

REORGANIZATION PLAN

SAU Submitting:	Town of Fayette, a municipal school unit; Town of Manchester, a municipal school unit; Town of Mount Vernon, a municipal school unit; Town of Readfield, a municipal school unit; Town of Wayne, a municipal school unit; Town of Winthrop, a municipal school unit; and Community School District 10
Contact Information:	Harvey Hayden, Facilitator
Date Submitted by SAU:	November 30, 2007
Proposed RSU Operational Date:	July 1, 2009

Preamble

We believe that these principles of school governance and financing are central to the efficient and productive operation of school systems:

1. Local schools are a central element of the identity of Maine communities. They should be preserved, and should continue to function as community centers after consolidation. It is important, therefore, that there continue to be schools that are strongly identified with their communities, such as Fayette Central School, Manchester Elementary School, Mt. Vernon Elementary School, Readfield Elementary School, Wayne Elementary School, Winthrop Elementary School, Maranacook Middle and High Schools, Winthrop Middle and High Schools.
2. Local communities should continue as stewards of their schools by having influence over the money spent for education and being able to invest additional community resources to make their local schools high functioning and unique.
3. We must consolidate administrative and other operational functions so that scarce taxpayer resources can be concentrated on providing students with a high quality education.
4. Our school system accepts all students and provides all students within the system with the best education possible so that each has the opportunity to be a valued, contributing member of our society.

Statutory Citations: Citations to "Section" (e.g., "Section XXXX36") refer to the school reorganization law, P.L. 2007 Ch. 240, unless otherwise indicated.

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed regional school unit includes the following school administrative units:

- a.** Town of Fayette, a municipal school unit;
- b.** Town of Manchester, a municipal school unit;
- c.** Town of Mount Vernon, a municipal school unit;
- d.** Town of Readfield, a municipal school unit;
- e.** Town of Wayne, a municipal school unit;
- f.** Town of Winthrop, a municipal school unit; and
- g.** Community School District 10.

2. **The size, composition and apportionment of the governing body.**
3. **The method of voting of the governing body.**

The regional school unit board shall be composed of eleven members. Each municipality in the RSU shall elect the following number of its residents to serve on the Board and their votes shall be weighted as follows:

Municipality	Population	Board Members	Votes per Board Member	Total Votes
Fayette	1,169	1	75	75
Manchester	2,560	2	82	164
Mount Vernon	1,662	1	107	107
Readfield	2,550	2	81.5	163
Wayne	1,186	1	76	76
Winthrop	6,475	4	103.75	415
Total	15,602	11		1000

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered as provided by Section XXXX-40. The weighing of the votes shall be adjusted as allowed by law. The voting power of any one member may not exceed by more than 2% the percentage of voting power the member would have if all 1000 votes were apportioned equally among all members.

The initial board members shall be elected as follows:

Fayette: one member shall be elected for a two year term;

Manchester: one member shall be elected for a one year term and one member for a three year term;

Mt. Vernon: one member shall be elected for a three year term;

Readfield: one member shall be elected for a one year term and one member for a three year term;

Wayne: one member shall be elected for a two year term;

Winthrop: one member for a one year term, two members for a two year term and one member for a three year term.

4. The composition, powers and duties of any local school committees to be created.

- a.** One committee shall be formed for each member town elementary school (pre-kindergarten through grade 5).
- b.** Local elementary advisory committees shall consist of three or five members including an elected RSU representative, determined by the member town.
- c.** Each member town's Town Council or Select Board shall appoint the members of the local elementary advisory committee. This appointment process must be as per the member town's appointment protocol.
- d.** Duties of the committee will include (but are not limited to):
 - i.** Maintain communication with the local community and the RSU 30 Board of Education;
 - ii.** Aid and advise the RSU 30 Board of Education with regard to local elementary school (pre-kindergarten through grade 5) needs.
 - iii.** Aid and advise the local elementary school principal in determining those needs and budget items unique to the local elementary school.
 - iv.** Recommend to town governing bodies the amount of local funds to be raised for local schools in program, equipment, etc. These appropriated funds will be held and disbursed by RSU 30 Board of Education, in accordance with the local warrant for these funds.
- e.** Advisory committees are adjuncts that volunteer their time, knowledge and talents to assist the RSU 30 Board of Education in providing our students and staff the best educational opportunities in the most fiscally responsible manner.
- f.** The RSU 30 Board of Education will be recognized as the only official governing body that will be empowered to make decisions for RSU 30, as defined by law.

5. The disposition of real and personal school property.

a. Real Property and Fixtures.

Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units and of any school unions of which they are members shall be property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures.

The following real property interests and associated fixtures shall not be transferred:

The Mount Vernon cemetery, ball fields and associated property; and

The Manchester playground, ball fields and associated property.

b. Personal Property.

All other school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies, inventories, software, leases, licenses and right of use, records, and contract rights including transportation, maintenance and uniform contracts shall become property of the region as successor of the SAUs, except as listed below.

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

c. Agreements to Share or to Jointly Own Property.

In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

a. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume.

The region shall assume liability to pay the bonds, notes and lease purchase agreements set forth in the attached exhibit entitled “FAYETTE, MANCHESTER, MT. VERNON, READFIELD, WAYNE, CSD #10, WINTHROP DEBT SERVICE/ LEASE ANALYSIS” as of that debt that remains to be paid for the fiscal year 2009-10 and thereafter.

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are no longer serviceable or to keep them in normal operating condition.

b. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume.

Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the following bonds, notes and lease purchase agreements, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose:

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date

c. New Capital Project Debt that Region Will Issue and Assume.

If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the

authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements:

Name of SAU	Project Description	Principal Amount	Date Authorized by SAU Legislative Body

d. New Capital Project Debt that the Region Will Issue But Will Not Assume.

If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region will not assume liability to pay the following bonds, notes and lease purchase agreements:

Name of SAU	Project Description	Principal Amount	Date Authorized by SAU Legislative Body

e. Defaulted Debt is Excluded from Being Assumed.

Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

f. Other Debt Not Assumed.

Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

a. School Personnel Contracts.

A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or nonrenewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

b. School Collective Bargaining Agreements.

The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

SAU	Positions Included in the Bargaining Unit	Next Termination Date
Fayette	Teachers & other staff	August 31, 2008
Manchester	Teachers	August 31, 2008
Mt. Vernon	Teachers	August 31, 2008
Readfield	Teachers	August 31, 2008
Readfield	Support Staff	August 31, 2008
Wayne	Teachers	August 31, 2008
Winthrop	Teachers	August 31, 2008
Winthrop	Bus Drivers	June 30, 2007
CSD 10	Bus Drivers	August 31, 2009
CSD 10	Teachers & Support Staff	August 31, 2008
Winthrop	Food service	
Winthrop	Support Staff	

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

c. Other School Contractual Obligations.

A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as Exhibit 7-C.

The RSU shall assume the following contracts as of the operational date:

SAU	Contracting Party	Type of Contract	Expiration Date

The SAU Board and superintendent shall seek to terminate or negotiate for termination of the following contracts prior to the operational date:

SAU	Contracting Party	Type of Contract	Expiration Date

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.

a. Existing Financial Obligations.

Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan. Existing financial obligations shall include the following:

- i.** all accounts payable;
- ii.** to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
- iii.** all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial

responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

b. Remaining Balances.

The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

c. Reserve Funds.

SAUs shall transfer remaining balances of reserve funds (including summer salary reserve funds) to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of that SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.

d. Scholarship Funds.

SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

e. Trust Funds.

SAUs shall transfer trust funds to the region. The regional school unit board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

a. Transition Plan for Budget Development.

The regional school unit board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the region.

The regional school unit board shall select a superintendent of schools in accordance with Section 1051 of Title 20-A. During the interim period, the salary, office and other expenses of the superintendent, as well as the cost of the regional school unit board, including insurance, shall be allocated to the school administrative units as provided below.

~~If a region is formed to become operational as of July 1, 2008, then following the issuance of a certificate of organization by the State Board of Education, the school boards and superintendents of the SAUs within the region shall begin a process for developing proposed budgets for educational programs and services within their SAUs for the fiscal year beginning July 1, 2008. In developing their proposed budgets, the SAUs shall consider potential cost savings and additional costs that may result from reorganization. The SAUs also shall consider changes in operations that may be necessary in order to reduce costs of administration, special education, building and maintenance and transportation without adversely affecting the educational program. During the months of February and March, the school boards of the SAUs and their superintendents shall conduct joint meetings and budget workshops as necessary to develop a proposed budget for the first operational year of the regional school unit. Specific duties may be assigned to existing personnel with the approval of the employing SAU.]~~

A proposed budget with supporting documentation shall be developed in time for its presentation to and consideration by the initial regional school unit board of directors. The regional school unit board shall complete the budget development process and recommend a budget for consideration by the voters.

The regional school unit board shall propose and approve a recommended budget in accordance with [Title 20-A § 1482?] for the first operational year for submission to the voters of the region. The budget format, approval procedures and assessments for the regional school unit's first operational year budget shall be in accordance with 20-A M.R.S.A. §§ 1482-1489. The regional school unit board shall have all necessary authority for those purposes. This shall be considered the first year of use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to Section 1486(1).

The regional school unit board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the regional school unit to become operational on July 1 of the first operational year; including the authority to open and maintain accounts, to incur expenses not to exceed \$_____to be allocated among the regional school units' member SAUs in accordance with their [most recent April and October resident pupil count] or [their respective most recent state valuation] or [other method of allocation] select one; and to file applications for school construction projects and revolving renovation fund loans and other available funding.

b. Transition Plan for Personnel Policies.

All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions after they become part of the regional school unit. After the operational date, the regional school unit board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Minutes of the following public meeting(s) held to prepare or review the reorganization plan are attached as Exhibit 10-A:

Date of Public Meeting	Time	Location
November 14, 2007	6:30 p.m.	Maranacook Community School
November 29, 2007	6:30 p.m.	Winthrop High School

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 one or more of the proposed members of the region fail to approve the plan, the SAUs that approve the plan shall proceed as follows:

If despite rejection by one or more proposed members of the region, the plan is approved by each of the applicable school administrative units pursuant to Section XXXX-36(9), the plan is approved for all proposed members of the region in accordance with Section XXXX-36(9).

Option A: If the plan is rejected by one or more SAUs, the region shall not be formed under this plan, and the SAUs shall re-start the process to form a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).

Option B: If the plan is rejected by one or more SAUs, but is accepted by SAUs representing at least _____% of the average number of resident pupils within all of the SAUs in the proposed region, as measured by the average of the most recent April and October resident pupil counts; and by SAUs representing at least _____% of the aggregate fiscal capacity of the SAUs in the proposed region, then in such case the membership of the regional school unit shall include those SAUs that approved the plan; except that the Commissioner may determine the necessity for reapportionment pursuant to 20-A M.R.S.A. § 1475.

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.

We estimate that the formation of the regional school unit will result in the following cost savings during the first three years of operation:

- a. First year — 2009 - 2010:**
 - i. Estimated savings:**
 - ii. Estimated additional costs:**
 - iii. Net savings (or costs):**
- b. Second year — 2010 - 2011:**
 - i. Estimated savings:**
 - ii. Estimated additional costs:**
 - iii. Net savings (or costs):**
- c. Third year — 2012 - 2012:**
 - i. Estimated savings:**
 - ii. Estimated additional costs:**
 - iii. Net savings (or costs):**
- d. Total estimated savings (or costs):**

13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.

a. Plans to reorganize administration, transportation, building and maintenance and special education

b. Cost Sharing in Regional School Units

The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit on the basis of the following formula:

_____ % shall be shared on the basis of the fiscal capacity of each member municipality;
and

_____ % shall be shared on the basis of the number of resident pupils in each member municipality.

This local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Approval of this reorganization plan by the Commissioner of Education and the voters is subject to the condition that the Maine Legislature enact a Private and Special Law or a general law authorizing or permitting an alternate cost sharing arrangement such as that contained in this reorganization plan prior to the operational date of the proposed regional school unit.

c. Election of initial board of directors.

Within 30 days of the issuance of a certificate of organization for the regional school unit by the State Board of Education, the members of the school boards of the school administrative units within the regional school unit shall conduct a joint meeting for the purpose of electing an interim secretary of the regional school unit and determining a date for the election of the initial board of directors of the regional school unit. The interim secretary shall notify the municipal officers of the member municipalities of the regional school unit of the date of the election. The election shall be conducted in accordance with Title 30-A Chapter 121 of the Maine Revised Statutes, as amended by Section 1473(2) of Chapter 103-A of Title 20-A of the Maine Revised Statutes, except that the election duties of the secretary and board of directors of the regional school unit shall be performed by the interim secretary. The duties of the interim secretary shall include:

- notification of the municipal officers of the date of the election;
- furnishing nomination papers at least 10 days before the deadline for filing nomination papers;
- receipt of completed nomination papers in accordance with 20-A M.R.S.A. § 1473;
- preparation and distribution of election ballots in accordance with 20-A M.R.S.A. §1473;
- receipt of town clerk's certification of the results of the voting in each member municipality;
- tabulation of the town clerk's certification of the results of the voting in each member municipality
- accepting any recount petitions that may be filed pursuant to 20-A M.R.S.A. §1473; and
- totalling the votes cast for each candidate and notifying the clerks in each municipality, the candidates, and the Commissioner of Education of the final results of the voting and the names and addresses of the persons elected as directors.

In accordance with 20-A M.R.S.A. § 1473(1), the clerk of each municipality within the regional school unit shall forward the name(s) and address(es) of the director(s) elected to represent that municipality to the State Board of Education with such other data with regard to their election as the State Board of Education may require. On receipt of the names and addresses of all of the directors, the State Board of Education shall set a time, place and date for the first meeting of the directors and give notice to the directors in writing, sent by registered or certified mail, return receipt requested, to the address provided by the municipalities.

d. Tuition Contracts and School Choice

i. Tuition Contracts

There are no tuition contracts are in existence as of the date of this Plan:

ii. School Choice

Fayette offers some of its students a choice of which school to attend. All students 6-12 may choose to attend any middle or secondary school approved for tuition purposes. Fayette pays the maximum allowable tuition for each student. Grade levels in Fayette that have choice of schools as of the operational date shall continue to have the same choices in the RSU.

e. Claims and Insurance

Disclosure of claims

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of November 15, 2007: NONE

SAU	Claimant	Title of Proceeding	Jurisdiction	Nature of Claim

f. Vote to approve plan.

Before submitting a reorganization plan to the Commissioner of Education the governing body of each school administrative unit shall adopt the following vote:

Vote to be Adopted by [School Committee/Board] to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the ~~_____~~ RSU 30 Reorganization Planning Committee to reorganize the Town of Fayette (a municipal school unit), the Town of Manchester (a municipal school unit), the Town of Mount Vernon (a municipal school unit), the Town of Readfield (a municipal school unit), the Town of Wayne (a municipal school unit), the Town of Winthrop (a municipal school unit) and Community School District 10 into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by December 1, 2007.

g. RSU with Fewer than 2,500 Students

In the event that the Commissioner determines that our proposed Regional School Unit shall have fewer than 2500, or if the result of the vote on the Reorganization Plan results in a Regional School Unit of less than 2500 students, we believe that the Commissioner should approve the proposed Regional School Unit and issue all necessary certificates because:

- (a) Geography, including physical proximity and the size of the current school administrative unit;
- (b) Demographics, including student enrollment trends and the composition and nature of communities in the regional school unit;
- (c) Economics, including existing collaborations to be preserved or enhanced and opportunities to deliver commodities and services to be maximized;
- (d) Transportation;
- (e) Population density; or
- (f) Other unique circumstances including the need to preserve existing or developing relationships, meet the needs of students, maximize educational opportunities for students and ensure equitable access to rigorous programs for all students.

COLLABORATIVE AGREEMENTS

Collaborative agreements are agreements to share the responsibility for and cost of the delivery of certain administrative, instructional and non-instructional functions. "Collaborative agreements" includes, but is not limited to:

- A. Shared purchasing or contract agreements;
- B. Agreements for shared staff or staff training;
- C. Agreements to share technology or technology support;
- D. Agreements to provide special education programs and support services;
- E. Agreements to share accounting, payroll and financial management services;
- F. Agreements to coordinate transportation routing and vehicle maintenance;
- G. Agreements to share food service planning and purchasing; and
- H. Agreements to coordinate energy and facilities management.

A school administrative unit may enter into collaborative agreements with other school administrative units and, whenever possible, with local and county governments and State Government, to achieve efficiencies and reduce costs in the delivery of administrative, instructional and non-instructional functions.

A collaborative agreement between 2 or more previous education units may remain in effect after July 1, 2008. Notwithstanding any other provision of law to the contrary, collaborative agreements in existence on the effective date of this section may be extended or modified by the parties to the collaborative agreement.