

Town of Monmouth
Fact Finding Committee
School Options
Submitted February 8, 2012

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*Monmouth Fact Finding Committee
Final Report*

The mission:

The goal of this committee is to explore and gather the facts as they relate to the available education systems so we may inform the taxpayers of the impacts of each option on our children, our finances, and our community as a whole.

The Process

The Monmouth Select Board asked for volunteers to serve on a committee to find facts about the Monmouth educational structure. An eleven member committee was formed and has been meeting biweekly, since August 15.

The members are :

Tammy Allard	Chris Bryant	Dan Davies*
Amy Dolan	Dave Heckman	Rich Howard
Ron Moody	Michelle Neal	April Pinkham
Annya Rice	Ed Zuis	

* has resigned from committee

Ed Zuis was elected chair, Tammy Allard was elected co-chair. Dave Heckman was secretary.

The committee's first task was to create the mission statement that all of the members could agree upon:

The goal of this committee is to explore and gather the facts as they relate to the available education systems so we may inform the taxpayers of the impacts of each option on our children, our finances, and our community as a whole.

The committee collected information. Each piece of information used was checked into the data box of facts. This information could be accessed by all members of the committee and used to clarify questions during the smaller group's research. A list of this information is contained in Appendix E.

The committee went through the process of brainstorming a list of questions that should try to be answered throughout our work. Once this list of questions was complete, the members categorized the questions. Small groups were formed to research the questions in each category. The groups are:

Curriculum: Chris Bryant, Dave Heckman, Michelle Neal,
Finance : Amy Dolan, Anya Rice, and Ron Moody
Community: Rich Howard, April Pinkham, Dan Davies *

The chair and co-chair would interact with all committees as necessary.

The groups had the task of researching and answering the questions relating to their topic and had to analyze, and prioritize the questions. The groups brought the reports back to the large committee for discussion, clarifications, and wording changes. The members were committed to writing a timely report that contained facts answering as many questions as possible.

As each group met (mostly on their own), the entire fact finding committee continued to meet and heard presentations by:

Doug Ludewig, Select Board Member

AOS #47 Winthrop Fayette. The Superintendent and school board members presented how their AOS is organized and its vision for the future.

RSU # 2. The Superintendent, School Board members, and department heads answered questions about finances, buildings, maintenance, and its vision for the Future.

RSU #4, The Superintendent answered questions about RSU 4, the regional school unit system, and the vision of RSU 4.

The three groups' reports follow. Each report contains the questions and answers. The Fact Finding Committee tried to answer the questions in a non-biased manner. It is up to the readers in the town to interpret the facts and draw their own conclusions.

Common Questions

What is the process for withdrawing from an RSU?

The withdrawal process consists of 28 steps (Appendix H).

The process begins with a valid petition signed by 10% of the number of voters in the town who voted in the last gubernatorial election.

The town has an election where a majority of those voting, vote to leave the RSU.

The process then continues with a series of steps that will define how we separate from the RSU and organize our schools to move forward.

After this process, another town vote will occur and a 2/3 vote is needed for final approval to leave the RSU.

This process is very deadline specific. Approval of withdrawal is required by the Education Commissioner. The town is required to join or become a conforming school unit within 2 years.

What is the difference between an AOS and an RSU? (Appendix D)

AOS and RSU both:

- have one superintendent
- have consolidated central office administrative staff
- have representatives on a board or boards from each municipality in the AOS
- have local control over certain duties/functions other than those reserved to the overall AOS/RSU as a whole
- municipal referenda to validate school budget
- When calculating federal funding allocations, the AOS/RSU is treated as one single unit, not according to each individual town
- Cost-sharing is based on agreed upon formulas (agreement by all municipalities in the AOS/RSU)
- Upon entering an AOS/RSU, all teacher salaries must be paid according to existing contracts and then AOS/RSU determine salary agreements together thereafter
- Following of all state mandates is required

AOS Specific Differences:

- One central board to deal with budget and other agreed upon items
- multiple boards to deal with those items not left to the discretion of the AOS board
- multiple local budgets & validation meetings based on K-12 share of AOS costs
- Share of AOS costs is based on a per-student formula
- Inter-local agreements required

RSU Specific Differences:

- One single school board with representatives from each municipality
- Budget is passed at unit-wide meetings with municipal validation referenda votes
- Share of RSU2 costs is based on property valuation
- Inter-local agreements not required
- One district budget vs. multiple local budgets

5. What is the intent of the RSU and/or AOS to re-establish vocational education?

According to the RSU 2 Superintendent, this is a priority. We do not know the intent of AOS 97. However, we do know that AOS 97 has a vocational program at both the middle and high school levels.

Miscellaneous Questions

6. What happens to the Standards Based Educational Model?

The Standards Based Educational Model has been implemented by RSU 2 and would continue if Monmouth remains part of RSU 2. If Monmouth chooses to leave the RSU, the choice of staying with the Standards Based Educational Model would be up to the administration running our schools. The current Monmouth administrators are supportive of the Standards-Based Model. The Commissioner of Education is promoting SBE.

7. Has being part of the RSU affected dropout rates? (How are the numbers calculated?)

Membership in the RSU has not had an effect on the dropout rate at Monmouth Academy. Our rate has been consistent with the rest of the RSU over the three years of membership. By state definition, Monmouth had three dropouts for 2010-2011. Of these three students, two received their diplomas in September and the third will receive a diploma in January.

8. How do we equalize the sporting (extra curricular) opportunities for all students by cost factor and not by formula?

This is currently being reviewed by the school board for the 2012-2013 school year.

9. How has the formula for the district budget changed since becoming an RSU?

The funding formula for Monmouth since joining the RSU has remained fairly stable and is based on the previous year's state evaluation. Monmouth's share of the RSU budget during our three years of membership has been:

<i>2009-10: 30.82 %</i>	<i>2010-2011: 31.625 %</i>	<i>2011-12: 30.99%</i>
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*Curriculum Appendix A Interviews with Three Administrators.
(Mrs. D. Emery, Mr. S. Philbrook, and Mr. D. Grover)*

BUILDINGS AND GROUNDS:

- All building and safety codes are being met.
- Custodial help in the building during the day means administrator doesn't tend to custodial duties.
- Safety code issues and proper building permits are now taken care of. Repair work (bids, estimates, hiring) now handled by trained and competent supervisor.
- Procedures and clear plans for replacement of things in place.
- Building usage coordinated.
- Administrators are not receiving the emergency calls for building maintenance issues.
- Security around and within buildings has been improved.
- MA is 20 years old so there are up keep issues but they are being addressed and there has been no decline in the building.
- Field maintenance is good.

BUSSING

- Adequate fleet of busses.
- Bus supervision, scheduling, repairs, etc. are handled by bus supervisor not assistant principal, principal or athletic director.
- Bus supervisor fills in as driver when needed (often in Monmouth).

CURRICULUM

- 1 less teacher at HLC due to retirement and not filled due to dropping enrollment. Class size average remains at 15.
- Curriculum coordinator has brought consistency within the building, within the town schools and across the district.
- District wide curriculum development for K-12 curriculums have been developed in all core content areas. Teachers are responsible for delivering and assessing.
- Data is being used to drive instruction and instructional practice.
- Specials have been maintained through working together to accommodate schedules of teachers working in multiple buildings.
- MA major changes are Tech Ed dropped when teacher retired, foreign language teacher going to half-time, ½ social studies position cut when teacher retired. Class sizes from 16/18 to 22/26.
- CATC attendance varies from year to year. 9 students attended 2010-11 school year.
- Loss of Tech Ed does not affect student chances of getting into Technical College.
Acceptance is based on academics not on prior access to specific courses.
- Infant and Childcare class added back to schedule (after being cut). Additional electives were added across departments. Students are offered Japanese using the Tandberg (video conferencing) system.

- Extracurricular changes: Anime club dropped due to lack of interest; Key club added; FBLA added; Programs are always on the table but changes are based on numbers and we currently have no other lost programs.

TRAINING AND STAFF DEVELOPMENT

- Teachers have more concentrated, directed staff development
- Administrative meetings are focused on learning, teaching, assessments, observation and evaluation.
- Administrators involved in professional reading, training and district planning. Previously, only training would be reading book or listening to speaker and then need to implement and pass information on to the staff.

TECHNOLOGY

- Students have access to new laptops K-6, not just reimaged used machines.
- Smart boards (interactive white boards) are being placed in classrooms.
- Classroom projectors to be used directly with laptops for presentations.
- New copiers--fax, print from laptops, greater capacity before needing service.
- 7-12 one on one technology for every students.
- Integrators that provide support daily, K-12 for students and staff, train staff and teach students.
- Most laptop repair work done in-house.
- Updated phone systems through internet means no additional bill.
- Teachers have phones in classroom in case of emergency.

FOOD SERVICE

- Service has been maintained. Quality of food stayed the same but some options have increased. Upper grade levels have access to a fresh sandwich bar option.

HEALTH

- Through grant writing, the district has received a 5 yr grant that will provide a Health Coordinator to ensure that all buildings are working toward and making progress in health related areas.

BUSINESS OFFICE

- Manages all the grants for all the buildings.
- Electronic and paperless payroll and billing to vendors all coordinate through one office.
- Handles the process around hiring new staff.
- Ordering is handled through Central Office and building secretaries creating a check and balance system previously missing.
- Budgets are based on needs and not wish lists.
- For some staff, the loss of the long time personal feel of local person was difficult--seemed like it became corporate.
- There is a move back to that warm, fuzzy feeling with the new Superintendent. Very positive feelings from the whole staff.
- Full time Central Office administration has meant that there is contact available when needed.

Financial Questions

1. Are we getting as much financial restitution from the RSU as Monmouth is putting in?

Answer: After considering the facts put forth, the finance committee has determined that Monmouth is getting as much value from the RSU budget as it is putting in. See Finance Appendix B for the actual budget and expenditure percentages from the 2010-2011 academic year.

2. Are we paying more now as part of the RSU than before standing on our own?

Answer: Yes, we are paying more because of the reduction of State Aid of over 1 million dollars. This resulted in a necessary tax increase.

3. What is the cause of the tax increases?

Answer: There was a reduction in State Aid of over 1 million dollars from 2009 to 2011. The RSU board, in trying to meet this reduction, made many changes, over a three year period, to the budget. Some of the resulting figures, pertaining to Monmouth's portion, are as follows:

Instructional Account up	\$6,000
Special Education down	\$171,000
Operation and Maintenance up	\$67,000
System Administration up	\$33,000

After the \$1 million State Aid reduction and all of the changes to the budget, the budget increased by \$300,000 of which Monmouth is responsible for approximately \$93,000.

4. What happened to the \$300,000 yearly budget surplus from 2009?

The surplus was used to reduce the amount due from Monmouth for the following year.

5. Are we going to be responsible for debt incurred during our time in the RSU?

Answer: This is a legal question which would be decided during the 2nd phase of withdrawal voting. After the first vote, if decided to separate from the RSU by over 50% of the residents that vote, a committee would be formed to negotiate the final separation (real estate and cost). The final vote, which will include separation costs, must be approved by a 2/3 vote of the residents that vote. Three more payments of \$138,000, due to adjusted salary pay from 2009, will be required and has already been dedicated from Monmouth's General Fund. This amount will be incurred regardless of the town decision to remain part of or separate from the RSU.

6. How would separating from the RSU affect personnel?

Answer: All employees have existing contracts which will be honored until their expiration. Therefore, there will be no effect at this time.

7. What are the projected comparison costs between an AOS and an RSU?

Answer: When considering the answer to this question two things need to be considered: 1) the Monmouth portion of the Central Office cost and 2) the cost of operations for the three Monmouth Schools.

After compilation and review of projected costs of the shared central office cost as part of AOS #97 (with Winthrop and Fayette) it has been determined that there is a small projected cost savings in this scenario. See Appendix C for projection figures.

It is speculation to determine what the costs of the operations of the Monmouth schools would be in the situation of an AOS. Monmouth would be able to determine the budget of the operations. Costs not covered by state funding for the Monmouth schools would be the responsibility of the Monmouth residents. In an RSU, these costs not covered by state funding are shared amongst all of the towns based on their contribution rates in the unit.

8. In an AOS, are the towns' cost shares calculated by property value or number of students?

Answer: The cost factor of the Central Office is by students.

9. Who owns the school properties under each proposal?

Answer: Under the format of an RSU, all property is transferred to the RSU Corporate structure. With all other proposals the property is under the ownership of the Town of Monmouth.

10. Lease Buses or Purchase them?

Answer: In an RSU that decision rests with the RSU board. In an AOS, that decision rests with a Monmouth School Board.

11. Who will be financially responsible for updates/repair of Monmouth Middle School?

Answer: If Monmouth stays in the RSU, all member schools would vote to expend the money thus sharing in the cost using each town's share of operation. If the RSU towns by plurality vote the project down then Monmouth could decide by a special article to support the project on its own.

If Monmouth was part of an AOS then costs not covered by state funding, would be Monmouth's sole responsibility.

12. Do people in town think we will save money if we leave the RSU and are they willing to support schools if it did cost more?

Answer: Speculation

Finance Appendix B

Totals by Cost Center	Monmouth Only			Shared Expenses			Total		
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
1- Regular Instruction	2,944,030	2,897,020	47,010	20,265	13,759	6,506	2,964,294	2,910,779	53,515
2- Special Education	790,030	794,714	(4,684)	317,525	146,201	171,324	1,107,555	940,915	166,640
3- CTE	67,293	30,625	36,668	0	0	0	67,293	30,625	36,668
4- Other Instruction	316,176	306,084	10,092	0	0	0	316,176	306,084	10,092
5- Student and Staff Support	370,599	346,757	23,842	239,190	152,142	87,048	609,789	498,899	110,890
6- System Admin	0	223	(223)	199,943	193,229	6,714	199,943	193,452	6,491
7- School Admin	426,969	402,139	24,830	0	0	0	426,969	402,139	24,830
8- Transportation	470,890	361,368	109,522	5,314	24,384	(18,870)	476,404	385,752	90,652
9- Operations and Maintenance	802,638	775,877	26,761	90,241	98,852	(8,611)	892,879	874,730	18,150
10- Debt Service	0	0	0	373,365	373,373	(8)	373,365	373,373	(8)
11- Other	18	0	18	24,542	24,561	(18)	24,560	24,561	(1)
Total	6,188,643	5,914,807	273,836	1,270,585	1,026,501	244,084	7,459,228	6,941,308	517,920

	Total Budget	Total Actual Expenditures*
RSU2	23262000	22272000
Monmouth	7,459,228	6,941,308
% of RSU Budget	32.07%	31.17%

*Not an audited figure. Actual Expenditure figure for RSU2 includes total budget minus balance forward (\$990,000) credited against tax assessments

Finance Appendix C

Central Office Comparisons – Budget Facts and Projections

	<u>AOS #97 2011/2012 Budget</u> <u>Winthrop/Fayette</u>	<u>2012/2013 Budget</u> <u>with Monmouth</u>
Supt. Salary etc.	\$98,000	\$115,000
Central Office Exp.	\$223,000	\$266,000
Legal, Adv, Audit	\$23,000	\$36,000
Directors	\$4,500	\$6,000
Trans. Director Sal. Etc	\$39,000	\$60,000 ? *
Spec. Ed. Dir. Sal. Etc	<u>\$53,000 (3/5)</u>	<u>\$75,000 ? **</u>
Totals	\$430,500	\$558,000

AOS Cost Sharing Formula Based on Enrollment

Winthrop	870 or 48.7%
Monmouth	770 or 43.1%
Fayette	<u>147 or 8.2%</u>
1,787 Total Students	

Monmouth anticipated additional cost to AOS: $\$558,000 - \$430,500 = \$127,500$

Needed explanation before equal comparisons

* (Transportation Directors salary \$60,000 may be opted out of the AOS budget and placed in the Town's general budget. Winthrop is presently considering leasing buses. Monmouth may wish to maintain their own. However for a true comparison between RSU and AOS costs the transportation Directors salary is deducted in the comparison figures.

** Special Education Directors may increase/decrease depending on the total number of students needing this service. Winthrop presently has 114 students. Fayette has 25, with 3/5 Special Education Director Salary. Monmouth has approximately 115. Therefore whereas there are no regulations on # of students per Special Ed. Director we believe increasing the present Director to full time would be sufficient. Again this figure is not in the RSU Central office, it is listed under Special Education.

Monmouth Cost Share in an AOS with Winthrop/Fayette

(with Transportation and Special Education Directors salaries included)
 $(\$558,000 \times 43.1\%) =$ \$240,498

Central Office Comparison Cost Between RSU #2 and an AOS

Adjusted Amount to determine cost difference with RSU

$(\$60,000 + \$75,000 = \$135,000)$

$(\$558,000 - \$135,000 = \$423,000)$

Monmouth comparison share: $(\$423,000 \times 43.1) =$ **\$182,313**

Monmouth 2012 RSU Central office $(\$613,000 \times 30.9\%) =$ **\$190,000**

Additional Explanation: * As can be seen by the figures before we can make an apple to apple comparison all budgets must be of the same items. The RSU budget in the

central office only includes the Supt. and his immediate office aides: bookkeepers, secretaries, benefits, travel, etc. In an AOS budget we find in addition to these items the Transportation and Special Education Director's salaries, the secretarial aides for these positions, benefits, etc.

<u>Monmouth standing Alone</u>	<u>Central Office Comparisons</u> <u>RSU Central Office</u>	<u>Central Office w/ AOS</u>
P.T. Superintendent	Superintendent	Superintendent
P.T. Business Manager	2 Bookkeepers	Secretaries(2)
1 Central Office Secretary	Adm. Asst(s) to O&M, CIA & IT	Special Ed Director
	+*Curriculum Director – CIA	2 Bookkeepers
	+*Asst. Curriculum Director	Transportation Dir.
	Business Manager	Dir. Info. Tech – IT
	+*Director of Buildings and Grounds	
	+*Asst. Director of Bldg. & Grounds	
	+*Director of Inform. Tech – IT	
	+*Asst. Director of IT	
	+*Director of Transportation	
	+ Special Education Director	
	+ Food Director	

+ Positions found in other parts of the budget.

* These positions were assigned to building administration when Monmouth was standing alone.

Community Committee:

1. What happens to our position on the new school construction list if we go on our own?

This question is answered in the Children/Curriculum report.

2. How do we define success with the educational models we are evaluating?
Speculative.

3. What is the possibility of going back to a private school?
Speculative

4. Do we want to keep schools (children) in town?
Speculative – Recommend town-wide survey to answer this question.

5. How would each choice affect personnel?
All employees have existing contracts, which will be honored until their expiration.

6. If we stay with the RSU or join another grouping, will specific building decisions be made within those buildings?

In an AOS, each school maintains its own budget, has its own school board, and is operated in every way, as a separate unit except for the administrative services.

An RSU has one school board, has one budget, and pools their educational resources to educate all students.

Reference/Appendix: Community Appendix D

7. How many people are home schooled and why?

There are currently 25 Monmouth students who are home schooled. This information was received from Susan Corbett Administrative Assistant to the Superintendent. Since the reason to home school is a private decision and therefore we did not ask the reason why.

8. Does the town get reimbursed for home schoolers?
No.

9. Does the town want to own its own property (schools)?

By law, if we belong to an RSU, the property must be deeded to that RSU. If we leave or a specific property is no longer used for educational purposes, it would revert back to the town. If we belonged to an AOS the town would retain ownership of the property.

10. If we had to send students to other schools, what shape are those schools in compared to ours?

See the curriculum report.

11. If those schools are in poor condition, would we have to pay to upgrade/update?
See the curriculum report.

12. What would sharing of Academic programs, extracurricular activities and or facilities look like?
Speculative

13. What positive effects have joining the RSU had?

BUILDINGS: The carpeting at the Cottrell School was replaced, eliminating an asbestos problem. Upgrades to the kitchen facilities were made at all three schools and the boilers were updated. The updates to all three schools have been quite extensive. A list has been provided by the RSU2 Facilities Director (See Appendix E, #37).

STAFF: The teachers have had extensive training in teaching the Standards Based Educational Model which is ongoing. The addition of a Curriculum Coordinator has helped focus efforts of staff development toward the transition to Standards Based education.

TECHNOLOGY: Technology access has increased dramatically with the addition of the new Laptop Program where all grade 7-12 students now have laptops. Having an IT Director has helped focus the efforts of our technology integrators to enable students and staff to get more out of their hardware.

14. Please explain the difference between local control of an AOS and RSU?
See Appendix D at end of this Section.

15. What is the law about staying alone and not joining an AOS/RSU?
There is a 1200 student requirement to staying alone. Staying alone would put us below that required number. It isn't clear whether the DOE would have to sanction a school system below that number.

16. What is the Process for leaving the RSU?

See the 28 steps from DYER, GOODALL AND DENISON, PA.. Please note that this process is complicated and requires a community to redefine how it will manage it's school system. See Introduction and Appendix H.

17. What is an AOS?

Refer to Introduction and Appendix D.

18. If we leave the RSU Will we go back to "deadlocked/ unpassed" budgets?
Speculative

19. What would have been lost with the vote pre- RSU?
Speculative

Community Appendix D

Regional School Unit (RSU)/Alternative Organizational Structure (AOS) COMPARISON

ELEMENT	RSU	AOS
Governance	<ul style="list-style-type: none"> • Single governing board • Allows for elected "local school committees" that may perform duties/functions other than those assigned by statute to the RSU board 	<ul style="list-style-type: none"> • Multiple governing boards • One AOS board with core functions and duties assigned by inter-local agreement • Multiple local school boards governing their own local school administrative units
Inter-local Agreements	<ul style="list-style-type: none"> • Not required 	<ul style="list-style-type: none"> • Required: <ul style="list-style-type: none"> ◦ Completed and approved before reorganization plan is submitted; submitted with reorganization plan ◦ Require approval of all boards/entities involved in agreement
Budget Validation Process	<ul style="list-style-type: none"> • Single comprehensive K-12 RSU budget <ul style="list-style-type: none"> ◦ Passed at unit-wide budget meeting ◦ Validated in municipal referenda votes ◦ Single (same question) referendum across all municipalities 	<ul style="list-style-type: none"> • Multiple budgets • Each local school administrative unit has individual budget for schools based on current structure (i.e. CSD, municipal, SAD) • AOS Budget for core functions and those assigned by inter-local agreement • Budget Validation Process <ul style="list-style-type: none"> ◦ Multiple local school administrative unit budget meetings to adopt each local school administrative unit budget and AOS budget ◦ Multiple referenda to validate each budget and AOS budget. One town may have to validate as many as three budgets: <ul style="list-style-type: none"> ▪ Municipal (K-1) ▪ CSD (9-12) ▪ AOS (K-12 share of AOS costs)

ELEMENT	RSU	AOS
Revenue/Budget: GPA/EPS	<ul style="list-style-type: none"> • State government treats as one fiscal unit for calculating: <ul style="list-style-type: none"> ◦ EPS expenditure levels ◦ Subsidy (GPA) <p>(Note: Treatment under Federal grants Will depend on whether the "LEAs" or "schools" are the eligible entity per the language of the federal statute/regulations.)</p>	<ul style="list-style-type: none"> • State government treats as one fiscal unit for calculating: <ul style="list-style-type: none"> ◦ EPS expenditure levels ◦ Subsidy (GPA) • Inter-local agreement needed for determining allocation of costs within the AOS, including: <ul style="list-style-type: none"> ◦ Subsidy (GPA) ◦ EPS costs ◦ Over-EPS costs ◦ AOS costs <p>(Note: Treatment under Federal grants Will depend on whether the "LEAs" or "schools" are the eligible entity per the language of the federal statute/regulations.)</p>
Cost Sharing	<ul style="list-style-type: none"> • All costs are shared based on agreed-upon formula 	<ul style="list-style-type: none"> • Shares the following costs based on agreed-upon formula: Costs for system administration, special education, transportation facilities and maintenance, business functions costs and any functions at the AOS level per inter-local agreement • All other costs remain in the local school administrative units
Consolidation of Core Functions — Superintendent — Business Functions — Special Education — Transportation — Budget — Reporting	<ul style="list-style-type: none"> • Single unit of administration 	<ul style="list-style-type: none"> • Multiple units of administration: <ul style="list-style-type: none"> ◦ AOS – administrative functions that must be operated at the AOS level are system administration, special education administration, transportation administration, business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing. Also, any administrative function assigned to the AOS in the inter-local agreement. ◦ Local school administrative unit – any other administrative functions not the responsibility of the AOS
Consolidation of Core Functions — Collective Bargaining Agreements (CBA)	<ul style="list-style-type: none"> • Establish a plan to achieve one consistent contract across the RSU for each employee group <ul style="list-style-type: none"> ◦ Required to be achieved by 2012 	<ul style="list-style-type: none"> • Establish a timeline to achieve consistent contracts across the AOS for each employee group <ul style="list-style-type: none"> ◦ To be achieved by using inter-local agreements ◦ No deadline in law

ELEMENT	RSU	AOS
Consolidation of Core Functions -- Curriculum, Assessment, Instruction, Educational Impact	<ul style="list-style-type: none"> Guarantees one unified curriculum for Pre-K - 12 <ul style="list-style-type: none"> Unit coordination Planning for aligned instruction Assessment district-wide 	<ul style="list-style-type: none"> One core curriculum required Separate town/unit-based school structure may result in greater differences in educational programs/services Procedures for standardized testing & assessment aligned to <i>Maine Learning Results</i> (MLR) required
Consolidation of Core Functions -- School Calendars	<ul style="list-style-type: none"> RSU board established one common school calendar, subject to local variations permitted by the RSU board <p>Please see Q&A on this topic on the reorganization website. (www.maine.gov/education/reorg/qa.shtml)</p>	<ul style="list-style-type: none"> AOS board establishes consistent school calendars for all schools in the AOS <p>Please see Q&A on this topic on the reorganization website. (www.maine.gov/education/reorg/qa.shtml)</p>
Consolidation of Core Functions -- District Policies	<ul style="list-style-type: none"> RSU board adopts policies, local school committees may adopt policies not in conflict with RSU board policies <p>Please see Q&A on this topic on the reorganization website. (www.maine.gov/education/reorg/qa.shtml)</p>	<ul style="list-style-type: none"> AOS board adopts consistent policies for all schools in the AOS <p>Please see Q&A on this topic on the reorganization website. (www.maine.gov/education/reorg/qa.shtml)</p>
Consolidation of Facilities and Maintenance	<ul style="list-style-type: none"> Operated as a single unit 	<ul style="list-style-type: none"> Functions may be consolidated at: <ul style="list-style-type: none"> AOS level OR Local school administrative unit level Inter-local agreement to spell out how functions are shared, who is responsible for what
Special Education Operation Costs	<ul style="list-style-type: none"> Special Ed costs: Operates as a single unit: Special Ed is included in the RSU budget RSU budget covers the following areas: <ul style="list-style-type: none"> Administration costs Program costs including out-of-district costs Staff costs 	<ul style="list-style-type: none"> Special Ed costs: Each local school administrative unit operates as an individual unit <ul style="list-style-type: none"> Special Education costs included in AOS Budget: <ul style="list-style-type: none"> Administrative costs <ul style="list-style-type: none"> Any costs assigned to AOS level by inter-local agreement Local school administrative units budgets cover: <ul style="list-style-type: none"> Program costs including out-of-district costs Staff Costs
Collaboration	<ul style="list-style-type: none"> A unitary structure builds in collaboration/cooperation 	<ul style="list-style-type: none"> Collaboration may be built into the inter-local agreement

ELEMENT	RSU	AOS
Economies of Scale + Shared staff + Shared services + Shared programs + Extra curricular	<ul style="list-style-type: none"> Single structure allows for identification of opportunities for savings across whole RSU whenever and wherever they occur 	<ul style="list-style-type: none"> Economies of scale opportunities possible at the AOS level Inter-local agreements to implement shared services & savings among the schools at all levels
Student Placement Flexibility	<ul style="list-style-type: none"> One RSU allows flexibility to place students in schools within the unit that best meet their needs 	<ul style="list-style-type: none"> Student transfer & associated costs <ul style="list-style-type: none"> Need to be addressed by Inter-local agreements May need to be considered in cost sharing formula

Appendix E
RSU Review Committee Documents

1	Winthrop Transportation Expenditures 2010-11
2	State Subsidy Computation 2008-09
3	State Subsidy Computation 2009-10
4	State Subsidy Computation 2010-11
5	Expenditures for all Schools 2009-10
6	Appropriated amount of money to RSU-2 by EPS 2009-10
7	Appropriated amount of money to RSU-2 by EPS 2010-11
8	End of year transportation info on each bus 2010-11
9	Detailed transportation expenses for 2010-11
10	MEA Results 2006-2009 Cottrell
11	MEA Results 2006-2009 Monmouth Middle School
12	Cottrell Programs Comparison Pre/Post RSU – Interview notes
13	Monmouth Academy Comparison Pre/Post RSU – Interview notes
14	Monmouth Academy Class Schedule 2008-09
15	Monmouth Academy Class Schedule 2010-11
16	Monmouth Academy Program of Studies 2011-12
17	Graduation and Dropout Rates Calculation Methods
18	Graduation and Dropout Rates State Summary by Schools 2008-09
19	Graduation and Dropout Rates State Summary by Schools 2009-10
20	Program of Studies RSU 4
21	Senior Class and Vocational Technology Statistics
22	Cost Sharing Percentages by Year – RSU 2
23	State Computation of Unit Allocation to Fund Public Schools
24	Valuations by Town Chart
25	KIDS RSU 2 Revenues
26	RSU 2 General Funds by Category (Cost Centers)
27	RSU 2 Shared Expenses 2009-10
28	RSU 2 Shared Expenses 2010-11
29	RSU 2 Shared Expenses 2011-12
30	RSU 2 Monmouth Expenses 2009-10
31	RSU 2 Monmouth Expenses 2010-11
32	RSU 2 Monmouth Expenses 2011-12
33	Procedural Steps for Withdrawal from RSU 2 (28 Steps)

34	Emails from lawyers regarding position on school construction list
35	RSU vs. AOS comparison
36	Buildings and Grounds Priorities RSU 2
37	Capital Improvement Projections for Monmouth 2009-10
38	RSU Savings and Benefits for Operations and Maintenance

Appendix F The brain stormed Questions

A. Children

- 2 What happens to our position on the new school construction list if we go on our own?
 Will leaving the RSU change school building contract
 Will we lose additional programs?
 Will we be able to add new programs?
- 3 What happens to the Standards Based Educational Model?
 2 Will we be able to add back previously cut programs?
 How will the program of studies change?
 What would sharing of academic programs, extracurricular activities and/or facilities look like? Positive or Negative.
 Has being part of the RSU affected dropout rates? (How are the rates calculated?)
 What positive effects has joining the RSU had?
 On our building, On our staff development, On programming
 How many programs has Monmouth lost since we joined the RSU?
 Consolidation of classes – moving teachers vs. skyping to what extent is it now vs. after change?
 Has the RSU been beneficial to students?
 How do we equalize the sporting opportunities for all students by cost factor and not by formula?
 How do we accommodate the education of all students through the courses offered?
 What will it take to bring back lost programs?
 What is the intent of the RSU or AOS to re-establish vocational education?
 How has the formula for the district budget changed since becoming an RSU?
 Has it been beneficial to students?
 Do we want to keep schools (children) in town?
 If we had to send kids to other schools, what shape are those schools in, compared to ours?
 If those schools are in poor condition, would we have to pay to upgrade/update?
 What would have been lost with the vote pre RSU? (Speculation)

B. Finances

- How to define success with the educational models we are evaluating?
 - Are we getting as much out of the RSU as we are putting in?
 - Will leaving the RSU change school building contract
 - Are we willing to support schools if it costs more?
 - Do people in town think we will save money if we leave the RSU?
 - 3 How much will it cost to leave RSU?
 - 2 Repayment to RSU, refigure of costs on our own
 - How will it affect my taxes-one decision or another?
 - What is the cause of tax increases for the RSU?
 - What would it cost to form a new organization?
 - What would need to be paid to RSU2?
 - What will it take to bring back lost programs?
 - Are we paying more now, being part of the RSU, than before standing on our own?
 - Lease bus vs. purchase bus?
 - What happens to rebated from the state for purchasing?
 - Is an AOS cost by property value or students?
 - Number of students in each school or RSU for per pupil cost?
 - Are we going to be responsible for \$1,000,000 Richmond contract even if we leave?
 - Do we receive the surplus from Monmouth Budget back?
 - Th summer cash (3 x \$138,000) will it need to be kept in installments, or in a lump sum.
 - Last Budget before RSU?
 - Grounds up keep budget compare now vs. then?
 - Fuel in bigger groups if we leave the RSU. Compare – now and then.
 - Does the town get reimbursed for home school?
 - What will be the cost be of getting new buses to replace the ones we are currently leasing (4 buses)?
 - How has the formula for the district budget changed since becoming an RSU?
 - Numbers with Winthrop or RSU4?
 - What expenses have we encumbered that we would be responsible upon any separation agreement?
 - What costs may be incurred to maintain the program changes?
 - If we had to send kids to other schools, what shape are those schools in, compared to ours?
 - If those schools are in poor condition, would we have to pay to upgrade/update?
 - How will each choice affect personnel?
-
- Contracts, loss of staff by leaving, loss of staff by cuts, negotiations/renewal
- Does the town want to own its own property?
 - What would have been lost with the vote pre RSU? (Speculation)

C. Community

- 2 What happens to our position on the new school construction list if we go on our own?
What is the possibility of going back to a private school?
Are we willing to support schools if it costs more?
Do people in town think we will save money if we leave the RSU?
Will leaving the RSU change school building contract
How to define success with the educational models we are evaluating?
- 2 Do we want to keep schools (children) in town?
How will each choice affect personnel?
Contracts, loss of staff by leaving, loss of staff by cuts, negotiations/renewal
If we stay with the RSU or join another grouping, will specific building decision be made within those buildings?
How many people in our town are home schooled and why?
What is entailed in this?
What is the intent of the RSU or AOS to re-establish vocational education?
Please explain the difference between local control of an RSU and an AOS
Does the town want to own its own property?
If we had to send kids to other schools, what shape are those schools in, compared to ours?
If those schools are in poor condition, would we have to pay to upgrade/update?
What would sharing of academic programs, extracurricular activities and/or facilities look like? Positive or Negative.
What positive effects has joining the RSU had?
On our buildings
On our staff development
On programming
Does the town get reimbursed for home school?
- 2 What is the law about staying alone and not joining an AOS/RSU (LD 385) from MSMA legal news?
- 2 Facilities signed back to Monmouth?
What laws pertaining AOS administration?
What does an AOS administrative staff look like?
What is process for leaving the RSU?
What is an AOS?
If we leave the RSU, will we go back to "deadlocked/unpassed budgets?"(Speculation)
-
- What would have been lost with the vote pre RSU? (Speculation)

Appendix G

Lawyers Letters

Curtis Lunt

From: Quinn Collins [qcollins@perkinsolson.com]
Sent: Thursday, December 29, 2011 4:53 PM
To: Curtis Lunt
Cc: David Perkins
Subject: RE: RSU Fact-finders question

Follow Up Flag: Follow up
Flag Status: Red

Curt, I am following up on the telephone conversation we just had.

The answer that we are getting from the MMA is consistent with what I have discovered in my research.

As we discussed, no school has withdrawn from an RSU, so this is uncharted territory. Because there is no statutory or regulatory guidance directly on point, the best anyone can do is make an educated guess at the answer.

It should be a concern that the DOE has declined to answer the question whether Monmouth will lose its priority. We should interpret that as containing a risk that we might lose our priority and, at a minimum, may have to make a legal challenge to regain that priority, which would entail a cost.

Having said that, a look at the statute shows that money is allocated for school construction to a "school administrative unit," which can be an RSU, or it can be a "state approved" municipal school unit.

At the time the priority was given to Monmouth, Monmouth was part of an RSU and therefore fell within the definition of a "school administrative unit."

If Monmouth withdraws from the RSU, it will lose that status, at least temporarily, until it becomes a state approved municipal unit.

The DOE may argue that if Monmouth loses its status as a school administrative unit, even temporarily, the basis for the award is gone and Monmouth loses its priority.

The DOE has also suggested that awards to other schools are made contingent on the total award made to the RSU as a whole (even though there is no statutory support for this approach). Therefore, if Monmouth withdraws, the DOE argues that the other schools in the RSU may be entitled to a greater allocation of construction dollars than was previously determined.

We may have a legal challenge to how these decisions are made and whether the statute allows for any consideration to be given to a school based on whether or not it is part of an RSU. In the final analysis, however, I can only conclude that there is a significant risk that the DOE will remove the priority and, although there may be a legal challenge to such a decision, it may be an expensive and time-consuming process to make that challenge and we may ultimately lose at the end of the day.

In summary, there is a significant risk that the DOE will take away Monmouth's priority. If that is the case, we could launch a legal challenge at additional cost and expense, but Monmouth should consider whether withdrawal from the RSU is worth the loss of that priority.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Quinn Collins, Esq.

Perkins Olson, P.A.
12 Pleasant Street, P.O. Box 449

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Subject: RE: Monmouth RSU Question
From: Legal Services Department <Legal@memun.org>
Date: 1/6/2012 11:13 AM
To: 'Doug Ludewig' <dludewig@roadrunner.com>

Selectman Ludewig,

Good morning. Briefly, and to cut to the chase, as it were, State statutory law is silent on the answer to your question. My research produced no result that left me feeling confident about the Town's claim to construction funds in the wake of a withdrawal. (I am not aware of any case law on the subject.) And my conversations with the Department of Education did not yield any light on the subject. While there are arguments to be made in support of the Town's position that it should not lose its place for school construction funds should it choose to withdraw from the RSU, I am unable to advise you on the basis of any legal authority that the funding is guaranteed in this event. The Department of Education might withdraw the funds on the basis that its calculations were conducted with the understanding that Monmouth was part of the RSU. Should the town no longer be a part of the RSU, the funding equation could change. Furthermore, in order to be eligible for funding, Monmouth must be recognized as a school administrative unit, or as belonging to a school administrative unit. Withdrawing puts the town into a different status, at least until it joins a new school administrative organization, or becomes its own.

My best advise is to alert you to the uncertainty. Certainly the town should press the case with the Department of Education both on the basis that the Monmouth was assigned a place, and on the basis of material need (which could affect the ability of the school to continue to function properly). Only, be advised that the Department has final authority on the question.

I trust this is responsive. Please contact me should you have additional questions.

Kind regards,

MLS

Michael L. Stultz
Legal Services Department
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1.800.452.8786 (in State)
FAX 207.624.0187
mls@memun.org

-----Original Message-----

From: Doug Ludewig [<mailto:dludewig@roadrunner.com>]
Sent: Monday, January 02, 2012 3:59 PM
To: Legal Services Department
Subject: Monmouth RSU Question

Dear Mr. Stultz,
The Monmouth RSU Fact-finding Committee will meet again on January 9.
They are trying to draft a final report that will be presented to
selectmen later this month.
I was wondering if you could send a statement of your findings regarding

Appendix H

Steps to leave an RSU

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MEMORANDA

TO: Richmond Board of Selectmen
RE: Procedural Steps for Withdrawal from RSU #2
DATE: June 23, 2011

As you have requested, I am providing this Memoranda which sets out the 28 separate steps that would be involved in the Town of Richmond withdrawing from RSU #2.

Attached is a copy of Title 20-A, M.R.S.A. §1466 as it is currently written which governs the withdrawal of towns from RSUs. On this copy, I have written the numbers for each step involved that corresponds with this Memoranda.

Timing: A Town cannot begin the process of withdrawing from an RSU for the first three years of the RSU's existence. That date for Richmond's withdrawal from RSU #2 was June 10, 2011.

Step 1: The only way the withdrawal process can begin is for 10% of the number of voters in Richmond who voted in the last gubernatorial election to sign a petition to withdraw from RSU #2. The Selectmen cannot initiate the withdrawal process. The number of signatures needed on the petition, based on the November 2010 election cycle, is 156. The Town Clerk would have to certify that the number of the people who signed it are enough for that minimum number and that they are registered voters in the Town of Richmond.

Step 2: The Selectmen must then schedule a Special Election by secret ballot at the polls. The wording of the Article to be voted upon is in the statute and requires a dollar appropriation figure and a borrowing authorization.

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June 23, 2011
Page 2

Step 3: At least 10 days before the Special Election, the Selectmen must hold a public hearing on the issue to be voted upon.

Step 4: The withdrawal vote only needs a simple majority to pass at this stage of the process.

Step 5: The Town Clerk sends written notice to the RSU and the State Commissioner of Education. That notice gives the number of votes cast for and against and also an explanation by the Selectmen stating to the best of their knowledge the reasons why the municipality seeks to withdraw from the RSU.

Step 6: The Education Commissioner then directs the Selectmen to select a representative to serve on a withdrawal committee. One would be a Selectmen, one would be from the general public and one must be someone who signed the original withdrawal petition.

Step 7: The Education Commissioner directs the RSU Board to select one of Richmond's representatives on the RSU Board to serve on the withdrawal committee.

Step 8: Members of the withdrawal committee only serve as long as their term of office lasts. Vacancies must be filled if the member's underlying term of office has expired.

Step 9: The Chair of the RSU Board opens the first meeting of the withdrawal committee, which then elects its own Chair.

Step 10: The Withdrawal Committee generates a withdrawal agreement which must be submitted to the Education Commissioner for approval within 90 days of the Withdrawal Committee being formed. Extensions can be granted. The contents of this withdrawal agreement is set out in the statute under what I have labeled Step 10. Given the complexity and extent of the content requirement, I think it is unlikely that the Withdrawal Committee would complete this task within 90 days, so extensions would have to be requested by the Withdrawal Committee.

Step 11: The Education Commissioner has sixty days to either approve or to recommend changes to the withdrawal agreement. If it is not approved by the Education Commissioner, it has to be sent back to the Withdrawal Committee for more work and then re-submitted to the Education Commissioner.

Step 12: Once the withdrawal agreement is approved by the Education Commissioner, the Commissioner notifies the RSU Board and the Selectmen of the time and place of a

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public hearing. This notice must be at least twenty days prior to the date set for the hearing concerning the content of the withdrawal agreement. This notice of the public hearing is sent to all of the Selectmen or City Councilors in the towns that belong to RSU #2.

Step 13: The RSU Board, not the municipal officials in each town, post a public notice of this hearing at least ten days in advance. The posting of the public hearing must take place in each of the municipalities in the RSU. The public hearing is chaired by the Chair of the RSU Board and not the Chair of the withdrawing committee.

Step 14: Within 30 days of the public hearing, the Withdrawal Committee must forward the final withdrawal agreement back to the Education Commissioner. This provision suggests that the Withdrawal Committee could modify the withdrawal agreement after the public hearing. If it did, any of these modifications would then have to be reviewed and approved by the Education Commissioner. The Commissioner could require additional changes to the modifications and once that process was completed, with or without any additional modifications, the modified withdrawal agreement would then have to repeat the public hearing process.

Step 15: Once the withdrawal agreement has been finalized after the required public hearings, the Education Commissioner sets the date for the vote on the separation agreement for the Town of Richmond. This vote could, but does not have to coincide with the statewide election. This voting date, set by the Education Commissioner, is sent to the Richmond Town Clerk at least 35 days in advance.

Step 16: As soon as the Richmond Clerk gets the order to conduct an election from the Education Commissioner, the Selectmen must immediately issue a Warrant for a Special Town Meeting for that voting by secret ballot. The date must be the date set by the Education Commissioner.

Step 17: At least 10 days before the vote, the Selectmen shall hold yet another public hearing to discuss the withdrawal agreement which can no longer be modified.

Step 18: ~~The Article to be voted upon in this secret ballot referendum has to be worded exactly as it is in the statute.~~ The polls have to be open from 10:00 a.m. until 8:00 p.m., and voting by absentee ballot must also be provided.

Step 19: In order for the withdrawal vote to pass, it requires a 2/3 vote by Richmond registered voters.

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Step 20: The Richmond Clerk, within 24 hours of the count of the vote, must certify the total number of votes for and against to the Commissioner of Education.

Step 21: The vote is not final until the Commissioner of Education finds that there was the required 2/3 majority to pass the Article. With that determination, the Commissioner of Education also notifies the Selection and the RSU Board to take the steps necessary to withdraw in accordance with the withdrawal agreement.

Step 22: A petition for a recount has to be made within 7 days and the recount is conducted by the Education Commissioner's office.

Step 23: The Selection sign the withdrawal agreement and notify the Education Commissioner by sending in a copy of the duly executed agreement.

Step 24: The Education Commissioner then issues a Certificate of Withdrawal, which is sent to the RSU Board and to the Secretary of State's office.

Step 25: The RSU remains intact until the retirement of outstanding indebtedness is resolved. The withdrawal agreement needs to provide for the retiring of any outstanding indebtedness.

Step 26: The RSU Board negotiates with the withdrawal committee concerning the equitable division of the RSU property. It includes title to the property in the Town.

Step 27: Because the withdrawal could go into effect in the middle of the school and/or this year, Richmond will have to immediately create a new school board, hold elections, hire a superintendent, negotiate a contract with the teachers, address school maintenance, staffing and adopt a school budget at a Special Town Meeting and modify property tax assessments with new supplemental tax bills.

Step 28: Richmond will have two years after the withdrawal from the RSU to join another RSU in order to avoid becoming a non-conforming school administrative unit. If that does not happen, then Richmond will be assessed penalties under the RSU law, beginning two years after the withdrawal.

Part Section 1:

The statute in Section 10 has prohibitions about the number of times and the timing for repeat efforts to withdraw from an RSU. If the first townwide vote under Step 2 has less than 45% of the vote to pass, then a new petition to withdraw cannot be submitted for

another two years. If the second vote under Step 18 shows plus less than 50% of the votes to pass, a new petition to withdraw cannot be started for at least two years.

Part Section 2:

Not addressed in this Memoranda is the cost to the Town of Richmond which could result in the event the withdrawal actually occurs. That cost could be substantial and cannot be precisely determined until the withdrawal agreement has been fully written, approved by the Education Commissioner, and subjected to public hearings. It will have to be estimated with the estimated amount stated in the first memorandum vote in Step 2. Additional costs that need to be considered on an estimated basis, would also include the cost to join another RSU or if Richmond did not become a part of another RSU, the costs of the penalties to be imposed by the State. In order to join another RSU, Richmond would most likely have to pay to get in and to assume a portion of the new RSU's outstanding indebtedness while also paying its share of the RSU #2's outstanding indebtedness.

Part Section 3:

This Memoranda is based on the statute as it exists on this date. There is always a potential for the Legislature to change the process, withdrawal requirements and/or penalties and costs in the event there was sufficient political motivation to do so. Trying to predict such changes is highly probable at best.

Respectfully submitted,


CLIFFORD TODDALL
Chairman

CC: Malin Anderson, Town Manager
Ryan Chandler, Town Clerk