

The Various and Sundry Ways
Brooklin, Sedgwick, Deer Isle and Stonington
Might Organize Central Office Services
Under Current Maine Law

BACKGROUND

Deer Isle and Stonington have a long history of working together on the employment of school superintendents. Starting in 1899 Mr. T.M. Coombs began a nine year period of service as superintendent for both towns. The school union law was passed in 1897, which allowed towns to officially cooperate, as one entity, in the employment of superintendents. In the early 1900's the state school superintendent began approving combinations of towns in school unions. Brooklin and Sedgwick combined with Blue Hill and other towns at different times starting in the early part of the 20th century. During the 1930's and 1940's Isle au Haut and Swans Island came and went as partners with DI-S in School Union 76. The current configuration of SU76 was born in July of 1945. Brooklin and Sedgwick joined municipal schools in Deer Isle and Stonington under the supervision of Supt. Paul Brown.

In 1969-70 SU76 went temporarily out of business when the Sedistobrook SAD 73 was formed with the four SU76 towns and Brooksville. However the new school administrative district began planning the construction of a new high school in Sedgwick, which was a threat to the enrollment of George Stevens Academy. SAD 73 was disbanded in the early 1970's after the three mainland towns in SAD 73 voted to withdraw so that high school students in their communities would continue to enjoy school choice.

Deer Isle and Stonington responded to the SAD 73 dissolution by forming Community School District 13 (the current CSD). In 1975 interim superintendent Joseph Pecoraro helped the four towns reorganize SU76. This has been the arrangement for the last forty one years.

It should also be noted that at some point during this period, Brooklin and Sedgwick entered into their own union school arrangement for education of K-8 students. This allowed the towns to cooperate in educating children by busing younger children to Sedgwick schools and middle school children to Brooklin. The arrangement ended in a somewhat acrimonious separation when the two towns could not agree on the location for a new elementary school. Each town built its own K-8 facility: Sedgwick in 1989 and Brooklin in 1995. No towns in Maine are now involved in a union school arrangement. The union school statute was repealed in 2007.

MORE RECENT HISTORY

In the early 1990's around the time of the Brooklin-Sedgwick union school divorce, Brooklin was not satisfied with the service of the superintendent and began some consideration of withdrawing from SU76. This withdrawal effort quietly evaporated with the employment of a new superintendent in 1993. Now history seems to be repeating this scenario of "school union withdrawal talk" as a reaction, at least in part, to a superintendent's forced departure.

Under pressure from Governor Baldacci's school consolidation legislation, in 2008-09 nine area towns considered formation of a regional school unit (RSU). After only two of the nine towns voted in favor of the proposed RSU, both SU76 and SU93 remained in place. However the town of Surry was orphaned by the process when its former partners in SU92 all joined the new RSU 24 centered in Ellsworth. This school consolidation effort changed the nature of Maine's school system organization more than at any time since the Sinclair Act initiated the SAD movement in the 1960's and early 1970's. Three schools in the Hancock County area have

recent experience in changing their central office administrative affiliation: Surry, Hancock and Lamoine.

HOW TO JOIN A SCHOOL UNION

After the overwhelming "no" vote on formation of an RSU from the towns served by SU76 and SU93, Surry was left "out in the cold." The K-8 Surry School became a stand alone municipal school and contracted with SU93 for superintendent and central office services at a cost of \$95,130 which increased to \$100,130 by the third year. This management services contract between Surry and SU93 lasted for three years. During the three year "introductory period, the Surry School Board became acquainted with the school board members from the other four towns. With a good level of comfort with and confidence in SU93, the Surry school board held meetings with the SU93 board in 2012 with the goal of joining SU93. After negotiations between the town and the union and the passage of private and special legislation, Surry joined SU93 in 2012-13.

With the addition of Surry, SU93 has a 23 member school union board. The central office staff consists of a full-time superintendent, special services director, business manager, administrative assistant, secretary, bookkeeper, curriculum coordinator and half time technology coordinator for a total of 7.5 positions. The curriculum and technology positions are funded by Title 1 & 2 funds. Central office costs are shared using a formula based on 50% equally shared by all and 50% based on October 1 enrollment. The town of Surry is apparently content with its membership in SU93. Surry's 2015-16 K-12 budget is \$2,191,999 with a enrollment of 163 students. Brooklyn and Sedgwick school budgets for 2015-16 are \$1,744,093 and \$2,080,257 respectively. Deer Isle has a budget of \$6,512,226 and enrollment of 326.

The 2016-17 weighted vote and financial contributions to SU93 are:

<u>Town</u>	<u># of Votes</u>	<u>% of Votes</u>	<u># of Board Members</u>	<u>Share of Costs</u>	<u>% of Costs</u>
Blue Hill	350	34.8	5	\$187,706	33.3
Brooksville	120	12.1	5	84,454	16.0
Castine	177	17.3	3	81,878	14.1
Penobscot	165	16.3	5	93,223	17.0
Surry	190	19.0	5	100,786	19.4
				TOTAL	\$548,048

The total 2016-17 SU76 central office budget will be \$523,945. The cost share is based on three weighted factors: total personnel in each school system (50%), the annual Dec. 1 special education enrollment total for each system (25%) and the October 1 total student enrollment for each system. The CSD will pay \$330,401 or 61.82%; Sedgwick \$108,300 or 21.95%; and Brooklin \$85,524 or 16.23%.

HANCOCK AND LAMOINE

All of the towns in eastern Hancock County (with the exception of Otis) voted to join RSU 24 centered in Ellsworth. Hancock and Lamoine had been members of SU92, which dissolved upon the formation of RSU 24. After a few years the voters of both towns voted to remove themselves from the RSU. This coincided with the separation of the city of Ellsworth from the same RSU. All three municipalities became independent municipal schools.

The divorce from the RSU was a difficult process. With minimal cooperation from the administration of the RSU, the negotiations over withdrawal and the division of assets was hard-nosed and protracted. Hancock and Lamoine hired a withdrawal consultant Judy Lucarelli, a

former SU76 superintendent. The attached Hancock-Lamoine "Workplace to Operational Units" checklist was developed by Ms. Lucarelli. This document shows the complexity of the process.

When Ellsworth re-established its own school department within its city government, Hancock and Lamoine entered into negotiations with Ellsworth for central office services. The negotiations resulted in an administrative services contract with the city and both towns.

The services include all the usual business office services of accounting, payroll, reporting, budget preparation, accounts payable and human resource services. Hancock and Lamoine separately employ the same superintendent four day per week, a full-time school year + some summer days special services director and a full-time secretary/receptionist (who also takes phone calls for the Ellsworth School Department).

The 2014-15 costs for central office administration are funded by Hancock and Lamoine independently of each other since there is no statutory basis for them to vote together to fund a central office. There is no joint board or combined voting process. School funds are held and managed by their respective town governments. The K-12 Hancock budget of \$3,499,385 funds the education of 296 students. In Lamoine the budget figure is \$2,343,001 for a student population of 153.

The central office administration costs are shown below.

	<u>Hancock</u>	<u>Lamoine</u>
Supt. Office	\$96,498	\$69,476
Admin. Services		
Contract w/ Ellsworth	\$51,967	\$42,764
Special Serv. Dir.	<u>\$42,100</u>	<u>\$32,521</u>
TOTALS	\$190,565	\$164,781

CENTRAL OFFICE TOTAL \$355,346

WHERE TO FROM HERE?

Discussions on withdrawal from SU76 are on-going at some level in Brooklin, Sedgwick and CSD 13. Any withdrawal will require a vote of the school committee of the town or district. This will set in motion a multi-step process described in Attachment A. In the case of dissolution of SU76 all three school systems must follow the prescribed procedures. A vote to withdraw must include a written statement submitted to the Maine Department of Education (MDOE) covering ten required topics. Some examples of these topics are a plan for the education of students in the town, negotiation of financial commitments, disposition of real and personal property, transportation, and any need for school construction. The withdrawing school must provide at least 90 day notice to the other members of the school union. The withdrawing school must submit paper work to the Commissioner of Education for approval. The Commissioner must respond in 30 days. The Commissioner may approve the withdrawal or send the paperwork back for revision.

Before a withdrawal will be approved, any departing school union member must already have made arrangements for the employment of a superintendent and central office services. Six methods now exist in Maine for the organization of school system administration: school administrative districts (SADs), community school districts (CSDs), regional school units (RSUs), alternative organizational structures (AOSs), municipal schools and school unions. The statute permitting the formation or reconfiguration of school unions was repealed in 2007. School Union 76 and School Union 93 are two or only six school unions left in Maine. Private and special legislation was needed for the last change in the membership of SU93.

If SU76 is dissolved, Deer Isle-Stonington is already a community school district and the fiscal agent for SU76, which could result in a fairly seamless transition to an independent entity without affiliation with any other school system. DI-S could take over the existing central office, downsize the operation to fit the enrollment of the Island and proceed. It is unlikely the CSD could obtain approval for dissolution of SU76 until a plan is in place for Brooklin and Sedgwick's central office administration.

The reduced need for central office services could lead to a part time superintendent or a combined position of a superintendent/special services director, superintendent/principal or superintendent/curriculum and instruction coordinator. The special services director would probably be a .50 to .60 FTE position. The central office staff might include one bookkeeper, one administrative assistant, and a part time special services secretary. A rough cost estimate would be \$130,000 (salary and benefits) for a part-time superintendent position combined one of the above positions, \$100,000 for 2.5 office support staff positions, \$60,000 for part-time special services director and office expenses of \$82,000 for an estimated total of \$372,000.

If the CSD withdrew but Brooklin and Sedgwick continued to operate SU76, the process would be more complicated. With the superintendent's office located in DISHS, the SU76 office would need to move back to the mainland with central office staff reassigned. Brooklin and Sedgwick might employ a part time superintendent, a full time bookkeeper/secretary, part-time special services director with part time secretarial support or some other combination of superintendent and other administrative responsibilities.

Other more remote possibilities for Deer Isle-Stonington, Brooklin and Sedgwick are a newly formed K-8 or K-12 CSD with high school choice for Brooklin and Sedgwick or an RSU. Use of any of these structures would create a more efficient system of central office administration. All three school boards would be abolished to create one district board of directors. The annual district budget would be approved at a district budget meeting instead of at town meetings. Warrants for payables and payroll would become the responsibility of the school system rather than carried out by the towns as is now done in Brooklin and Sedgwick. The vast majority of rural school districts in Maine use one of these two administrative structures.

The use of the phrase "remote possibilities" in the first sentence of the previous paragraph recognizes the fact that all three units are looking at separation - not binding themselves closer for efficiency of effort in the superintendent's office. In an RSU or CSD control by individual communities is sacrificed for collective responsibility, efficiency, and stronger superintendent leadership. Under this set up the superintendent has time to actually do some leading.

An AOS is the final option. This structure was invented by MDI to replicate in law what SU98 had in place at the time. Essentially it was *faux* consolidation for the purpose of satisfying the consolidation mandate. Some have described an AOS as a school union on steroids. Curriculum and negotiated agreements are consistent among the members towns. But each town retains its own school board and budget. The current AOS superintendent on MDI has seven municipal school boards, a CSD high school board and the AOS board.

If Brooklin and Sedgwick both withdraw from SU76 the school union would cease to exist. The two towns have two realistic options for central office services: operating independent municipal schools following some version of the Hancock/Lamoine model or joining School Union 93 following the process Surry used.

Officials in SU93 have indicated a willingness to talk with Brooklin and Sedgwick school boards. To avoid going through the same growing pains twice in succession, the SU93 superintendent suggested Brooklin and Sedgwick consider taking the necessary steps to join SU93 simultaneously rather than separately at different times. With a new total of seven towns

in SU93, additional staffing in the form of a part time assistant superintendent, .30 FTE special services director and probably 1.0 to 1.5 bookkeeper/secretary positions would be needed along with additional office space. SU93 might explore taking over the other side of the building where its office is currently situated. The inclusion of ten more school committee members will bring the total representatives in SU93 to 33 which might be a tad cumbersome.

A comparison of Brooklin and Sedgwick's expenses in SU76, with central office expenses in SU93 and Hancock/Lamoine appears to favor the option of joining SU93 or remaining in SU76. The independent route may prove to be the most expensive route for superintendent office services.

	<u>School Union 76</u>	<u>School Union 93</u> <u>Small Town Average*</u>	<u>Hancock</u>	<u>Lamoine</u>
Brooklin	\$85,524	\$90,085	\$190,565	\$164,781
Sedgwick	\$108,300			

*excluding Blue Hill

The quality of service provided by any superintendent is difficult to assess other than to look at the history of superintendents in area schools. SU76 and 93 have had periods of turnover creating varying degrees of turmoil. SU93 has changed superintendents eight times since 1990, which includes at least one period with an interim. Two of those seven left under a cloud of dissatisfaction. SU76 has changed superintendents five times since 1990 including the current interim. One of the four former superintendents left under pressure. From 1980 to 1992, SU76 went through four superintendents and an interim for a year: Mr. Hatch, Mr. Cormier, Mr. Crowley, Ms. Lucarelli and Mr. Hall. One of these was forced out and the other three were ambitious and moved on to larger school districts. A school union and an AOS are the least desirable administrative posts from the point of view of potential superintendents.

Any match between a school union superintendent and multiple school board includes potential for difficulties. Like polygamy with multiple spouses, maintaining a relationship with three to five school boards is a challenge for both board members and superintendents. An advantage of an independent school is the exclusive relationship with one, part-time superintendent or a full-time superintendent with other responsibilities for special education, curriculum or building level administration. The collections of skills necessary to accomplish multiple job responsibilities makes the "combined jobs" approach a tricky act to pull off.

CONCLUSION

Unlike most school districts with one superintendent working with one school board and sufficient students to justify a full time position, central office administration in small municipal or independent schools is vulnerable to multiple factors that create turnover in school leadership. Part time work, multiple responsibilities, too many school boards, budgets and negotiated agreements all create conditions ripe for a superintendent to "move on". Enticing a superintendent to make a long term commitment under such is a fairly tall order. Add to that the stress of the job under the best of circumstances.

Joining SU93 will provide a change of scene for the Brooklin and Sedgwick boards and might be the most cost effective. Whether they would get more administrative attention in a seven member school union than in a three member school union is an open question. And the school union conditions of inefficiency and repetition that make a school union superintendent's job more difficult than it needs to be will continue. The possibility of dissatisfaction with a future

SU93 superintendent will remain unchanged. The game is the same; but the players will be different.

The independent municipal school may be more expensive. But this approach will provide a focus on one school that is impossible in a school union. If however, instead of a part time position, a superintendent/ principal or some other combination is used, the advantage of that focus on one school will probably be diluted. When a superintendent "wears many hats", responsibilities compete with each other for the superintendent's time and focus.

I hope these ruminations are of some use as each board goes forward with the goal of making arrangements that will best serve the children in your care.

Robert Webster
Interim Superintendent of Schools
School Union 76
March 8, 2016

PLEASE NOTE: Legislative Information *cannot* perform research, provide legal advice, or interpret Maine law. For legal assistance, please contact a qualified attorney.

An Act To Allow the Town of Surry To Join School Union No. 93

Emergency preamble. Whereas, acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, Public Law 2007, chapter 240, Part XXXX required the reorganization of school administrative units into regional state-approved units of administration and also repealed the provision established in the Maine Revised Statutes, Title 20A, chapter 107 that authorized the Commissioner of Education to combine a member municipality of one school union with another school union; and

Whereas, prior to the enactment of Public Law 2007, chapter 240, Part XXXX, the Town of Surry was a member of School Union No. 92; and

Whereas, following the enactment of Public Law 2007, chapter 240, Part XXXX, the former member municipalities of School Union No. 92 have either reorganized into Regional School Unit No. 24 or Alternative Organizational Structure No. 91; and

Whereas, the Town of Surry is left with no practical means of satisfying the requirements of Title 20A, chapter 103A and is currently contracting with School Union No. 93 for central office services; and

Whereas, compliance with the requirements of Title 20A, chapter 103A is not practical for the Town of Surry due to geographic isolation; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine as follows:

Sec. 1. Adjustment to membership of School Union No. 93. Notwithstanding the Maine Revised Statutes, Title 20A, chapter 103A and Public Law 2007, chapter 240, Part XXXX, as amended, the Commissioner of Education, upon the submission of a written plan of organization that has been approved by the school boards involved in School Union No. 93 and the school board of the Surry School Department, is authorized to adjust the grouping of school administrative units in School Union No. 93 to include the Town of Surry.

Emergency clause. In view of the emergency cited in the preamble, this legislation takes effect when approved.

SUMMARY

This emergency bill authorizes the Commissioner of Education, upon the submission of a written plan of organization that has been approved by the school boards involved in School Union No. 93 and the school board of the Surry School Department, to adjust the grouping of school administrative units in School Union No. 93 to include the Town of Surry.

SCHOOL UNION 93 AND THE SURRY SCHOOL COMMITTEE MANAGEMENT SERVICES AGREEMENT

NOW COME the parties, Maine School Union 93 (Union 93) and the Surry School Committee on this 16th day of February, 2011, and enter into this Management Services Agreement, to be rendered effective on July 1, 2011 as follows:

In exchange for the services, benefits and consideration as set forth herein, the parties desire to enter into an agreement whereby School Union 93 shall provide certain management services to the Surry School Committee/School Department, in return for certain sums paid; to wit:

School Union 93 and the Surry School Committee agree that the Superintendent of Union 93, shall be authorized to direct members of Union 93's Administrative Team to provide services to the Surry School Committee/School Department at his discretion, and in accordance with the following conditions and guidelines:

- A. Superintendent Services: School Union 93 shall provide administrative services, to include but not limited to:
1. **Administrative support, to include: Preparation of agendas, minutes and attendance documents at all meetings of the School Committees; Policy development; Supervision and evaluation of teaching staff; Preparation of budgets; Development of curriculum to align with the Maine Learning Results; and other services as required, or requested.**
 2. **Leadership at the school level to include: Supervision by the Superintendent of the Building Principal and other personnel in supervisory positions; Inspection(s) of buildings to insure appropriate, safe environments for staff and students; and, other intervention or supervision, to be available in the event of crisis or other needs.**

3. **Collective bargaining:** The Superintendent will advise the Surry School Committee in contract negotiations.
 4. **Curriculum development support, to include:** Assistance in the area of curriculum development (alignment to the Maine Learning Results).
 5. **Staff development, to include:** Providing staff development and in-service opportunities to Surry School employees, at the discretion of the Superintendent.
 6. **Purchasing assistance, to include:** Entitlement to purchase all school supplies, paper supplies, fuel oil, lunch program food and supplies, and all other necessary school supplies, as may be included through appropriate bulk purchasing plans.
 7. **Reporting and accounting services, to include:** Commencing July 1, 2011, completion of all State and Federal reports as required; Working with the Surry Town Clerk/Treasurer in preparation of the payroll and related reports; and working with the Surry Town Clerk/Treasurer in management of the Surry School accounts payable and disbursements for said "payables" for the Surry School accounts.
- B. Special Education Administrative Services:** School Union 93 and the Surry School Committee agree that the Director of Special Education for Union 93 shall serve as Director of Special Education for the Surry School Department. In that capacity, the Director of Special Education shall provide services to the Surry School Department in accordance with the following conditions and guidelines: School Union 93 shall provide administrative services, to include but not limited to:
1. **Administrative support, to include:** Scheduling of IEP Team Meetings, compiling and distributing of Special Education documentation (evaluations, IEP Team invitations, consent to conduct evaluations, IEP's, written notices, etc.), supervision of Special Education staff, preparation of Special Education budgets, completion of state Special Education forms, and other services, as required or requested.

School Union #93

Blue Hill • Brooksville • Castine • Penobscot • Surry

Mark E. Hurvitt
Superintendent of Schools

2. **Leadership at school level to include: Supervision by the Director of Special Education of the special services staff; and oversee the Surry School Department Special Education program. The Building Principal may wish to retain this role.**
 3. **Reporting and accounting services, to include: Commencing July 1, 2011, completion of the Surry School Department EF-SO-1, Request for Approval of Placement for Exceptional Students; EF-SO-3, Contracted Services; EF-SO-4 A& B, State Agency Client Reimbursement; EF-SO-5, December 1st Child Count; EF-SO-7, Subsidy Allocation; EF-SO-8, Local Entitlement Application; and EF-SO-9, Local Entitlement Annual Financial Report.**
- C. **Term: This Agreement shall commence on July 1, 2011 and terminates June 30, 2012. This agreement may be continued upon written consent and agreement of the parties.**
- D. **Fees: The services described herein for the term July 1, 2011 to June 30, 2012, shall be provided in consideration for payment of \$95,130.50.**
- E. **If, during the term of this contract legislation is enacted which changes the structure of school units in Maine, the Surry board and/or Union 93 may vote to end the contract as of June 30, 2012.**

Hancock Lamoine Workplan to Operational School Units

category	item	Dec	Jan	Feb	Mar	Apr	May	Jun	3/16
policy	mandatory policies adopted			✓	✓	✓	✓	✓	complete in June
policy	desired policies adopted				✓	✓	✓	✓	complete in June
policy	Crisis Management Plan					✓			complete in June
program	program status/changes for 2014-2015			✓					complete
RSU 24	work closely with RSU 24 for a smooth transition	✓	✓	✓	✓	✓	✓	✓	underway, 5 meetings held, calls
RSU 24	manage transfer of assets with RSU 24						✓		mtg 5/29
students	reassure students		✓	✓	✓	✓	✓	✓	no action yet
students	school attendance of resident students		✓		✓		✓		complete in June
students	student high school plans			✓	✓		✓		complete
students	sports & activities program plans			✓	✓				plans complete, policy underway
students	student database decision			✓					complete: Infinite Campus
students	move student data to SAU database							✓	complete in July
supt	Hiring supt: shared or solo			✓					complete
supt	timeframe for hiring supt				✓	✓			complete
supt	assistance with Supt references, making a match				✓	✓			complete
tech	website development and maintenance, domain names		✓				✓		no action yet
tech	technology management & support for 14-15			✓					underway
tech	contract for photocopiers, computers, laptops				✓				Bsn Mngr take care of copiers
tech	Technology Plan				✓				complete
transp	determine long-term plan for services			✓					deferred to 14-15
transp	negotiate contract for 14-15				✓				complete in June