

**Withdrawal Agreement Between RSU 50 and the Moro
Plantation Withdrawal Committee**

This Agreement dated as of _____, 2017 by and between RSU 50, the Maine regional school unit comprised of the municipalities of Crystal, Dyer Brook, Hersey, Island Falls, Merrill, Moro Plantation, Mount Chase, Oakfield, Patten, Sherman, Smyrna and Stacyville (hereinafter "RSU 50") and the Moro Plantation Withdrawal Committee, a duly appointed municipal withdrawal committee for Moro Plantation organized in accordance with 20-A M.R.S. §1466(4)(A).

If the Towns of Patten, Mount Chase, Sherman, and Stacyville withdraw as of July 1, 2018, this agreement will be binding only on RSU 50 as it exists on July 1, 2018. The schools in the towns of RSU 50, excluding Patten, Mount Chase, Sherman, and Stacyville are hereinafter referred to as "Southern Aroostook" schools. The schools in the Towns of Patten, Mount Chase, Sherman, and Stacyville will hereinafter be referred to as "Katahdin" schools.

1. Purposes:

The purposes of this Agreement are:

- a. In accordance with 20-A M.R.S. §1466(4)(A), to provide for the timely and orderly withdrawal of Moro Plantation from RSU 50; and
- b. To provide educational continuity for all students residing in the Moro Plantation; and
- c. To fairly allocate responsibility for RSU 50's and Moro Plantation's financial and contractual obligations and assets in a manner that fairly takes into account the continuing educational needs of students, and the continuity of educational programs.

2. Withdrawal:

Pursuant to 20-A M.R.S. §1466, Moro Plantation shall withdraw from RSU 50 and become a municipal school unit (hereinafter "Moro Plantation SAU"). The Effective Date of this Agreement shall be June 30, 2018 (the "Effective Date"). The RSU 50 Board shall take no action to close any RSU 50 school prior to the Effective Date

3. Right to Continued Enrollment:

During the first year following the Effective Date, students residing in Moro Plantation may attend the Southern Aroostook school they would have attended if Moro Plantation had not withdrawn from RSU 50 in accordance with 20-A M.R.S. §1466(4) (A)(1). The Superintendent of RSU 50 and the Superintendent of the Moro SAU shall confer with each other and shall develop a list of K-12 students residing in the Moro Plantation who have enrolled in Southern Aroostook schools (hereinafter "Southern Aroostook Enrolled Students"). On or before the Effective Date, the Superintendents shall jointly certify a list of Southern Aroostook Enrolled Students for the preceding school year.

4. State Allocation and Tuition:

In accordance with 20-A M.R.S. §1466(4)(A)(1), during the first year following the Effective Date, the Moro SAU shall pay tuition for Moro students attending Southern Aroostook schools. Tuition shall be determined under 20-A M.R.S. §5804 (for elementary students) and 20-A M.R.S. §5805(1) (for secondary students) except that during the first year following the Effective Date it is not subject to the state per-pupil limitation in 20-A M.R.S. §5805(2). After the first year following the Effective Date, the Moro Plantation SAU shall pay tuition for Moro Plantation students attending Southern Aroostook schools pursuant to Section 3, with tuition determined under 20-A M.R.S. §5804 (for elementary students) and 20-A M.R.S. §5805(1) (for secondary students), except that the state per pupil limitation in 20-A M.R.S. §5805(2) shall not apply.

5. Providing Educational Services for all Students:

Special Education/504 Students. For students residing in Moro Plantation attending RSU 50 schools pursuant to this agreement, RSU 50 shall provide all special education and related special education services required by the IEP prepared by each student's IEP Team to the extent that RSU 50 has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether RSU 50 can implement the terms of the IEP, and whether RSU 50 has an appropriate program or placement for a student pursuant to the requirement of the IEP shall be made by RSU 50 after a careful review of the IEP for the student. In no event shall RSU 50 refuse to provide needed special education services as provided in the IEP for Moro Plantation students who are permitted to attend RSU 50 schools under this Agreement, except for student removals of not more than 10 cumulative school days in the school year, when a student has been properly expelled from RSU 50, or when RSU 50 has determined that RSU 50 cannot provide an appropriate program or placement for a student. The Moro Plantation SAU Director of Special Education Services (or designee) shall represent the Moro Plantation SAU for special education programming, supervision or the IEP Team process, and supervision of the student evaluation process for Moro Plantation students attending RSU 50 schools. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the Moro Plantation SAU's representative at that Team meeting shall make the decisions on those issues, subject to the parents' due process rights in relation thereto. RSU 50 personnel will work cooperatively with the Moro Plantation SAU's representative and, upon request, will provide the Moro Plantation SAU's representative with all information regarding classroom observations, student performance, academic achievement testing, and functional behavior assessment components of the student evaluation process. The Moro Plantation SAU's representative shall provide input to RSU 50's Special Education Director (or designee) on the proper implementation of the IEPs of Moro Plantation special education students attending RSU 50 schools or perceived deficiencies in IEP implementation. RSU 50 shall consider that input in good faith, and shall take all reasonable measures consistent with the terms of this Agreement to respond to concerns and address perceived deficiencies.

Special Education/504 Costs. The Moro Plantation SAU shall be responsible for the special education costs of any Moro Plantation student enrolled in RSU 50 schools pursuant to this

Agreement including special education transportation costs and costs for facilities modifications required to accommodate the student. The tuition rate calculations under 20-A M.R.S. §§5804 and 5805 expressly exclude expenditures for special education. Therefore, in accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), the Moro Plantation SAU, in addition to the tuition payments required under Section D of this Agreement, shall be responsible for the actual costs of special education for Moro Plantation students, including special education transportation costs and costs for facilities modifications required to accommodate the students. For purposes of this Section, special education shall include non-special education 504/ ADA plans and services, facilities modifications, and reasonable attorneys' fees incurred by RSU 50 in connection with disputes over delivery of special education services and/or section 504/ADA plan services for individual Moro Plantation SAU students. RSU 50 shall provide an itemized invoice to the Moro Plantation SAU for such special education costs during the fiscal year in which the special education costs are incurred.

Subject to the provisions in this Section, special education services and/or section 504/ADA plan services shall ultimately be the responsibility of the Moro Plantation SAU.

Career and Technical Education: Following the Effective Date, students residing in Moro Plantation and participating in career and technical education shall attend Region Two School of Applied Technology, or such technical school with which the Moro Plantation SAU should later enter into a contract. Upon withdrawal, the Moro Plantation SAU in concert with the Department of Education and Region Two School of Applied Technology shall take the necessary steps to become a member of the Region Two School of Applied Technology. Until such time as the Moro Plantation SAU becomes a member of Region Two, the Moro Plantation SAU shall be responsible for Region Two costs attributable to the Moro Plantation student counts pursuant to the Region Two cost sharing formula.

6. School Construction:

The withdrawal of Moro Plantation from RSU 50 will not cause a need for any school construction projects that would be eligible for state funds within five (5) years of the Effective Date.

7. Transportation Services:

The Moro Plantation SAU shall provide transportation for students as required by 20-A M.R.S.A. § 5401. The Moro Plantation SAU may enter into such contracts as necessary to provide transportation for students.

8. Creation of New Supervisory Units:

The Moro Plantation SAU shall become a fully independent supervisory unit upon the Effective Date

9. Financial Commitments:

Outstanding Indebtedness: Under 20-A M.R.S. §1466(16) when a municipality withdraws from a regional school unit having outstanding indebtedness, the RSU remains intact for the purpose of retiring and securing that debt, but the withdrawal agreement may provide for an alternate means

for retiring that outstanding indebtedness. RSU 50 represents that it carries no debt as of the date of this Agreement. As such, no division of debt is necessary.

- a. *Financial Commitments Issued Prior a vote on withdrawal:* During the 2017-2018 school year, RSU 50 may issue bonds, notes, or lease purchase arrangements to upgrade facilities at RSU 50's schools or for other purposes. Such improvements are not currently contemplated, but may be necessary in case of a failure of a structure or building system or other need. For any debt issued or incurred by RSU 50 before Moro Plantation votes to withdraw from RSU 50, under 20-A M.R.S. § 1466(16), RSU 50 will remain intact for purposes of retiring and securing that indebtedness. If Moro Plantation subsequently votes in favor of withdrawal, and if such bonds, notes or lease purchase obligations relate solely to school facilities in RSU 50 as it exists after July 1, 2018, as an alternate means for retiring such indebtedness or lease purchase obligations under 20-A M.R.S. § 1466(16), RSU 50 as it exists after July 1, 2018, exclusive of Moro Plantation, hereby agrees to pay such indebtedness.

10. Indebtedness After A Vote to Withdraw:

- a. After Moro Plantation has voted to withdraw, but before the Effective Date, RSU 50 may issue bonds or notes or enter into lease purchase financing arrangements to upgrade facilities or purchase equipment or for other purposes. Such improvements are not currently contemplated, but may be necessary in case of a failure of a structure or building system or other need. As of the Effective Date, RSU 50 will remain intact for purposes of retiring and securing any such indebtedness. To the extent that such proposed indebtedness is a general obligation that requires voter approval, and is to be submitted to the voters for approval after Moro Plantation has voted to withdraw, the RSU 50 school board shall provide for the debt to be approved at an RSU 50 referendum vote conducted in accordance with the general laws. If such bonds, notes or lease purchase obligations relate solely to school facilities in RSU 50 as it exists after July 1, 2018, as an alternate means for retiring such indebtedness or lease purchase obligations under 20-A M.R.S. § 1466(16), RSU 50 as it exists after July 1, 2018, exclusive of Moro Plantation, hereby agrees to pay such indebtedness.

11. Superintendent Contract:

RSU 50 has signed a one-year contract with an interim Superintendent of Schools for a term that runs through June 30, 2018. Moro Plantation shall have no obligation under any extension of the current RSU 50 superintendent contract, nor any other RSU 50 superintendent contract.

12. Contingent Liabilities:

- a. *Future Claims:* The Parties acknowledge that RSU 50 may be liable for future legal claims based on incidents arising prior to the Effective Date, when Moro

Plantation was part of RSU 50. The Moro Plantation SAU shall be responsible for and agrees to pay its share, which shall be 1.32 percent, of RSU 50's costs, expenses, damages, and other losses arising from such claims, including costs to defend such claims, to the extent that RSU 50's costs, expenses, damages, and other losses are not covered by insurance or other sources. RSU 50 shall give written notice of such claims to the the Moro Plantation SAU within 30 days after RSU 50 receives notice of a claim. RSU 50 shall regularly update the Moro Plantation SAU regarding the status of such claims, and shall consult with the school board of the Moro Plantation SAU before entering into a settlement of such claims.

- b. *Audits:* In the event that RSU 50 becomes the subject of a federal or state audit for a period when Moro Plantation was part of RSU 50 and as a result of such audit, RSU 50 becomes subject to any payment obligation or withholding related to the period when Moro Plantation was part of RSU 50, the Moro Plantation SAU shall be responsible for and agrees to pay its share, which shall be 1.32 percent, of RSU 50's obligation. Likewise, if as a result of such audit, RSU 50 receives any rebate, refund or credit, RSU 50 shall reimburse the Moro Plantation SAU its share of such rebate, refund or credit within thirty (30) days of receipt of any such payment or credit to RSU 50.

13. Collective Bargaining Agreements:

The withdrawal of Moro Plantation from RSU 50 will not directly affect any of the RSU's collective bargaining agreements. The Moro Plantation SAU shall have no liability to RSU 50 or to any person with respect to any collective bargaining contract, except as provided in Section 12(a).

14. Continuing Contract Rights under Section 13201:

Moro Plantation's withdrawal from RSU 50 will not affect the continuing contract rights of teachers under 20-A M.R.S. § 13201.

15. Transition of Administration and Governance:

If this Agreement is approved by the Commissioner of Education and the Voters of Moro Plantation, the administration and governance of education for Moro Plantation students will be transferred from RSU 50 to the Moro Plantation SAU as of the Effective Date, except as provided herein with respect to the Moro Plantation students attending RSU 50 as tuition students. Prior to the Effective Date, Moro Plantation shall elect a school committee ("School Committee"). The School Committee shall have authority to take all actions necessary to prepare for the establishment of the Moro Plantation SAU, including but not limited to establishing a budget for the fiscal year that commences on the Effective Date, and shall constitute the governing committee of the Moro Plantation SAU.

16. If this Agreement is approved by the Commissioner of Education and the Voters of Moro Plantation, the voters of Moro Plantation shall not participate in the approval of the RSU 50

budget or other matters for the fiscal year commencing on the Effective Date at either the budget meeting or the budget validation referendum.

18. Amendments:

This Agreement may be amended by mutual written agreement of the school boards of RSU 50 school board and the Moro Plantation SAU, either before or after the Effective Date. Any such amendment shall be effective only if in writing, signed by duly authorized representatives of the parties to the amendment, and approved by the Commissioner of the Maine Department of Education. The Commissioner of the Department of Education may require a favorable referendum vote on such amendments.

19. Termination:

This Agreement shall remain in effect until such time as it may be terminated by mutual written agreement of the governing bodies of RSU 50 and the Moro Plantation SAU with prior written approval of the Commissioner of the Maine Department of Education.

20. State and Local Approval:

This Agreement is subject to approval by the Maine Commissioner of Education as required by 20-A MRSA §1466(4)(B) and approval by affirmative votes of the Withdrawing Municipalities of the withdrawal from RSU 50 and of the formation of the Moro Plantation RSU as set forth above.

21. Additional Considerations:

- a. *Dispute Resolution:* Upon approval of this Agreement by the voters of Moro Plantation, any dispute between Moro Plantation and RSU 50 (hereinafter individually referred to as a "Party" or collectively, the "Parties") arising out of or relating to this Agreement shall be resolved in accordance with this paragraph. Any Party may give written notice of a dispute arising out of or related to this Agreement to another Party or Parties in person or by certified mail, return receipt requested. The Parties to the dispute (hereinafter the "Affected Parties") shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last Party to receive notice. If the dispute has not been resolved within thirty (30) days, any Party may serve written notice on the other Affected Parties of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Affected Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation by the last Affected Party to receive notice. If the Affected Parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within ninety (90) days, the dispute shall be submitted to arbitration in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S.A. §5927 et seq.
- b. *Applicability to Successor School Administrative Units:* Upon affirmative votes of all the Withdrawing Municipalities and final approval by the Maine of Education Commissioner and an affirmative vote in Moro Plantation and in accordance with current law, this Agreement shall be binding upon Moro Plantation, the Moro Plantation SAU, and any successor school administrative units, and on RSU 50 and

its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Moro Plantation, the Moro Plantation SAU, RSU 50 or their respective successor school administrative units are, or become, a party.


- c. *Superintendent's Agreements*: Nothing in this Agreement shall limit the availability or use of Superintendent's Agreements with respect to the students of RSU 50 and the Moro Plantation SAU.

22. Miscellaneous:

This Agreement may not be assigned and shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine, without regard to any of its conflict of laws principles. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. Each Party represents that its signatory to the Agreement is duly authorized by that party to execute this Agreement and in doing so binds that party to its terms. The headings and subheadings of the clauses, sections and paragraphs of this Agreement are inserted for convenience of reference only, and shall not control or affect the meaning or construction of any of the agreements, terms, covenants, and conditions of this Agreement in any manner. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the extent permitted by law.

Signed at MORO PLANTATION this 4th day of AUGUST, 2017.

The Withdrawal Committee of Moro Plantation:



Member from the Municipal Officers



Member from the General Public



Member from Petitioning Group

Member from RSU 50 School Board

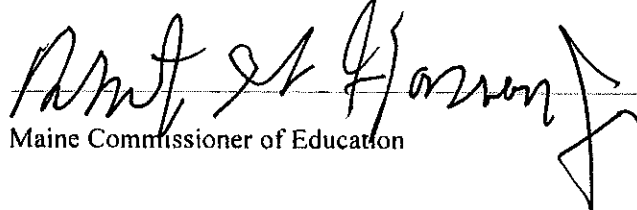
Signed at RSU 50 this 8th day of August, 2017.

RSU 50

By: 
~~Philip Knowlton~~ Chair of the RSU 50 School Board
Duly Authorized

Signed at Augusta, this 16th day of August, 2017.

Approved as a Final Withdrawal Agreement under Title 20-A MRS §1466(5)



Maine Commissioner of Education

8-16-17