

# **Island-Peninsula AOS (IPAOS)** **Plan to Reorganize as an Alternative** **Organizational Structure**

School Administrative Units (SAUs) submitting: own of Blue Hill School Department, Brooksville School Department, Castine School Department, Penobscot School Department, Surry School Department, Brooklin School Department, Sedgwick School Department and Deer Isle Stonington Community School District (hereinafter collectively “Member School Units”).

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Date submitted by SAUs: November 3, 2008

Proposed operational date of the Island-Peninsula AOS: July 1, 2009

## **1. The units of school administration to be included in the proposed Island-Peninsula AOS.**

Blue Hill School Department  
Brooklin School Department  
Brooksville School Department  
Deer Isle-Stonington Community School District  
Castine School Department  
Penobscot School Department  
Sedgwick School Department  
Surry School Department

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

The Island-Peninsula AOS shall be governed by an AOS school committee consisting of two representatives of the school committee of Deer Isle Stonington Community School District (which includes two municipalities) and one representative of each of the school committees of the Towns of Blue Hill, Brooksville, Castine, Penobscot, Surry, Brooklin and Sedgwick as follows:

<u>Municipality</u>	<u>Number of Representatives</u>
<u>Blue Hill</u>	<u>1</u>
<u>Brooklin</u>	<u>1</u>
<u>Brooksville</u>	<u>1</u>
<u>Castine</u>	<u>1</u>
<u>Deer Isle-Stonington CSD</u>	<u>2</u>
<u>Penobscot</u>	<u>1</u>
<u>Sedgwick</u>	<u>1</u>
<u>Surry</u>	<u>1</u>

The school committee of each Member School Unit in the AOS shall choose from its membership the representatives to the AOS school committee to which that Member School Unit is entitled and shall appoint an alternate who may attend meetings and vote in place of the appointed representative when the appointed representative is absent or disabled from voting

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

Each Island-Peninsula AOS school committee member shall have a weighted vote based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, apportioned in accordance with the average student enrollment of the Member School Unit represented on April 1 and October 1 of the three preceding calendar years. The weighted vote of the members of the AOS school committee shall be adjusted each July 1 to reflect the most recent three calendar year average student enrollment.

For illustrative purposes only, the weighted votes during FY 2008 would have been calculated under this Plan as follows:

<b>MEMBER SCHOOL UNIT</b>	<b>THREE CALENDAR YEAR AVERAGE ENROLLMENT (IN NUMBERS)</b>	<b>THREE CALENDAR YEAR AVERAGE ENROLLMENT (IN PERCENTAGES)</b>	<b>VOTES PER AOS SCHOOL COMMITTEE MEMBER</b>
Blue Hill	339.7	22.4%	224
Brooklin	107.8	7.1	71
Brooksville	115.3	7.6%	76
Castine	77.3	5.1%	51
Deer Isle Stonington CSD	404.4	26.6%	133 (2)
Penobscot	121.5	8.0%	80
Sedgewick	158.2	10.4%	104
Surry	195.3	12.9%	129

A majority of the total weighted vote with representation from at least five Member School Units shall constitute a quorum. A 60% weighted vote of the full membership of the AOS school committee shall be required in order for the AOS school committee to employ a superintendent of schools, an assistant superintendent of schools, a curriculum coordinator, or a special education director. All other decisions shall require a majority weighted vote of those present at a meeting with a quorum present, except as otherwise provided by law.

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

No local school committees within the meaning of 20-A M.R.S.A. §1478 shall be created. The composition, powers and duties of the school committees 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 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 indebtedness and lease-purchase obligations of School Union 93 members will be transferred to the Island-Peninsula AOS. All indebtedness and lease-purchase obligations of School Union 76 members will be transferred to the Island-Peninsula AOS. 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 central office personnel, personnel contracts and collective bargaining agreements will be transferred to the Island-Peninsula AOS. All other central office contractual obligations of the member units will remain with them. All personnel contracts, school collective bargaining agreements and other school contractual agreements of the Member School Units will remain with them. All contractual obligations of the Town of Surry arising out of its participation in School Union 92 will remain with the Town of Surry.

**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.**

On the date that the AOS becomes operational all existing financial obligations of existing central offices will be transferred to the Island-Peninsula AOS. Neither of the existing central offices will have any ~~existing~~ school funds, undesignated fund balances, trust funds, reserve funds or other funds appropriated for school purposes. All existing school funds and existing financial obligations of the Member School Units will remain with them. All existing financial obligations of the Town of Surry arising out of its participation in School Union 92 will remain with the Town of Surry.

**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 Island-Peninsula Reorganization Planning Committee shall dissolve on the date that the Island-Peninsula AOS is approved by the voters as specified in Section 11 herein or on June 30, 2009, whichever occurs first.

The Island-Peninsula AOS school committee shall be appointed by March 1, 2009 and shall develop the budget for the Island-Peninsula AOS for FY 2009-10. The Island-Peninsula AOS 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 Island-Peninsula AOS school committee shall employ the Island-Peninsula AOS school superintendent and make all other necessary decisions in order for the Island-Peninsula AOS to become operational. Interim personnel policies for the AOS shall be determined by the AOS school committee between March 1 and June 30, 2009.

**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 meeting agendas, minutes and related documents are available at the existing superintendents' offices. 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.**

This School Reorganization Plan shall not become effective with respect to any SAU unless it is approved at referendum by the voters of that SAU and unless it is approved at referendum by the voters of a combination of SAUs that includes at least 1,200 students based on their student enrollment on October 1 of the 2006 calendar year. If the Island-Peninsula AOS is not approved by SAUs with a sufficient number of students for the AOS to be formed under this plan, the SAUs shall re-start the process to form an AOS with the same or other SAUs.

**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.**

**First year – 2009-2010**

Estimated Savings

Reduction of one central office lease	\$13,900
Reduced operational costs for utilities	\$ 8,400
Reduced contracted services	\$ 2,200
Reduced equipment leasing costs	\$ 1,500
Additional funding from Surry	<u>\$56,000</u>
Total Savings	\$82,000

Estimated Additional Costs

Moving Expenses to a new central office	\$10,000
Contractual Obligation for the lease of one existing central office in Blue Hill too small to use for the new central office	\$20,000
Lease for a larger central office space	\$20,000
ADS financial software for Penobscot, Blue Hill, Castine and Brooksville	\$25,000
ADS Computerized purchase order module for all towns in the AOS	\$10,000
Total Added Costs	\$75,000

Net Savings (or costs) \$7,000

**Second year – 2010-2011**

<u>Estimated Savings</u>	\$0
<u>Estimated Additional Costs</u>	\$0

<u>Year Two Net Savings (or costs)</u>	\$0
<b>Third year – 2011-2012</b>	
<u>Estimated Savings</u>	
Reduction in central office staffing	\$85,000
<u>Estimated Additional Costs</u>	
Consistent collective bargaining agreements	\$798,000
<u>Year Three Net Savings (or costs)</u>	(\$713,000)

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

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

The Surry 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, Member School Units are parties to the following tuition contracts:

  NONE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nothing contained in this plan shall prevent Member School Units from contracting with other school administrative units for tuition students.

**2. School Choice**

Nothing contained in this plan shall affect school choice within the member municipalities.

**13-C. Claims and Insurance**

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

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

The proposed Island-Peninsula AOS will serve fewer than 2500 students and qualifies for an exemption to that requirement for the following reasons:

- (a) The special conditions of 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;

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

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

There are presently both support staff and teacher collective bargaining agreements in place within the Member School Units. The eight teacher collective bargaining agreements with expiration dates and the four support staff collective bargaining agreements with expiration dates are as follows.

<u>Teacher Collective Bargaining Agreements</u>	<u>Expiration Date</u>
Blue Hill	2009
Brooklin	2011
Brooksville	2010
Castine	2011
Deer Isle-Stonington CSD	2011
Penobscot	2009
Sedgwick	2011
Surry	2009

<u>Support Staff Collective Bargaining Agreements</u>	<u>Expiration Date</u>
Blue Hill	2010
Brooklin	2009
Deer Isle-Stonington CSD	2011
Sedgwick	2009

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

The plan to achieve consistent collective bargaining agreements for all teachers and for all support staff in the proposed new Island-Peninsula AOS is as follows:

The Member Units with current collective bargaining agreements expiring in 2009 will negotiate new, two year collective bargaining agreements expiring in 2011. The Member Units with current collective bargaining agreements expiring in 2010 will negotiate new, one year collective bargaining agreements expiring in 2011.

During the 2010-11 school year the school committee negotiating teams of the Member Units will collectively bargain successor agreements with each teacher and support staff bargaining unit to obtain as much consistency in these agreements as can be reasonably achieved through negotiations. If collective bargaining in 2010-11 does not result in new negotiated agreements

with completely consistent contract terms, the school committees of the Member Units will continue to work toward consistency in the collective bargaining agreements in subsequent negotiations for successor collective bargaining agreements that commence in 2015-16.

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 Island-Peninsula AOS.

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

The Interlocal Agreement for the Creation of Island-Peninsula AOS, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of this Plan.