

Lamoine Withdrawal Committee Meeting with RSU Board Nov. 27, 2012
RSU Central Office 7:00 p.m. Joint session with Hancock
Minutes

Present: Jones, McFarland, Stewart, Donaldson

RSU Superintendent handed us a new draft of the Agreement (Draft 6). She and J. Curtis explained the new language addressing “the four points”:

Point 1. the “cap” (Section 12D) has been removed (D. Bridgham added: but we want all payment of funds “within a year of withdrawal”; he also added that “we need to have agreements from all three towns” if this is going to work.)

Point 2. 10-year contract for Lamoine high school student: language has been inserted (see p. 4, Section 3D)

Point 3. “vehicles purchased” (Section 12B); RSU only willing to agree on “vans, pick-ups, and cars”; wants the option, at the time of withdrawal, to decide whether they will pay Lamoine “in vehicles or in cash” (although the language on p. 12 does not say this)

Point 4. “terms of payment”: RSU proposed that a) payments for “reimbursements” will be determined June 30, 2014, payable July 1, 2014; and b) “final reconciliation” involving other costs and the “undesignated fund balance” will occur “after the final audit” (likely January 2015). This language does not currently appear in the draft.

We pointed out that a **fifth point** has not been addressed: Section 7C, Administrative Contracts. Lamoine’s last proposal to the RSU was to eliminate this section. This draft includes the RSU’s previous language, with the addition of a deadline of February 28, 2013. In essence, if Lamoine votes to withdraw prior to this date, Lamoine would not be responsible for the administrative contracts listed.

Members of the Lamoine WD Committee identified yet another change in this draft:

Point 6. Section 9 (Superintendent’s contract) now carries language parallel to Section 7C regarding the February 28, 2013 date.

In addition, D. Bridgham and S. Lukas noted that they want to:

Point 7. make a change to 12D5 indicating that there would be adjustments to the summer payroll after July 1, 2014; and

Point 8. add to 12C1 (unallocated balances) the following italicized phrase: “Such audited balances represent undesignated fund balances remaining in RSU 24 accounts at the end of a fiscal year after the RSU has satisfied all of its existing financial obligations, *committed funds for the current budget*, and completed its year-end audit for the fiscal year prior to Lamoine’s withdrawal.” He later explained that “current budget” means the 2014-15 budget.

The meeting recessed. The Lamoine WD Committee members discussed these proposals among themselves. When the meeting resumed, Lamoine indicated to the RSUB the following:

1. We accepted the RSU's language, pending review of final language, on **Points #1, 2 and 7** above.
2. We will accept "cash only" for our share of "vehicles purchased" (**Point #3**)
3. We need to further review "terms of payment" (**Point #4**) as this proposal may be difficult to comply with, given the town's budget cycle. It appears that the RSU is seeking to withhold payment to the Town of our share of the Undesignated Fund Balance until January while requiring the Town to pay "reimbursement" July 1.
4. We cannot accept language on **Point #8** that withholds from the Undesignated Fund Balance due to Lamoine "committed funds for the current [RSU] budget". Lamoine would, in effect, be paying a portion of the RSU's budget for 2014-15.
5. We cannot accept the language presented in **Points #5 and 6**. Lamoine suggested that a middle ground might be found by the committee meeting with administration to explore the portion of Section 7C wherein Lamoine might "contract with RSU 24 for a particular service during the 2014-15 fiscal year", thus reducing Lamoine's "proportionate share" of the administrative salary and benefits. The administration rejected this suggestion.

No future date was set for another negotiation session.

Respectfully Submitted,

Doug Stewart, Secretary