

Withdrawal Committee

Minutes

May 15, 2012

Kennebunk Elementary School – Room A102

7:00 p.m.

Present:

Arundel Members: Diane Robbins, Tom Danylik, Jon Renell

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

Staff: Andrew Dolloff

The minutes of the April 30 meeting were reviewed and accepted by consensus with no changes.

Andrew Dolloff presented a projected timeline working back from November 6.

This plan calls for a plan to be submitted to the Commissioner by June 15 – allowing four weeks for final review in October, and the full 60 days review this spring.

Arundel members all agree that petitioners and they feel that November is best date for the referendum, so this timeline is appropriate.

RSU 21 withdrawal committee presented a draft of an agreement; this is an adaptation of Starks withdrawal from RSU 59. **This was a first reading – no agreements were confirmed in this meeting.**

Intro: town is Arundel, district is RSU 21

1. Purpose: no comments/questions
2. Withdrawal date June 30, 2013: NCQ
3. Right to continued enrollment: only addresses first year enrollment as stipulated by law (cannot violate arbitration agreement w/TAMS).

Diane wants it to be clear that Arundel will not be paying tuition for students whose parents choose to tuition them in to MSK

Andrew shared that there are situations outside arbitration and allowed students to attend (superintendents' agreement); 12 Arundel students enrolled at MSK last year, 11 remain; there are more than 11 Arundel students attending MSK, 4 private tuition, couple supt's agreements, special ed programming IEPs – brings the total to 19 this year.

Tom clarified that Arundel middle school students cannot enroll at MSK even though the 20A MRS 1466(4)(A)(1) says they can.

4. Continuity of educational program: for first year after withdrawal and then shall have right to continue at RSU until graduation.

5. State allocation and tuition: legal reference to allocation and tuition

Andrew stated that this phrase allows the RSU to charge an amount other than state per pupil average (20A MRS 5805)

6. Special education: how students are accommodated via IEP process to attend RSU schools including tuition costs
Andrew explained that MLD became another site for our high needs students; at Cons, we have one program that deals with one set of special needs; at KES, we have another program; MLD has a third program; we'll have to decide if we continue these programs.
There are students from each of the three towns that go outside district for programming because we can't meet their needs in-district. Can be up to \$225K placement.
 7. Transportation: The RSU would provide transportation from a single location for Arundel students in RSU schools.
 8. Need for school construction: no new school construction would be required.
 9. Financial commitments from bonds or notes: revolving renovation funds for construction at MSK/KHS=\$16,424.78/year until 2020 (\$131398.24 total).
Todd Shea asked for a breakdown per facility for Arundel.
 10. Bonds or notes during FY2012-13 including lease purchase: will only assess K'bunk/K'port for any bonds issued after the Arundel vote AND will only be approved by voters in K'bunk and K'port; should Arundel wish to issue a bond and will be borne by Arundel alone.
 11. Distribution of final commitment to superintendent: 1 year: \$19,254.30.
 12. Undesignated fund balance: carry forward; numbers included are place holders based on historical figures; RSU may have to use more but will pay 14.76% of remaining unencumbered balance
Andrew was asked to provide a history of the undesignated balance.
 13. Collective bargaining agreements: the withdrawal would not impact any CBA's in effect.
 14. Continuing contract rights under Section 13201: if RSU had to RIF because of separation, payment would come from Arundel's share of the undesignated fund balance; would like to continue to discuss the sharing of personnel to avoid this.
Andrew shared that these could be grievance costs; likely legal and unemployment.
 15. Disposition of real and personal property: buses listed on appendix 1 and will be returned; MLD transferred back with tech equipment and upgrades as noted in appendix 2; does not include software and services and subscriptions and maintenance and fees; RSU will provide transition info.

All repairs and upgrades will remain at MLD.
Facilities/engineering/enrollment reports to be provided.
 16. Transition of admin and governance will be an Arundel issue.
 17. Superintendents' Agreements may still be made under this agreement.
 18. Dispute resolution: as from the approved agreement, binding mediation.
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19. Applicability to successor school admin units: This agreement will apply to all future Arundel and RSU 21 school units.

20. Termination: shall terminate when the students on the final list (2013-14) leave high school.

21. state and local approval: legalese

Andrew shared the items in the Appendices:

page 12 Bus list

page 13 Technology

page 14-15 Facilities upgrades

page 16 Bargaining agreements

Andrew was asked to provide a detailed list of special ed equipment and what will be left in Arundel. Sue Mulsow can better identify special needs for next year, as well.

page 17 Current list of Arundel employees (will provide most updated list)

page 18 Itinerant staff listing...FTE is Arundel related proportion

Pages 22-28 Starks withdrawal

Page 29 Caratunk from SAD 13

Page 35 East Machias from SAD 37

Andrew reviewed the list of requests for next meeting:

Special ed technology purchasing, licenses; also equipment

Type of employee by grade level and specialty

History of undesignated fund balance

History of revolving renovation funds

Next Meeting:

May 30, 4:30 PM

June 5, 7:00 PM
