

Withdrawal Committee
June 5, 2012, 7 PM
Minutes of the Meeting

Members Present:

RSU representatives: Brad Huot, Art LeBlanc, Matt Fadiman, Frank Drigotas, Maureen King

Arundel: Tom Danylik, Jon Renell, Diane Robbins, Jack Turcotte

Administration: Andrew Dolloff

- A. The minutes of the previous meeting were reviewed and considered accurate. Jack Turcotte stated that Arundel's attorney clarified that they are responsible for debt commitments by law, but the RSU could reimburse the town for its payments. Jack stated that the issue of tuition was also clarified by attorney, and that there is a state determined rate.
- B. Andrew stated that the RSU 21 proposal doesn't speak to tuition rate and that the commissioner will determine the RSU EPS number based on all students attending RSU – including those from Arundel.
- C. RSU positions presented by Frank
 1. Purpose: RSU agrees with draft language; Arundel wants to address continuing students.
 2. Withdrawal: RSU agrees to the concept in the draft language; Arundel agrees.
 3. Right to Continued Enrollment: RSU language allows that any student will have the right to continue that enrollment. ARUNDEL disagreed. They have a contract with TAMS. Andrew pointed out that the arbitration is separate from the contract. The RSU would like to have the student be able to stay through the arbitration agreement, none of the arbitrated students will still be at MSK Arundel asked if the existing contract would be honored. Art agreed, but stated that any new contract would have to take the withdrawal agreement into consideration.
 4. Continuity: The RSU will move the Special Education life skills program back to our buildings, but will be happy to continue to serve MLD children at RSU schools on contracted basis. Arundel's use of itinerants will be contracted with RSU
 5. State Allocation and tuition: refers back to #3
 6. Special Education: refers back to #3
 7. Transportation: only refers to Arundel students attending RSU; excessive costs born by Arundel; refers back to 3; what is covered by our language?

8. School Construction: can only be addressed by Arundel.
9. Financial commitments: The RSU wants Arundel to meet its legal obligation. Arundel has determined that legally they must pay; question would be whether RSU will reimburse Arundel. The RSU position is no.
10. Bonds/Notes for FY2012-13: both sides agree to the concept in the draft language.
11. Financial commitment to Superintendent: both sides agree to the concept in the draft language.
12. Undesignated fund balance: Andrew shared information regarding the contributions of each side to the CIP fund. Arundel's share of both accounts totals \$501,815.47.
13. Collective Bargaining Agreement: both sides agree to the concept in the draft language.
14. Continuing Contract Rights: RSU will not hold Arundel responsible for any costs associated with RIFs triggered by the withdrawal; both sides agree.
15. Disposition of Property: RSU agrees to leave furnishings in place except those items specifically identified...Arundel may not agree – a final list will have to be developed.
16. Transition of Administration and Governance: both sides agree to the concept in the draft language.
17. Superintendent's Agreements: RSU stated that superintendents' agreements are allowed by law; Arundel wants/needs language clarification.
18. Dispute Resolution: both sides agree to split costs 50/50 for dispute resolution.
19. Applicability: voter approval as required by law
20. Termination: refers back to #3.
21. State and Local approval: legalese that covers the approvals required by law from the voters and the DOE commissioner.

CAUCUS (break)

RSU statement after caucus

The RSU feels strongly about concept of continuity for students; don't want transportation costs to be a disincentive for Arundel, so will remove that as an issue (last sentence of item #7 in draft agreement); As for financial commitments—

Undesignated Fund Balance—Arundel's contribution is about \$480053, Arundel's CIP contribution \$21,762.70 (based on 14.7%); Arundel's share of the revolving renovation bond is 131,398.24 plus supt contract obligation 19294.50= NET 351122.70 to Arundel; willing to turnover this amount (to be finalized after FY12 audit) in exchange for no restrictions on students attending and continuing at RSU schools.

Arundel question of the list of students to be included in this agreement: which are tuitioned now?

No elementary students are paying tuition right now – they are part of the district.

CAUCUS (break)

Arundel wants the list to only include the existing students.

The RSU answered no; Students enrolling in 2013-14 would be included on the list.

Arundel does not agree to this.

The point that needs to be defined is the student enrollment date.

Adjourned just before 9 PM.

Next meeting: Monday, June 11, 5 PM at KES