



STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

JOHN ELIAS BALDACCI
GOVERNOR

SUSAN A. GENDRON
COMMISSIONER

August 25, 2008

Gail Marshall, RPC Chair
PO Box 578
Mount Desert, ME 04660

Dear Mrs. Marshall:

Thank you for the Reorganization Plan for an Alternative Organizational Structure (AOS) that you submitted on behalf of the 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, Mount Desert CSD (CSD 7), and MSAD 76 (Swan's Island) on August 22, 2008 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX.

Members of my staff and I have completed the review of your plan, and have determined that it is consistent with the policy objectives and parameters set forth in the reorganization law, and it includes all required plan elements and adequate supporting documentation. This approval is subject to the completion of two (2) clarifications:

1. Please clarify the language in Section (6) of the Interlocal Agreement to more clearly delineate the roles and responsibilities of the AOS school committee and the AOS superintendent in accordance with your Attachment A, submitted today.
2. Please clarify the language in Section (15) of the Interlocal Agreement with respect to the Commissioner of Education's approval of and termination of the participation of an AOS member in accordance with your Attachment B, submitted today.

I appreciate the great amount of time, effort and leadership that went into preparing your Reorganization Plan. I wish you continued success as you proceed to referendum and implement the elements set forth in this plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan A. Gendron". The signature is fluid and cursive, with the first name "Susan" being more prominent than the last name "Gendron".

Susan A. Gendron
Commissioner of Education

cc: Robert Liebow, Superintendent, Mt. Desert Island CSD/Union 98
James Boothby, Superintendent, Trenton School Department
Brian Hubbell, RPC Vice-Chair

ATTACHMENT A

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 respective powers and duties of the AOS school committee and superintendent of schools shall be governed by State law. The AOS school committee shall be responsible for oversight of 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,

ATTACHMENT A

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 oversee the administration of balances, carryover funds, reserve accounts and other assets transferred to the AOS under the School Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own and oversee management of the AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee administration of their wages, hours, and working conditions;

ATTACHMENT A

- l. Maintain appropriate supervision and evaluation criteria and policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of consistent collective bargaining agreements and maintenance in the AOS central office of personnel records of all 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. Oversee administration of transportation systems for the AOS Member School Units, including bus purchases;
- q. Oversee administration of bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS Central Office;
- u. Allocate state subsidy among the Member School Units in accordance with the state subsidy allocation method described in paragraph 11;
- v. Oversee the administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the Member School Units;
- w. Authorize the superintendent of schools to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school

ATTACHMENT A

committees of the AOS and Member School Units on an as-needed basis in place of the superintendent of schools.

ATTACHMENT B

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 AOS school committee shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school 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 and, 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.