

**Withdrawal Agreement  
Between RSU 19 and the  
Town of Dixmont Withdrawal Committee**

This Agreement, dated as of July 27, 2018, is by and between Regional School Unit No. 19, the regional school unit comprised of the municipalities of Etna, Dixmont, Newport, Plymouth, Palmyra, St. Albans, Hartland, and Corinna (hereinafter "RSU 19") and the Town of Dixmont Withdrawal Committee, a duly appointed municipal withdrawal committee for the Town of Dixmont (hereinafter "Dixmont") organized in accordance with 20-A M.R.S. §1466(4)(A), as amended by PL 2018 ch. 385.

**1. Purposes:**

The purposes of this Agreement are:

1. In accordance with 20-A M.R.S. §1466(4)(A), to provide for the timely and orderly withdrawal of Dixmont from RSU 19 contingent upon the concurrent withdrawal of Etna (collectively, the "Withdrawing Municipalities") and further contingent on the formation of a new school administrative unit (the "New SAU") by the two Withdrawing Municipalities by the relevant Effective Date specified in Section 2 of this Agreement (the "Effective Date"). For the purposes of this Agreement, the term "New SAU" shall mean a new regional school unit comprising the Withdrawing Municipalities, and its successors and assigns;
2. To provide educational continuity for all students residing in the Town of Dixmont; and
3. To allocate RSU 19's financial and contractual obligations, and its assets, between RSU 19 and the New SAU as of the Effective Date, 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, and contingent upon the provisions of Section 19 of this Agreement being satisfied, Dixmont shall withdraw from RSU 19 and become part of the New SAU. This Agreement will not become effective unless the towns of Etna and Dixmont each approve a reorganization plan and vote in favor of withdrawal and unless Etna and Dixmont form a Regional School Unit that is approved by the Etna and Dixmont voters and becomes operational on or before the Effective Date, pursuant to enactment of special legislation authorizing such Regional School Unit to be organized notwithstanding the secondary school and minimum student requirements of 20-A M.R.S. § 1461, but otherwise subject to provisions of 20-A M.R.S. § 1461. In no event shall Dixmont withdraw from RSU 19 unless it will become a part of the New SAU as of the date of withdrawal.

The Effective Date of this Agreement shall be July 1, 2019 subject to adjustment as set forth

below in this Section 2 (the "Effective Date").

Subject to approval of withdrawal from RSU 19 by each of the Withdrawing Municipalities by referendum votes that meet the requirements of 20-A M.R.S. §1466(9), and subject to the New SAU being organized by both of the Withdrawing Municipalities and becoming operational on or before the Effective Date pursuant to, as applicable, the proposed special legislation and 20-A M.R.S. §§ 1461 and 1461-A, Dixmont will withdraw from RSU 19 and become a member of the New SAU on the Effective Date.

The parties recognize that RSU 19 is currently constructing a state subsidized school construction project for a new grade 5-12 school and retrofits for two preK-4 schools (hereinafter, the "Ongoing Construction Project") at a total construction cost not to exceed \$62,099,530, including total bonding not to exceed \$61,849,530 (state/local) and other funding through grants, donations, and gifts not to exceed \$250,000 (the "Construction Donations"). RSU 19 has issued some of the permanent bonds for the Ongoing Construction Project to the Maine Municipal Bond Bank (the "Bond Bank") and expects to issue the balance of general obligation bonds to the Bond Bank in fall 2018. However, in the unexpected event that there is a delay such that RSU 19 has not issued all of its permanent bonds for the Ongoing Construction Project to the Bond Bank by spring 2019, the Effective Date shall be adjusted to the July 1 next following RSU 19's issuance of those remaining permanent bonds. RSU 19 agrees to use best efforts to issue all of these bonds to the Bond Bank by spring 2019. The Effective Date shall not be delayed for the issuance of any other bonds that subsequently may be authorized for the Ongoing Construction Project. In the event that the Effective Date is adjusted pursuant to this paragraph, RSU 19 agrees to maintain grades K through 8 at the Etna Dixmont School until the adjusted Effective Date in the same manner and to the same extent as during the 2018-2019 school year, except that RSU 19 may permit Dixmont resident students the election to attend its new middle school, scheduled for completion by August 2019. RSU 19 shall be responsible for all of the operating costs of the Etna Dixmont School for the delay period attributable to operating and maintaining a school for grades K through 4, as well as 100% of the costs of school building administration (such as principal and building office) and of the costs incurred for building overhead items such as utilities, insurance, and for regular building maintenance. Etna and Dixmont shall be exclusively responsible only for additional staff costs (salaries and benefits) for maintaining grades 5 through 8 at Etna Dixmont ("Exclusive Costs"). RSU 19 will assess Etna 47% and Dixmont 53% of the Exclusive Costs in addition to their RSU member share costs.

As of the Effective Date, subject to satisfaction of the conditions set forth in this Agreement, Dixmont shall be a member of the New SAU and shall no longer be a member of the RSU 19 school administrative unit. Dixmont agrees that the reorganization plan for the New SAU shall provide for the New SAU to be fully bound by and to assume, all obligations of Dixmont under this Agreement. Thereafter, if the New SAU joins, merges or otherwise combines with one or more other school administrative units into a new school administrative unit, Dixmont's and the New SAU's obligations under this Agreement shall likewise be binding on that successor school administrative unit.

### **3. Continuity of Educational Services:**

In accordance with 20-A M.R.S. §1466(4)(A)(1), during the first year following the Effective Date, Dixmont resident students may attend the RSU 19 school they would have attended if the Withdrawing Municipalities had not withdrawn from RSU 19, whether that school is located in the Withdrawing Municipalities or in RSU 19. This right includes but is not limited to the right to attend a new or renovated RSU 19 school if that Dixmont resident student would have attended that school had the Withdrawing Municipalities not withdrawn. The Superintendent of RSU 19 and the Superintendent of the New SAU shall confer with each other and shall develop a list of K-12 students residing in Dixmont who have enrolled in RSU 19 schools outside of the Withdrawing Municipalities (hereinafter "RSU 19 Enrolled Students"). On or before the Effective Date, the Superintendents shall jointly certify a list of RSU 19 Enrolled Students for the preceding school year.

Likewise, during the first year following the Effective Date, students residing in RSU 19 municipalities may attend the school in RSU 19 or in the Withdrawing Municipalities they would have attended if the Withdrawing Municipalities had not withdrawn from RSU 19. The Superintendent of the New SAU and the Superintendent of RSU 19 shall confer with each other and shall develop a list of K-12 students residing RSU 19 municipalities who have enrolled in New SAU schools in the Withdrawing Municipalities (hereinafter "New SAU Enrolled Students"). On or before the Effective Date, the Superintendents shall jointly certify a list of New SAU Enrolled Students for the preceding school year.

The New SAU intends to provide educational services for resident Dixmont elementary students at its own school(s) in the same manner that elementary educational services were provided before Dixmont became a member of RSU 19.

Dixmont resident students who choose to attend RSU 19 schools during the first year following the Effective Date, and these students' younger siblings, may continue to attend school in RSU 19 at public expense as tuition students for the remainder of their elementary school career, subject to space availability as described below.

These students shall attend as tuition students pursuant to chapter 219 of Title 20-A, and RSU 19 agrees to accept resident Dixmont elementary students as tuition students under the terms and conditions of this Agreement, to the extent classroom space is available after RSU 19 accounts for its resident elementary students and elementary students it receives under tuition contracts from time to time, if any. RSU 19 may limit enrollment of Dixmont resident elementary students, which in the case of then enrolled students shall be subject to their statutory right to two years' notice of discontinuance.

Because the New SAU will provide elementary education at its own school(s), the parties do not intend RSU 19 to be the school of guaranteed acceptance for the resident Dixmont elementary students. The New SAU shall pay tuition and costs to RSU 19 for these elementary tuition students as described in Section 4 of this Agreement. The Superintendent of RSU 19 and the New SAU shall determine enrollments for Dixmont resident elementary students in RSU 19 schools in accordance with applicable law.

RSU 19 agrees to serve as the school of guaranteed acceptance for all resident Dixmont secondary students attending public school for a period of ten (10) years following the first year after the Effective Date. Dixmont agrees that this shall be an exclusive ten (10) year contract. The New SAU shall not contract with another public or approved private school for school privileges during the term of this ten (10) year exclusive tuition contract. The New SAU shall pay tuition and costs to RSU 19 for these secondary tuition contract students as described in Section 4 of this Agreement. The Superintendent of RSU 19 and the New SAU shall determine enrollments for Dixmont resident secondary students in RSU 19 schools in accordance with applicable law. The parties agree to negotiate successor contracts in good faith, but in the event the parties are not able to reach agreement on a successor exclusive tuition contract, the New SAU agrees that its Dixmont resident secondary students shall continue to have choice to attend high school in RSU 19 as tuition students pursuant to chapter 219 of Title 20-A, and RSU 19 agrees to accept Dixmont resident secondary students under the terms and conditions of this Agreement, to the extent classroom space is available after RSU 19 accounts for its resident secondary students and secondary students it receives under tuition contracts from time to time. In the absence of a successor exclusive tuition contract despite good faith negotiations, RSU 19 may limit enrollment of Dixmont resident secondary students, which in the case of then enrolled students shall be subject to their statutory right to two years' notice of discontinuance.

#### **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 New SAU shall pay tuition for New SAU Dixmont resident elementary and secondary students attending RSU 19 schools. Likewise, during the first year following the Effective Date, RSU 19 shall pay tuition for RSU 19 resident elementary and secondary students attending New SAU schools. The respective tuition rates shall be determined under 20-A M.R.S. §5804 (for elementary students) and 20-A M.R.S. §5805(1) (for secondary students).

After the first year following the Effective Date, the New SAU shall pay RSU 19 a secondary tuition rate for Dixmont resident secondary students attending RSU 19 schools during the ten (10) year period of guaranteed acceptance under this Agreement. The secondary tuition rate shall be determined by 20-A M.R.S. §5805(1) without the state per-pupil limitation in 20-A M.R.S. §5805(2). No debt service factor shall be charged.

RSU 19 will invoice the New SAU, and the New SAU will invoice RSU 19, for tuition calculated in accordance with this Agreement on a quarterly basis payable on or before August 1, November 1, February 1, and May 1, with a reconciliation after the Department of Education sets final tuition rates and during the fiscal year in which the tuition costs are incurred.

#### **5. Providing Educational Services for all Students:**

##### **1. Dixmont Students Attending New SAU Schools:**

- (a) Regular Education Students. Upon the Effective Date the New SAU will provide a Pre-K to 8 Education for all students residing in Dixmont who wish to attend the New SAU schools. The New SAU will provide a teaching staff, facilities, administrators, and academic programs. All students will have access to and will receive an educational program that takes into consideration their scholastic needs.
- (b) Special Education/504 Students. The New SAU will provide for continuity of programming for all special education and 504/ADA students residing within Dixmont attending New SAU schools. The New SAU will assume all responsibilities for decisions related to special education for these students. The New SAU shall provide all special education and 504 services to New SAU students required by each student's IEP/504 Team in accordance with applicable requirements of Maine law and regulations. If the student's IEP/504 Plan requires placement outside of New SAU schools, all tuition and additional special education/504 costs will be paid by the New SAU for this purpose. The New SAU Director of Special Services shall be responsible for representing all Dixmont resident students who qualify for special education/504 services, for supervising the IEP/504 Team processes, and for supervising the student evaluation process for Dixmont resident students.
- (c) RSU 19 shall transfer to the New SAU the student records of the Dixmont resident students who are to be educated in the New SAU provided that the New SAU shall reimburse RSU 19 for the costs of making copies of such student records to be retained by RSU 19 for its records.

2. Dixmont Students Attending RSU 19 Schools:

- (a) Policies. All Dixmont resident students enrolled in RSU 19 schools pursuant to this Agreement shall be subject to RSU 19's procedures and policies, including those pertaining to placement, attendance, discipline and other student matters, as amended from time to time.
- (b) Special Education/504 Students. For Dixmont resident students attending an RSU 19 school pursuant to this agreement, RSU 19 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 19 has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether RSU 19 can implement the terms of the IEP, and whether RSU 19 has an appropriate program or placement for a student pursuant to the requirement of the IEP shall be made by RSU 19 after a careful review of the IEP for the student. In no event shall RSU 19 refuse to provide needed special education services as provided in the IEP for Dixmont resident students who are permitted to attend RSU 19 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 19, or when RSU 19 has determined that RSU 19 cannot provide an appropriate program or placement for a student. The New SAU's Director of Special Education Services (or other administrative designee) shall represent the New SAU for special education programming, supervision or the IEP Team process, and supervision of the student

evaluation process for Dixmont resident students attending an RSU 19 school. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the New 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 19 personnel will work cooperatively with the New SAU's representative and, upon request, will provide the New 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 New SAU's representative shall provide input to RSU 19's Special Education Director (or other administrative designee) on the proper implementation of the IEPs of Dixmont resident special education students attending an RSU 19 school or perceived deficiencies in IEP implementation. RSU 19 shall consider that input in good faith, and shall respond in an appropriate manner consistent with the terms of this Agreement.

- (c) Special Education and 504 Costs. The New SAU shall be responsible for all the special education costs, whether or not they qualify for state subsidy, of any Dixmont resident student enrolled in an RSU 19 school 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 New SAU, in addition to the tuition payments required under Section 4, "State Allocation and Tuition," of this Agreement, shall be responsible for the actual costs of special education for Dixmont resident 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, and special education costs shall include costs of non-special education 504/ADA plans and services and reasonable attorneys' fees incurred by RSU 19 in connection with disputes with third parties over delivery of special education services and/or section 504/ADA plans and services for individual Dixmont resident students. RSU 19 shall provide itemized invoices to the New SAU for such special education costs on a quarterly basis payable on or before August 1, November 1, February 1, and May 1, with a final reconciliation prior to the end of the fiscal year in which the special education costs are incurred.

3. RSU 19 Students Attending New SAU Schools:

During the first year following the Effective Date:

- (a) Policies. All RSU 19 resident students enrolled in New SAU schools pursuant to this Agreement shall be subject to the New SAU's procedures and policies, including those pertaining to placement, attendance, discipline and other student matters, as amended from time to time.

- (b) **Special Education/504 Students.** For RSU 19 resident students attending a new SAU school pursuant to this agreement, the New SAU 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 the New SAU has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether the New SAU can implement the terms of the IEP, and whether the New SAU has an appropriate program or placement for a student pursuant to the requirement of the IEP shall be made by the New SAU after a careful review of the IEP for the student. In no event shall the New SAU refuse to provide needed special education services as provided in the IEP for RSU 19 resident students who are permitted to attend the New SAU 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 the New SAU, or when the New SAU has determined that the New SAU cannot provide an appropriate program or placement for a student. RSU 19's Director of Special Education Services (or other administrative designee) shall represent RSU 19 for special education programming, supervision or the IEP Team process, and supervision of the student evaluation process for RSU 19 resident students attending a New SAU school. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, RSU 19's representative at that Team meeting shall make the decisions on those issues, subject to the parents' due process rights in relation thereto. New SAU personnel will work cooperatively with RSU 19's representative and, upon request, will provide RSU 19's representative with all information regarding classroom observations, student performance, academic achievement testing, and functional behavior assessment components of the student evaluation process. RSU 19's representative shall provide input to the New SAU's Special Education Director (or other administrative designee) on the proper implementation of the IEPs of RSU 19 resident special education students attending a New SAU school or perceived deficiencies in IEP implementation. The New SAU shall consider that input in good faith, and shall respond in an appropriate manner consistent with the terms of this Agreement.
- (c) **Special Education and 504 Costs.** RSU 19 shall be responsible for all the special education costs, whether or not they qualify for state subsidy, of any RSU 19 resident student enrolled in a New SAU school 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), RSU 19, in addition to the tuition payments required under Section 4, "State Allocation and Tuition," of this Agreement, shall be responsible for the actual costs of special education for RSU 19 resident 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, and special education costs shall include costs of non-special education 504/ADA plans and services and reasonable attorneys' fees incurred by the New SAU in connection with

disputes with third parties over delivery of special education services and/or section 504/ADA plans and services for individual RSU 19 resident students. The New SAU shall provide itemized invoices to RSU 19 for such special education costs on a quarterly basis payable on or before August 1, November 1, February 1, and May 1, with a final reconciliation prior to the end of the fiscal year in which the special education costs are incurred.

4. **Career and Technical Education.** Following the Effective Date, Dixmont resident secondary students attending high school in RSU 19 pursuant to this Agreement and participating in career and technical education shall attend Tri County Technical Center or such other technical school(s) available generally to RSU 19 secondary students. New SAU Career and technical expenditures are not included in tuition charges computed under section 5805 of Title 20-A. The CTE regions and school administrative units operating career and technical schools now receive direct State subsidy, but may also charge participants pursuant to their cooperative agreements to the extent permitted by law. Accordingly, to the extent that RSU 19 incurs charges from career and technical school(s), the New SAU shall pay RSU 19 a percentage of those charges based upon the proportion of students attending secondary school in RSU 19 that are Dixmont resident students. RSU 19 shall provide itemized invoices to the New SAU for such career and technical costs within 45 days of receiving invoices from the CTE school(s) which shall be payable within 30 days.

**6. School Construction:**

The parties recognize that the State Board of Education has determined a need for state support of a school construction project for RSU 19 middle school students, and approved funding support for the needs of RSU 19 middle school students in RSU 19 schools, including the Etna Dixmont School. In light of this existing need for school construction for RSU 19 middle school students, and in light of the statutory right of eligible Etna Dixmont middle school students to transfer to RSU 19 if determined to be in their best interests, the parties agree that it shall be a condition of withdrawal that the private and special legislation referred to in this Agreement shall include a provision satisfactory to RSU 19 providing that notwithstanding any other law, RSU 19 shall be permitted to charge the New SAU a sum for "Excessive Transfer Students" equal to the tuition and special education costs in accordance with the provision for tuition students in this Agreement, less the state subsidy amount (including special education subsidy, if any) that RSU 19 receives under the general laws for any such "Excessive Transfer Students." "Excessive Transfer Students" shall be deemed to be the number of Etna Dixmont resident middle school transfer students in any year following the first year after withdrawal in excess of 8% of the sum of the number of resident Etna and Dixmont middle school students enrolled at Etna Dixmont School and the number transferred to RSU 19. Accordingly, withdrawal of Dixmont from RSU 19 will not cause a need for any school construction projects in either RSU 19 or the New SAU that would be eligible for state funds within five (5) years of the Effective Date.

**7. Transportation Services:**

Section 15 of this Agreement provides for RSU 19 to transfer certain buses to the New SAU. The New SAU shall provide transportation for Dixmont resident students to New SAU schools as required by 20-A M.R.S.A. § 5401. The New SAU shall provide transportation for Dixmont

resident students attending RSU 19 schools pursuant to this Agreement.

**8. Creation of New Supervisory Units:**

The New SAU shall become a fully independent supervisory unit upon the Effective Date.

**9. Financial Commitments:**

a. Outstanding Indebtedness: Pursuant to 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. As of the date of this Agreement, RSU 19 has issued, has planned to issue, or pursuant to its plan of reorganization has assumed and agreed to serve as fiscal agent for, the following obligations that will remain outstanding as of July 1, 2019.

<b>Date Issued</b>	<b>Issuer</b>	<b>Purpose/Type</b>	<b>Maturity Date</b>	<b>Outstanding Principal Balance as of July 1, 2019</b>
October 25, 2001	MSAD 48	School Construction State Subsidized	November 1, 2021	\$2,015,250
June 3, 2009	MSAD 48	SRRF w/ principal forgiveness and 0% interest	July 25, 2019	\$16,907.18
May 15, 2013	RSU 19	Emergency Working Capital	November 1, 2022	\$1,120,000
November 2, 2017	RSU 19	School Construction State Subsidized (part 1 of 2)	November 1, 2037	\$49,732,053.50
November 1, 2018 (anticipated)	RSU 19	School Construction State Subsidized (part 2 of 2)	November 1, 2038	\$9,500,000

For any outstanding indebtedness issued, incurred, assumed, or authorized but not yet issued by RSU 19 before the Effective Date, RSU 19 will remain intact for securing and retiring such indebtedness, including all debt on the foregoing table except the October 25, 2001 obligation. RSU 19 hereby agrees to assume and at its own expense to pay on or before the due date, all such indebtedness. With respect to the October 25, 2001 obligation, which RSU 19 did not assume, RSU 19 agrees to continue to serve as escrow agent for purposes of collecting and paying debt service in accordance with the RSU 19 Plan of Reorganization.

To the extent requested by the Maine Municipal Bond Bank (the "Bond Bank") with respect to the above outstanding bonds held by the Bond Bank, RSU 19 shall have its bond counsel prepare and submit an opinion to the Bond Bank that this Agreement does not affect the Bond Bank's substantive rights to enforce the terms of such outstanding bonds. The Withdrawing Municipalities shall reimburse in equal shares the costs incurred by RSU 19 for any opinion required by the Bond Bank as a result of their withdrawal.

**b. Financial Commitments Issued by RSU 19 Prior to Satisfaction of Contingencies of Section 19:** Prior to satisfaction of contingencies in Section 19, RSU 19 may issue bonds, notes, or lease purchase arrangements (in addition to the bond anticipated to be issued November 1, 2018 as shown on the above table), to upgrade facilities at RSU 19'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 replacement of equipment or other need. Where practicable, during this period RSU 19 shall issue obligations that relate to school facilities in the New SAU separately from obligations that relate to schools in other RSU 19 municipalities. If Dixmont withdraws pursuant to this Agreement, for any such obligations, RSU 19 will remain intact for purposes of retiring and securing that indebtedness. If Dixmont withdraws pursuant to this Agreement, to the extent the proceeds of such bonds, notes or lease purchase obligations are allocable to school facilities located outside the Withdrawing Municipalities, as an alternate means for retiring such indebtedness or lease purchase obligations under 20-A M.R.S. §1466(16), RSU 19, exclusive of the New SAU, hereby agrees to pay such indebtedness. If Dixmont withdraws pursuant to this Agreement, to the extent the proceeds of such bonds, notes or lease purchase obligations are allocable to school facilities located in the Withdrawing Municipalities, as an alternate means of retiring this indebtedness or lease purchase obligations, the New SAU hereby agrees to assume, and at its own expense to pay on or before the due date, such indebtedness entirely from funds of the New SAU with no contribution or participation by RSU 19. To issue such obligations on a tax advantaged (tax exempt or tax credit) basis, RSU 19 may have to make certain certifications and representations with respect to compliance with provisions of the Internal Revenue Code of 1986, as amended (the "Code"). These certifications and representations, in part, ensure the holder that the financial obligations retain their tax advantaged status. With respect to obligations relating to school facilities located in the Withdrawing Municipalities, following withdrawal, the New SAU shall be responsible for continued compliance with any such certifications and representations with respect to the financial obligations, the proceeds of the financial obligations, and the financed property. By this Agreement, the New SAU shall be fully bound by all of the terms and representations made by RSU 19 in connection with the issuance of any such financial obligations.

**Lease Purchase Obligations:** As of the Effective Date, the New SAU will assume, and be solely liable at its own expense, all lease purchase agreements and maintenance and other agreements for buses, equipment and other property, real or personal, transferred to the New SAU under this Agreement or that relate to the New SAU. To the extent that any of the agreements include products or services related to RSU 19 and the agreements cannot be separated between RSU 19 and the New SAU, the New SAU shall pay RSU 19 its share of the costs related to such agreements.

**10. New Financial Commitments Issued After Contingencies in Section 19 are Satisfied but Prior to the Effective Date:**

During the period after satisfaction of the contingencies in Section 19 and before the Effective Date, pursuant to applicable provisions of law (including without limitation sections 5721, 5724(4) and 5772 of Title 30-A), one or both of the Withdrawing Municipalities, or the New SAU,

as they may determine, shall have the responsibility to issue such obligations (including lease purchase agreements) as they deem necessary to make unexpected or emergency repairs, or other renovations, as they deem necessary, to Etna Dixmont School. Such debt shall be issued in the name(s) of one or both of the Withdrawing Municipalities, or in the name of the New SAU, as they shall determine, and shall be the their responsibility with no liability or contribution from RSU 19. Until the Etna Dixmont School is transferred to the New SAU, the parties shall reasonably cooperate to complete the financed renovations, upgrades or repairs to effect the same without unnecessarily interfering with the operation of the school.

In addition, during the period after satisfaction of the contingencies in Section 19 and before the Effective Date, RSU 19 may issue bonds or notes or enter into lease purchase financing arrangements (in addition to the bond anticipated to be issued November 1, 2018 as shown on the above table) to upgrade or replace facilities and equipment at RSU 19 schools located outside of the Withdrawing Municipalities (including buses serving those schools) and for other purposes. Pursuant to 20-A M.R.S. § 1466(16), RSU 19 will remain intact for purposes of retiring and securing that indebtedness. To the extent that such bonds, notes or lease purchase agreements relate to such facilities and equipment, RSU 19 hereby agrees to assume, and at its own expense to pay, such obligations entirely from its own funds with no contribution or participation from the New SAU.

#### **11. Other Financial Commitments.**

By way of clarification, this section addresses certain long term financial commitments to third party independent contractors and employees, other than collective bargaining agreements and continuing contract employees, which are addressed elsewhere in this Agreement.

Employment Commitments. As of the Effective Date, the New SAU shall assume and be responsible at its own expense for all obligations as employer under the principal contract for Etna Dixmont School. The New SAU shall pay RSU 19 for Dixmont's portion of the existing Superintendent contract. Dixmont's portion of the Superintendent contract shall be Dixmont's 7.90% share (based upon a three-year average state valuation) times the ratio of the number of Dixmont resident students attending Etna Dixmont School to the total number of Dixmont resident K-12 public school students. RSU 19 shall be responsible at its own expense for all other long term individual employment contracts with RSU 19 administrators or staff.

Independent Contractor Commitments. The New SAU agrees to assume and be solely liable for and at its own expense to pay any amounts that accrue on or after the Effective Date under any contracts and agreements, including without limitation service, maintenance, consulting or other contracts and agreements, to the extent related to maintenance, care and servicing of Etna Dixmont School or equipment and other tangible personal property located at or servicing Etna Dixmont. These contracts are listed in Exhibit D.

RSU 19 may amend the contracts listed in Exhibit D, or their successor contracts, to exclude Etna Dixmont School as of the Effective Date, and the New SAU shall be solely responsible for the pricing and terms of replacement contracts for these services at Etna Dixmont School on and after the Effective Date. To the extent the vendor is not agreeable to replacement contracts, the

New SAU shall comply with the terms and conditions of the existing contract, shall not exercise any right of non-appropriation without the consent of RSU 19, and shall promptly pay invoices of RSU 19 for an equitable pro rata share of each payment obligation, as reasonably determined by agreement of RSU 19 and the New SAU.

**12. Contingent Liabilities:**

1. **Future Claims:** The Parties acknowledge that RSU 19 may be liable for future legal claims based on incidents arising prior to the Effective Date, when Dixmont was a member of RSU 19. The New SAU shall be responsible for and agrees to pay Dixmont's 7.90% share (based upon a three year average of adjusted state valuations) of RSU 19's costs, expenses, damages, and other losses arising from such claims, including costs to defend such claims, to the extent that RSU 19's costs, expenses, damages, and other losses are not covered by insurance or other sources. RSU 19 shall give written notice of such claims to the New SAU within 30 days after RSU 19 receives notice of a claim. RSU 19 shall regularly update the New SAU regarding the status of such claims, and shall consult with the school board or as applicable the superintendent of the New SAU before entering into a settlement of such claims.
  
2. **Audits:** In the event that RSU 19 becomes the subject of a federal or state audit for a period when Dixmont was a member of RSU 19 and as a result of such audit, RSU 19 becomes subject to any payment obligation or withholding by a federal or state authority, then the New SAU shall reimburse RSU 19 for Dixmont's 7.90% share of the amount of such payment obligation or withholding relating to the period when Dixmont was a member of RSU 19 including without limitation, any interest and penalties thereon, within thirty (30) days of any such payment by RSU 19 or any such withholding from RSU 19. Likewise, if as a result of such audit, RSU 19 receives any rebate, refund or credit, or overpayment from any federal or state authority, then RSU 19 shall reimburse the New SAU for Dixmont's share of such rebate, refund, credit, or overpayment within thirty (30) days of receipt of any such payment or credit to RSU 19.

**13. Collective Bargaining Agreements:**

The collective bargaining agreements listed below currently pertain to RSU 19 employees that will be employed by the New SAU following the Withdrawing Municipalities' withdrawal from RSU 19:

Employee Unit	Term	Applies To
RSU 19 Education	9/1/2017 - 08/31/2019	Teachers, Librarian, Math & Literacy Coaches
RSU 19 Support Staff	7/1/15 - 6/30/18	Administrative, Custodial, Transportation, Ed Tech, Food Service and Library

Note: the contract for teachers includes certified/approved by DOE teachers, excluding all administrators, nurses, evening school teachers, summer school teachers and extracurricular teachers while acting as such and teachers excluded under Title 26, M.R.S.A., Chapter 9-A, Section 962, 6, F, and also excluding any professional employees specifically excluded in MLRB Form 1, dated 8/25/10, and on file with the Maine Labor Relations Board and attached as Appendix A of the contract.

Note: The contract for the Support Staff Unit covers: Secretaries, Educational Technicians I, II, III, Job Coaches, Tutors, Food Service Personnel, Custodians, Maintenance Workers, Groundskeeper/Custodian, Custodial Services Director and Head Maintenance Workers. As of the date of this Agreement, RSU 19 is negotiating the successor support staff contract for a term that is expected to begin prior to the effective date and to expire after the Effective Date.

Collective bargaining agreements that are in effect on the Effective Date and that expire after the Effective Date shall, to the extent they cover employment positions that will be included in the New SAU, be assigned to and assumed by the New SAU as of the Effective Date. Prior to the Effective Date, the Superintendent of Schools of RSU 19 shall compile a list of positions located at Etna Dixmont School which list shall be attached to this Agreement as Exhibit E. If the Withdrawing Municipalities vote to withdraw, RSU 19 shall have no further authority to bargain with respect to employment positions to be assigned to the New SAU for any period following the Effective Date.

If any collective bargaining agreement covering employment positions to be included in the New SAU has expired and no successor agreement has been executed as of the Effective Date, RSU 19 shall maintain the static status quo existing under the expired agreement with regard to employment positions that will be included in the New SAU.

Employees occupying employment positions that are included in existing bargaining units and are to be included in the New SAU shall continue to be represented by the bargaining agents representing them before the Effective Date.

Positions of employees who work more than 50% of their time at schools or in positions serving the Etna Dixmont School shall be assigned to the New SAU.

Prior to the Effective Date, RSU 19 shall not make decisions affecting employment positions that will be included in the New SAU for the sole purpose of interfering with the New SAU's efforts to retain employees in such positions. The parties acknowledge, however, that RSU 19 has a statutory obligation to bargain in good faith with its employees, some of whom may become employees in the New SAU in the future, and further that RSU 19 reserves its rights to manage its school system and make pedagogical and program decisions in good faith and with the best interests of RSU 19 students and taxpayers in mind. Nothing contained herein is intended to preclude RSU 19 from its management decisions with respect to such bargaining, including changes in wages, benefits, hours, or working conditions.

RSU 19 shall transfer to the New SAU the personnel records of employees assigned to the New

SAU, provided that the New SAU shall reimburse RSU 19 for the costs of making copies of such records to be retained by RSU 19 for its records.

**14. Continuing Contract Rights under Section 13201; Contract Renewal under Section 13303:**

The Withdrawing Municipalities' withdrawal from RSU 19 will not affect the continuing contract rights of teachers under 20-A M.R.S. § 13201 or contract renewal rights of the principal of Etna Dixmont School under section 13303. On the Effective Date, all continuing contract teachers assigned to Etna Dixmont School, and having a right to continued employment as of the Effective Date, shall become continuing contract teachers of the New SAU. On the Effective Date, all probationary teachers assigned to RSU 19 schools who become employees of the New SAU, and who have earned years of service with RSU 19 toward continuing contract status, shall retain those years of service for purposes of attaining continuing contract status with the New SAU. Prior to the Effective Date, the Superintendent of Schools of RSU 19 shall compile a list of continuing contract teachers and probationary teachers with their number of years of service toward continuing contract status, assigned to the Etna Dixmont school. This list shall be attached to this Agreement as Exhibit B.

The RSU 19 Board shall refrain from filling positions at Etna Dixmont School for periods of employment beginning on or after the Effective Date. The New SAU shall be responsible for decisions on new probationary contracts or continuing contracts to probationary teachers occupying positions assigned to the New SAU for periods of employment beginning on or after the Effective Date. The New SAU shall assume responsibility under 20-A M.R.S. §§ 13201 and 13303 to notify any employees whose positions are assigned to the New SAU of its intent with respect to their employment following the Effective Date.

**15. Disposition of Real and Personal Property:**

Except as expressly provided otherwise herein, the New SAU shall be responsible for the cost, including any attorneys' fees, for all recording, registration and filing fees; and all transfer, re-titling, inspection and other fees or charges of any governmental authority to effectuate the transfer of any property pursuant to this Agreement. All transfers and assignments shall be without warranty or covenant of title of any kind, and subject to rights and interests of lessors, lessees, secured parties, and others, if any, whether or not recorded or filed of record.

Real Property: All real property and fixtures constituting the Etna Dixmont School shall become the property of the New SAU on the Effective Date. RSU 19 will convey all right, title and interest in and to that property to the New SAU. RSU 19 shall be responsible for preparing the deed, and the New SAU shall reimburse RSU 19 for any legal fees or other costs associated with such preparation.

Personal Property: All right, title, and interest of RSU 19 in and to all tangible personal property of RSU 19 located in or on the Etna Dixmont School property during the year prior to the

Effective Date, including moveable equipment, furnishings, textbooks and other curriculum materials, supplies, and inventories, as well as any part or equipment in the Transportation Garage that is identifiable solely to a bus listed in **Exhibit C**, will become the property of the New SAU on the Effective Date. The parties agree, in good faith, not to move personal property from one school to another in anticipation of the withdrawal. RSU 19 shall be responsible for preparing a quitclaim bill of sale for the personal property to be transferred, and the New SAU shall reimburse RSU 19 for the costs of that preparation.

**School Buses & Vehicles:** On the Effective Date, RSU 19 will transfer all of its right, title, and interest in and to the school buses, vehicles and equipment listed on **Exhibit C** to the New SAU. RSU 19 shall be responsible for transferring bus title certificates and other title certificates, if applicable.

**Central Office Equipment:** All RSU 19 Central Office Equipment and other personal property shall remain the property of RSU 19 on the Effective Date.

**Licenses; Software:** As of the Effective Date, license agreements and software for the direct operation of Etna Dixmont School and the related equipment and other tangible personal property transferred by this Agreement shall be assigned by RSU 19 to the New SAU to the extent permitted by the terms of the licensing or software agreements, and to the extent such transfer is permissible under the terms of such agreements without imposition of any additional fee or cost to RSU 19 or any limitation or restriction on RSU 19's use of such license or software agreement in connection with RSU 19's other facilities, equipment and operations. For purposes of the preceding sentence, "direct operation" does not include RSU 19's software and licenses pertaining to its central office operations serving its schools, including Etna Dixmont School. Thus for example, RSU 19's accounting software is not assigned or transferred under this Agreement. The New SAU shall be responsible for purchasing all of its central office licenses and software, including accounting software. Any transfers of software and license agreements are further subject to the terms and conditions of such agreements, which the New SAU assumes and agrees to pay.

**Scholarship & Trust Funds:** Within 30 days of the finalized audit described in Section 16, RSU 19 shall pay to the New SAU any scholarship and trust funds held by RSU 19 and specifically designated for the benefit of Dixmont or the Etna Dixmont School, subject to any applicable requirements.

**Grants:** Within 30 days of the finalized audit described in Section 16, RSU 19 shall pay to the New SAU any grants or other funds specifically designated for the New SAU, the New SAU's schools, or New SAU residents, subject to any applicable requirements.

**Cooperation; Records:** RSU 19 and the New SAU shall reasonably cooperate to effect the withdrawal. All RSU 19 files and records in any form, including computer files, shall remain the property of RSU 19. Files and records applicable to the New SAU, its employees or students, to the extent reasonably necessary and not prohibited by applicable privacy, confidentiality or other laws, shall be made available solely to duly authorized school officials of the New SAU for (i)

review at an agreed time following reasonable notice during the regular business hours of RSU 19 and (ii) copying at the expense of the New SAU upon the request of the New SAU. RSU 19 shall not be required to create records not otherwise in its possession, and copying of computer files shall be done in whatever medium is convenient for RSU 19.

**16. Undesignated Fund Balance and Other RSU 19 Funds:**

RSU 19 shall pay to the New SAU Dixmont's 7.90% share of RSU 19's undesignated fund balance as of the June 30 immediately preceding the Effective Date, net of Dixmont's 7.90% share of deficits in other RSU 19 fund balances (such as, for example a deficit in the food service fund, if any), and net of fund balances appropriated as revenue for the RSU 19 budget in the year after the Effective Date. Funds for summer salary and benefit obligations for that year shall not be included in RSU 19's undesignated fund balance as of June 30 of that year, but rather shall be treated as encumbered funds to be used to pay salary and benefit obligations of RSU 19. This shall be paid in two installments: fifty (50) percent to be paid within 30 days of the Effective Date, and fifty (50) percent within 30 days of a finalized audit for the year prior to the Effective Date. Within 30 days of that finalized audit, RSU 19 shall also pay to the New SAU Dixmont's 7.90 % share of capital reserve accounts held by RSU 19 as of June 30 of the year prior to the Effective Date, less amounts approved for capital projects by RSU 19 voters. Notwithstanding anything to the contrary in this Agreement, any fund containing sums for the Ongoing Construction Project, including without limitation bond proceeds (including sales proceeds, and investment proceeds) and Construction Donations, shall not be shared with the New SAU. The audit relied upon by RSU 19 to determine the amounts of fund balances shall be based upon, and shall take into account accrued expenses pursuant to, generally accepted accounting principles. Should any Withdrawing Municipality have any outstanding financial obligations to RSU 19, the New SAU's share of funds to be paid under this Agreement shall be reduced by the amount owed.

**17. Transition of Administration and Governance:**

Prior to the Effective Date of withdrawal, the New SAU will provide for the election of a board of directors in accordance with any applicable Reorganization Plan and state law. Said board shall have the authority to take all actions necessary to prepare for the establishment of the New SAU, including but not limited to preparing a budget for the first school year following the Effective Date to be submitted to the voters of the New SAU, and accepting the transfer of property, assets and debt liabilities.

If this Agreement is approved by the Commissioner of Education and the Withdrawing Municipalities, the voters of the New SAU shall not participate in the approval of the RSU 19 budget or in other budget or fiscal matters for the fiscal year commencing on the Effective Date, including either the RSU 19 budget meeting or budget validation referendum. RSU 19 takes no responsibility for the ratification of the New SAU budget.

Upon the Effective Date, the administration and governance of education for students residing in

the New SAU will be transferred directly from RSU 19 to the New SAU. Upon its election, the New SAU Board of Directors will hire or contract for a superintendent and business manager to operate a central administrative office.

**18. Sharing of Staff and Services: [RESERVED]**

**19. Contingency on Other Withdrawal:**

This Agreement shall be considered null and void, and the Town of Dixmont shall not withdraw from RSU 19 as of the relevant Effective Date set forth in Section 2, and shall not assume any of the duties nor liabilities set forth herein unless a) both the Towns of Etna and Dixmont have voted to withdraw from RSU 19 and b) Etna and Dixmont form a Regional School Unit that is approved by the Etna and Dixmont voters and becomes operational on or before the Effective Date, pursuant to enactment of special legislation authorizing such Regional School Unit to be organized notwithstanding the secondary school and minimum student requirements of 20-A M.R.S. § 1461, but otherwise subject to provisions of 20-A M.R.S. § 1461.

**20. Amendments:**

This Agreement may be amended by mutual written agreement of the school boards of RSU 19 school board and the New 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.

**21. 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 19 and the New SAU with prior written approval of the Commissioner of the Maine Department of Education.

**22. State and Local Approval:**

This Agreement is subject to approval by the Maine Commissioner of Education as required by 20-A M.R.S. §1466(4)(B) and approval by affirmative votes of each of the Withdrawing Municipalities of the withdrawal from RSU 19 and of the formation of the New SAU as set forth above.

**23. Additional Considerations:**

1. Dispute Resolution: Upon the favorable votes required by the contingencies of Section 19, any dispute between Dixmont, the New SAU, and/or RSU 19 (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.

2. **Applicability to Successor School Administrative Units:** Upon affirmative votes of each of the Withdrawing Municipalities and final approval by the Maine Commissioner of Education and in accordance with current law, this Agreement shall be binding upon the Town of Dixmont, the New SAU, and any successor school administrative units, and on RSU 19 and its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Dixmont, the New SAU, RSU 19 or their respective successor school administrative units are, or become, a party.
3. **Superintendent's Agreements:** Nothing in this Agreement shall limit the availability or use of Superintendent's Agreements with respect to the students of RSU 19 and the New SAU.
4. **Assignment of Rights/Remedies:** The Towns of Etna and Dixmont may, within the Reorganization Plan to form the New SAU, assign to the New SAU any rights and/or remedies arising from this Agreement or otherwise relating to Dixmont's withdrawal from RSU 19.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

**24. Child Nutrition Services:**

This Agreement includes a child nutrition services plan in compliance with all state and federal laws at schools operated by the petitioning municipality. See **Exhibit E**, attached.

**25. Anticipated Budget:**

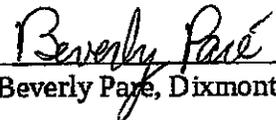
This Agreement includes an anticipated budget, attached hereto as **Exhibit F**, for the petitioning municipality for the first year of operation of schools operated by the petitioning municipality.

The budget includes an estimate of all revenues and expenditures in accordance with the cost center summary budget format pursuant to 20-A M.R.S. §1485.

**26. Miscellaneous:**

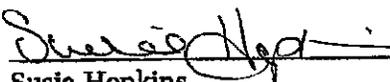
This Agreement may not be assigned and shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine, without regard to any of its conflict of laws principles. This Agreement contains the entire agreement between the Parties in relation to its subject matter, 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.

**The Withdrawal Committee of the  
Town of Dixmont:**

  
Beverly Pace, Dixmont Board of Selectmen

  
Phil Dolan  
Member from General Public

  
Mark Guzzi, Chair  
Member and Petitioner

  
Susie Hopkins  
Member from RSU 19 School Board

**Regional School Unit No. 19:**

  
Mike Hammer  
Superintendent of Schools

  
Christopher Easton  
School Board Chair

**Approved as Final Withdrawal  
Agreement under Title 20-A  
MRSA §1466(5)**

  
Robert G. Hasson, Jr.  
Commissioner of Education

**The Withdrawal Committee of the  
Town of Dixmont:**

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Beverly Pare, Dixmont Board of Selectmen

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Phil Dolan  
Member from General Public

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Mark Guzzi, Chair  
Member and Petitioner

---

Susie Hopkins  
Member from RSU 19 School Board

**Regional School Unit No. 19:**



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Mike Hammer  
Superintendent of Schools



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Christopher Easton  
School Board Chair

**Approved as Final Withdrawal  
Agreement under Title 20-A  
MRSA §1466(5)**

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Robert G. Hasson, Jr.  
Commissioner of Education





**Exhibit C -- Buses & Vehicles Assigned to the New SAU**

**Buses**

Description	Year	Make	VIN #	Mileage
Bus # 43				
Bus # 49				
Bus # 89				
Bus # 104				
Bus # 105				
Bus # 106				
Bus # 107				

**EXHIBIT D**  
**List of Independent Contractor (Vendor) Contracts Serving Etna Dixmont School in**  
**Whole or Part**

**EXHIBIT D**  
***Estimated Yearly Costs for EDS Vendor/Service Contracts***

Lawn Maintenance (3yr)	Curb Appeal Lawn & Landscape	\$8,000.00
Plowing (3yr)	Mark Erskine	\$7,500.00
HVAC Maint & Controls (multi yr)	Siemens & ABM Mechanical	\$8,000.00
Septic maint. and pumping	Bio-Remediation	\$2,500.00
Fire Extinguisher Inspections	Morris Fire	\$300.00
Fire Alarm & Burg Monitoring	Norris Inc.	\$1,000.00
Trash Removal - annual	Sullivans	\$5,000.00
UG Tank Inspections	Gaftek	\$300.00
Boiler Inspections	Hartford Steam Boiler	\$160.00
Water testing	State of Maine	\$500.00
Maint of Chlorinator	Norlens	\$300.00
Property Ins - annual	Kyes Insurance - Agent	\$11,018.00
Print management (multi yr)	A-Copi	\$13,784.00
Fuel - heating - annual	AE Robinson	\$35,000.00
Fuel - bus - annual	AE Robinson	\$28,000.00
Electricity (multi yr)	Maine Power Options/CMP	\$19,000.00
Communications - phone	OTT-Unitel-MCI-TDS	\$4,000.00
Wood carpet for playground	O'Briens	\$2,000.00
Food Service Costs	(from the business office)	\$101,673.00
	total	\$248,035.00

**EXHIBIT E**  
**New SAU Nutrition Plan for the fiscal year commencing on the Effective Date**

[to be provided by Etna]

**EXHIBIT F**  
**New SAU School Budget for the fiscal year commencing on the Effective Date**  
**[to be provided by Etna]**