

**REORGANIZATION PLAN**

**ALTERNATIVE ORGANIZATION STRUCTURE (AOS)**

**AOS NAME:**

**SUNRISE COUNTY SCHOOL SYSTEM  
(SCSS)**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, Lubec M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department (hereinafter collectively referred to as “Member School Units”).

Contact information:

Steven Knowles, Reorganization Planning Committee Chairman	454-1237
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Brian Carpenter, Superintendent	733-5573
Lubec M.S.A.D 19	
Terry Lux, Superintendent	853-2567
Charlotte School Department, Dennysville School Department, Eastport School Department, Pembroke School Department, Perry School Department	
James Underwood, Superintendent	454-7561
Alexander School Department, Baring Plantation School Department, Calais School Department, Crawford School Department, Robbinston School Department	

Date Submitted by SAUs: May 7, 2010

Proposed operational date: July 1, 2010

**3. A (1) The Units of School Administration to be included in the Proposed Sunrise County School System (SCSS):**

- Alexander School Department
- Baring School Department
- Calais School Department
- Charlotte School Department
- Crawford School Department
- Dennysville School Department
- Eastport School Department
- Lubec, M.S.A.D. 19
- Pembroke School Department
- Perry School Department
- Robbinston School Department

**3. A (2) The Size, Composition and Apportionment of the Governing Body:**

The Sunrise County School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives from the School Boards of each of the member school units.

The School Board of each town or municipality located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled and each school board of each town or municipality also shall choose from its membership one alternate representative to the AOS Board to serve in the case of the absence of one of its representatives.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Alexander	1
Baring	1
Calais	4
Charlotte	1
Crawford	1
Dennysville	1
Eastport	2
Lubec	2
Pembroke	1
Perry	1
Robbinston	<u>1</u>
	16

**3. A (3) The Method of Voting of the Governing Body:**

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member’s voting power shall be proportionate to the population of that member’s town or municipality as shown below:

<b>Member Unit Municipality</b>	<b>Population (2008 Est Federal Decennial Census)</b>	<b>Percent of Population</b>	<b>Total Votes</b>	<b>Number Of Directors</b>	<b>Number Of Votes Per Director</b>	<b>Percentage Voting Power Per Director</b>	<b>Total Votes By Municipality</b>
Alexander	523	5.2%	523	1	523	5.2%	523
Baring	250	2.5%	250	1	250	2.5%	250
Calais	3184	31.9%	3184	4	796	8.0%	3184
Charlotte	297	3.0%	297	1	297	3.0%	297
Crawford	111	1.1%	111	1	111	1.1%	111
Dennysville	303	3.0%	303	1	303	3.0%	303
Eastport	1536	15.4%	1536	2	768	7.7%	1536
Lubec	1528	15.3%	1528	2	764	7.7%	1528
Pembroke	828	8.3%	828	1	828	8.3%	828
Perry	922	9.2%	922	1	922	9.2%	922
Robbinston	502	5.0%	502	1	502	5.0%	502
<b>Total:</b>	9,984	100%	9,984	16			

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census to reflect the then current population of each town or municipality in the AOS as a percentage of the total population of all towns or municipalities in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality in order to be in compliance with the one man-one vote principle.

A quorum for meetings shall consist of a majority of members in number and voting power, excluding vacancies.

**3. A (4) The Composition, Powers and Duties of Local School Boards:**

The composition, powers and duties of the school boards (Alexander, Baring, Calais, Charlotte, Crawford, Dennysville, Eastport, Lubec, Pembroke, Perry, and Robbinston) of the Member School Units will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

**3. A (5) The Disposition of Real and Personal School Property:**

All real and personal property interests, including without limitation, land, buildings, other improvements to realty, easements, option rights, first refusal rights, purchase rights, and all fixtures, shall remain the property of each Member School Unit except for central office equipment that will be transferred to the Sunrise County School System AOS Office.

### **3. A (6) The Disposition of Existing School Indebtedness and Lease/Purchase Agreements**

The indebtedness and lease/purchase obligations of the Member School Units will remain with them.

### **3. A (7) The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:**

All Member School Unit Central Office staff, personnel contracts and other contractual obligations will be transferred to the Sunrise County School System (SCSS). All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

### **3. A (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 existing financial obligations of the Member School Units will remain with them, including undesignated fund balances, trust funds, reserve funds, and other funds appropriated for school purposes.

### **3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:**

The Sunrise County Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 1000 pupils based on the October 1, 2006 subsidizable resident pupil counts.

The Sunrise County School System School Board shall be appointed and shall develop the budget for the Sunrise County School System for FY 2010 – 11. The Sunrise County School System budget for FY 2010 -11 shall be adopted at an AOS budget meeting in accordance with the budget meeting procedure applicable to regional school units as provided in the Interlocal Agreement. The Sunrise County School System shall employ the Sunrise County School System Superintendent and make all necessary decisions in order for the Sunrise County School System to become operational on July 1, 2010. The current Calais School Department personnel policies shall serve as the interim policies for the Sunrise County School System AOS personnel.

### **3. A (10) All Reorganization Planning Committee Meetings Are Public:**

Following an organizational meeting April 8, 2010, the Reorganization Planning Committee met to develop a Reorganization Plan on the following dates: April 13, 2010, April 14, 2010 and April 15, 2010. The agenda and minutes from the organizational meeting on April 8, 2010 and the Reorganization Planning Committee meetings on April 13, 2010, April 14, 2010 and April 15, 2010 are attached to this Plan as Exhibit B. A public hearing will be held for each of the 11 towns and municipalities in the proposed Sunrise County School System to explain the Reorganization Plan prior to the referendum vote.

**3. A (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 School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 1000 pupils, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 1000 subsidizable resident pupils on October 1, 2006, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

**3.A (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 (See Exhibit C):**

A reorganization of Central Office administrative responsibilities by July 1, 2010 shall include the assignment of the additional responsibilities of Curriculum Director and Transportation Director, shall consolidate the delivery of financial and operational services under the oversight of a business manager and shall begin the reorganization of the delivery of Special Education services with an estimate of no overall increase in administrative salary and benefits and an estimated cost reduction in the operation of the SCSS central office of at least \$50,000.00 in the first, transition year (2010-11) of operation, an additional overall estimated savings of more than \$80,000.00 in operating costs in the second year of operation, and an additional \$10,000.00 of savings in the third year of operation (Exhibit C).

The projected cost savings will not have an adverse impact on instructional programming.

**3.A (13) Other Matters Determined to be Necessary;**

13-A). K-12 Core Curriculum: The Sunrise County School System will be responsible for adopting and maintaining a K-12 core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209.

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

Any town or municipality without a school will have school choice. Towns and municipalities with school choice may continue to negotiate tuition agreements, not to exceed the maximum state allowable tuition for each student. Any town or municipality without a high school will have school choice, grades 9-12, up to the maximum state allowable tuition for each student. Any town or municipality with a pre-K or K-8 school will not have school choice for those grades.

Tuition Contracts currently are held by the following member units:

Crawford and Alexander School Departments:

Crawford students K-8 attend Alexander Elementary School through a tuition contract between the Crawford School Department and the Alexander School Department, 2007-2010.

At this time, no other school departments within the proposed Sunrise County School System have tuition contracts.

**13-C). Claims and Insurance:**

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

**13-D). Less than 1000 Students:**

NA

**13-E). Plan for Consistent Collective Bargaining Agreements:**

The collective bargaining agreements in place within the Member School Units are as follows:

Municipality Town Governing Unit	Support Staff Contract Expires	Teachers Contract Expires	Ed Tech Contract Expires	Bus Drivers Contract Expires	Custodial Contract Expires
Alexander	In Teacher Contract	2010	In Teacher Contract		In Teacher Contract
Baring	N/A	N/A	N/A	N/A	N/A
Calais	2010	2010	In Support Staff Contract	N/A	2012
Charlotte	Hrly. Emp.	2010	Hrly. Emp.	N/A	Hrly. Emp.
Crawford	N/A	N/A	N/A	N/A	N/A
Dennysville	NO NEGOTIATED CONTRACTS				
Eastport	2010	2010	2010		N/A
Lubec	2011	2010	In Support Staff Contract		
Pembroke	N/A	2010	2010	2010	2010
Perry	2010	2010	2010	N/A	N/A
Robbinston	N/A	2010	In Teacher Contract	N/A	N/A

The Member Units of the Sunrise County School System will meet jointly to develop and adopt a plan for consistent contracts upon the expiration of the existing collective bargaining agreements. The Sunrise County School System will develop consistent negotiating proposals in order to achieve greater consistency in the terms and conditions of employment. Consistency in the terms and conditions of employment does not require uniform salary schedules.

**13-F). Plan for Consistent School Policies and School Calendars:**

After July 1, 2010 the SCSS school board, working in conjunction with the school boards of the Member School Units, will develop and adopt a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012.

**13-G). State Subsidy:**

In accordance with 20-A M.R.S.A. §1461-B, sub-§4, the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The member entities shall provide any separate and discreet data that is necessary for the Department of Education to perform these calculations.

**13-H). Cost Sharing of AOS Central Office Budget:**

The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident subsidizable pupils on April 1 and October 1 of the preceding calendar year. The method of cost sharing of the AOS budget may be amended upon approval by a simple majority of the school board of each Member School Unit and by a simple majority vote of the Legislative body of each Member School Unit.

**13-I). Incorporation of Interlocal Agreement:**

The Interlocal Agreement for the creation of the Sunrise County School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.