majority of the legal voters voting on the question at town meetings in each of the 4 above-named towns, or as hereinafter provided.

When originally submitted, if only 3 of the 4 above-named towns accept this act, then this act may again be submitted for acceptance in such 3 towns prior to 2 years from the effective date of this act; and said act shall take effect for all purposes in said 3 towns upon acceptance in all of said 3 towns. The question shall include only the names of the 3 towns in which the act is then being submitted for acceptance. The town which may fail to accept the act when originally submitted shall not become a part of the district.

When originally submitted, if only 2 of the 4 above-named towns accept this act, then this act may again be submitted for acceptance in such 2 towns prior to 2 years from the effective date of this act; and said act shall take effect for all purposes in said 2 towns upon acceptance in the said 2 towns. The question shall include only the names of the 2 towns in which the act is then being submitted for acceptance. The towns which may fail to accept the act when originally submitted shall not become a part of the district.

The results of all votes to accept or to withdraw acceptance of this act in said towns shall be declared by the municipal officers of the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, respectively, and returns filed by the town clerks with the Secretary of State; if the act is resubmitted to 3 of the 4 above-named towns or resubmitted to 2 of the 4 above-named towns, the results shall be declared and returns filed in similar manner.

#### FISCAL NOTE

This bill requires a change in the method for apportioning local educational costs among the member towns of the Mount Desert Island Regional School District. The additional costs of this state mandate to those towns whose apportionment is increased can not be determined at this time. Pursuant to the Mandate Preamble, the two thirds vote of all members elected to each House exempts the State from the constitutional requirement to fund 90% of the additional local costs.

IN HOUSE OF REPRESENTATIVES.....	1963
Read three times and passed to be enacted. ....	
.....	Speaker
IN SENATE.....	1963
Read twice and passed to be enacted. ....	
.....	President
Approved.....	1963
.....	Governor

**Sec. 13. Addition of participating towns; withdrawal.** Towns not originally in the group of participating towns may be included upon vote of all the towns concerned, in the same manner as is prescribed for the establishing of the Regional School, under such terms and arrangements as may be recommended by the Regional School Committee and approved by such vote, provided that the cost to the applying towns shall be based on the terms as set forth by the Regional School Committee in accordance with section 15 of this act.

When the inhabitants of a participating town have indicated their desire to withdraw from the district by a 2/3 vote of the legal voters in said town present and voting at a special meeting, called and held in the manner provided by law for the calling and holding of town meetings, such withdrawal may be authorized by special act of the Legislature upon such terms as shall be contained in such special act; provided, however, no such withdrawal shall be permitted while such school district shall have outstanding indebtedness.

**Sec. 14. Authority to receive property.** The Mount Desert Island Regional School District is hereby authorized to receive from any of the towns in said district, and said towns are hereby authorized to transfer and convey to said district, any property, real, personal or mixed, now or hereafter owned or held by them and any sums of money or other assets which the said towns have raised or may raise rather by taxation, borrowing or otherwise. Before transferring and conveying any of said property or turning over any of said funds or assets, the municipal officers of the town shall be duly authorized to do so by a majority vote of the legal voters present at any annual or special town meeting, the call for which shall have given notice of the proposed action. The said school district is hereby authorized to sell, transfer, convey or exchange property so received.

**Sec. 15. Operational, maintenance, and capital costs, apportionment among towns.** The total annual budgeted expenses of the Mount Desert Island Regional School District must be apportioned among the participating towns according to the following formulas: 33% of the total is assessed among the participating towns in the same proportion as the percentage of resident pupils of each town enrolled in grades 9 to 12 bears to the total from all towns in those grades, with the enrollment taken as the average of the enrollments of April 1<sup>st</sup> and December 31<sup>st</sup> in those grades of the calendar year preceding that year to which the budget applies; 67% of the total is assessed among the participating towns in the same proportion as the fiscal capacity of each participating town bears to the total fiscal capacity of all participating towns. The fiscal capacity of a participating town is measured as the average of the state valuation for that town for the 3 most recent years preceding the year to which the budget applies.

Towns entering the district, after it has been duly incorporated as provided, have the values for relative enrollment and relative fiscal capacity, as specified in this section, inserted in the formula in the same manner as outlined in this section; except that the total relative percentages for the participating towns within each of the 2 divisions, enrollment and fiscal capacity, must be adjusted to total 100%.

**Sec. 16. Referendum; effective date; certificates to Secretary of State.** This act shall take effect 90 days after adjournment of the Legislature, only for the purpose of permitting its submission to the legal voters within each of the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, present and voting at an annual town meeting or at a special town meeting held for the purpose by the said towns, respectively. This act shall be so submitted not later than