

## WITHDRAWAL AGREEMENT

By and Between

Town of Richmond Withdrawal Committee and  
Regional School Unit No. 2

This AGREEMENT, dated as of April \_\_, 2022 (“Agreement”), is entered into by and between REGIONAL SCHOOL UNIT NO. 2, a Maine regional school unit currently comprising the municipalities of Dresden, Farmingdale, Hallowell, Monmouth and Richmond (hereinafter, “RSU 2”) and the TOWN OF RICHMOND WITHDRAWAL COMMITTEE, a duly appointed municipal withdrawal committee representing the Town of Richmond (hereinafter, “Richmond” or the “Town”) organized in accordance with 20-A M.R.S. § 1466(4)(A), and provides for the withdrawal of Richmond from RSU 2.

The parties agree as follows:

### 1. Purposes.

The purposes of this Agreement are:

- A. To provide for the timely and orderly withdrawal of Richmond from RSU 2 in accordance with 20-A M.R.S. § 1466;
- B. To provide educational continuity for all students residing in Richmond and all students residing in RSU 2;
- C. To minimize disruption to RSU 2’s educational programming and to minimize costs to RSU 2’s taxpayers by reason of the withdrawal; and
- D. To allocate RSU 2’s financial and contractual obligations, and its assets, between RSU 2 and the new administrative unit that includes, or is comprised solely of, Richmond, as of the effective date of Richmond’s withdrawal in a manner that fairly takes into account the continuity of educational programs and the goal of mitigating increases in property taxes, where possible, as a result of the withdrawal.

### 2. Effective Date of Withdrawal.

Richmond shall withdraw from RSU 2 in accordance with the terms of this Agreement as of July 1, 2023 (the “Effective Date”). As of the Effective Date, Richmond shall no longer be a member of the RSU 2 school administrative unit, and shall be a separate municipal school administrative unit comprised solely of Richmond. Thereafter, if Richmond joins, merges or otherwise combines with one or more other school administrative units into a new school administrative unit, Richmond’s obligations under this Agreement shall be binding on that successor school administrative unit. For the purposes of this Agreement, the term “New

Richmond SAU” shall mean the municipal school administrative unit comprised solely of Richmond, or any school administrative unit that Richmond may join, merge with or otherwise be included in as a member.

3. Continuity of Educational Services.

The New Richmond SAU and RSU 2 will provide continuity of educational services to their respective students, as follows:

- A. Richmond Students Attending New Richmond SAU Schools. The New Richmond SAU will be responsible for providing educational services for grade Pre-K-12 students at Marcia Buker Elementary School, Richmond Middle School, and Richmond High School (hereinafter, “Richmond School Facilities”) or otherwise attending schools outside RSU 2.
  
- B. Statutory Right of Students to Continued Enrollment in First Year Following Withdrawal. In accordance with 20-A M.R.S. § 1466(4)(A)(1), any student in grades Pre-K-12 residing in Richmond who attends an RSU 2 school outside of Richmond and is enrolled in that school at the close of the school year prior to the Effective Date (*i.e.*, on June 30, 2023), and any student in grades Pre-K-12 residing in Richmond who would have attended an RSU 2 school outside of Richmond during the school year following withdrawal if Richmond had not withdrawn from RSU 2, may continue to attend that same RSU 2 school during the first year after withdrawal, and the New Richmond SAU shall pay tuition and costs as described in Section 4(A) and (B) of this Agreement. In accordance with 20-A M.R.S. § 1466(A)(1), any student in grades Pre-K-12 residing in an RSU 2 municipality other than Richmond who attends a Richmond School Facility and is enrolled in that school at the close of the school year prior to the Effective Date (*i.e.*, on June 30, 2023), or any student in grades Pre-K-12 residing in an RSU 2 municipality other than Richmond who would have attended a Richmond School Facility during the school year following withdrawal if Richmond had not withdrawn from RSU 2, may continue to attend that Richmond School Facility during the first year after withdrawal. For students in the remaining RSU 2 municipalities who attend a Richmond School Facility in the school year following withdrawal, RSU 2 shall pay tuition and costs as described in Section 4(A) and (B). The Superintendents of RSU 2 and the New Richmond SAU shall determine enrollments for students in accordance with applicable law. On or about the Effective Date, the Superintendents shall confer with each other and shall jointly certify a list of students who, during the school year following withdrawal, are either: (a) Richmond residents who will continue attending RSU 2 schools, or (b) residents of the other RSU 2 municipalities who will continue attending Richmond School Facilities. A student’s right of continued enrollment under this section during the 2023-2024 school year may be discontinued to the extent provided by law, including without limitation suspension, expulsion, out-of-district placement, or enrollment in another public or private school. See

Section 7 below regarding transportation for students in the first year following withdrawal.

- C. Right to Continued Enrollment in Limited Years Following Withdrawal. Following the first year after withdrawal (*i.e.*, beginning July 1, 2023), any Richmond students who exercised their statutory right to continue enrollment under Paragraph B for the school year beginning on the Effective Date and continued their enrollment throughout that year may choose to continue attending that school up to the highest grade offered at that school. Similarly, following the first year after withdrawal (*i.e.*, beginning July 1, 2023), any RSU 2 students who exercised their statutory right to continue enrollment under Paragraph B for the school year beginning on the Effective Date and continued their enrollment throughout that year may choose to continue attending that school up to the highest grade offered at that school. To the extent that there are any such “grandfathered” students attending a school in the other school district, on or before the first day of January prior to any school year of this Agreement, the Superintendent of RSU 2 and the Superintendent of the New Richmond SAU shall confer with each other and shall certify a list of those grandfathered students who will be tuition students for the subsequent school year. For purposes of this subsection, Hall-Dale Middle School and Hall-Dale High School shall be considered two separate schools, grades 6-8 and 9-12, respectively. Except as provided under Section 18, there will otherwise be no right under this Agreement for students to choose to attend schools in municipalities where they do not reside; provided, however that nothing in this Agreement shall be construed to diminish any right to school choice provided by RSU 2 to certain Dresden high school students. See Section 7 below regarding transportation for students who have a right to continued enrollment.
- D. New Richmond SAU to Participate in Capital Area Technical Center. Upon withdrawal, the New Richmond SAU shall take necessary steps to become an affiliated member, if applicable, or otherwise to participate in Capital Area Technical Center, including any reporting obligations for the Augusta School Department to receive subsidy for Richmond resident students attending Capital Area Technical Center.

4. Tuition and State Subsidy.

- A. Elementary Tuition. The tuition rate for Richmond resident elementary students, exclusive of costs of students receiving special education services, attending an RSU 2 school pursuant to Section 3(B) or Section 3(C) of this Agreement shall be the RSU 2 elementary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. § 5804; and the tuition rate for RSU 2 students, exclusive of costs of students receiving special education services, residing outside of Richmond who attend Richmond School Facilities pursuant to Section 3(B) or Section 3(C) of this Agreement shall be the New Richmond

SAU's elementary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. § 5804.

- B. Secondary Tuition. The tuition rate for Richmond resident secondary students, exclusive of costs of students receiving special education services, attending an RSU 2 school pursuant to Section 3(B) or Section 3(C) of this Agreement shall be the RSU 2 secondary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. § 5805; and the tuition rate for RSU 2 students, exclusive of costs of students receiving special education services, residing outside of Richmond who attend Richmond High School pursuant to Section 3(B) or Section 3(C) of this Agreement shall be the New Richmond SAU's secondary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. § 5805. To the extent required by law, the tuition for a Richmond secondary student attending an RSU 2 school and attending a career and technical center program outside RSU 2 shall be prorated. To the extent required by law, the tuition for an RSU 2 secondary student attending a Richmond school and attending a career and technical center program outside of Richmond shall be prorated.
- C. State Subsidy Allocation. Under 20-A M.R.S. Chapter 606-B, the Essential Programs and Services Funding Act, the New Richmond SAU will receive the State education subsidy allocations for Richmond resident students attending RSU 2 schools and RSU 2 will receive State education subsidy allocations for RSU 2 resident students attending any Richmond School Facilities.
- D. Tuition Invoices and Payment. RSU 2 will provide itemized invoices, due and payable within thirty (30) days of receipt, to the New Richmond SAU for regular and special education costs as follows: the first invoice will be issued after RSU 2 receives the tuition data from the Department of Education on the current year's costing. Tuition will be billed from the first day of school through the last day of the month preceding RSU 2's receipt of tuition data from the Department of Education. For purposes of clarity, if the RSU receives tuition data in December, they will bill the New Richmond SAU for costs from September through November. After that, tuition will be invoiced two more times, once in March and once in June.

5. Special Education as of the Effective Date.

- A. Richmond Special Education Students Attending New Richmond SAU Schools: Out-of-District Placements. The New Richmond SAU, at its sole expense, will provide for continuity of programming for all special education students residing within the Town of Richmond attending any Richmond School Facility. The New Richmond SAU assumes all responsibilities for decisions, and all costs, related to special education for these students.

B. Richmond Special Education Students Attending RSU 2 Schools. For students residing in Richmond attending an RSU 2 school pursuant to this Agreement, RSU 2 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 2 has an appropriate program to meet the terms of the IEP and applicable requirements of Maine and federal laws and regulations. Except for short term programming changes of not more than ten (10) school days, decisions about whether RSU 2 can implement the terms of the IEP, and whether RSU 2 has an appropriate program or placement for a student pursuant to the requirements of the IEP, shall be made by RSU 2 after a careful review of the IEP for the student. In no event shall RSU 2 refuse to provide needed special education services as provided in the IEP for students residing in Richmond who are permitted to attend an RSU 2 school under this Agreement, except for student removals of not more than ten (10) cumulative school days in the school year, when the student has been properly expelled from RSU 2, or when RSU 2 has determined that RSU 2 cannot provide an appropriate program or placement for that student. The New Richmond SAU's Director of Special Education Services (or other administrative designee) shall represent the New Richmond SAU for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for Richmond students attending an RSU 2 school. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the IEP Team, the Richmond SAU's representative at that IEP Team meeting shall make the decisions on those issues, subject to the parent's due process rights in relation thereto. RSU 2 personnel will work cooperatively with the Richmond SAU's representative and, upon request, will provide the Richmond 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 Richmond SAU's representative shall provide input to RSU 2's Special Education Director (or other administrative designee) on the proper implementation of the IEPs of Richmond special education students attending an RSU 2 school or perceived deficiencies in IEP implementation. RSU 2 shall consider that input in good faith and RSU 2 shall respond in an appropriate manner consistent with the terms of this Agreement. The tuition rate calculations under sections 5804 and 5805 of Title 20-A expressly exclude expenditures for special education. 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 Richmond SAU shall be responsible for all the costs of special education, whether or not those costs qualify for state subsidy, for special education students residing in Richmond attending an RSU 2 school pursuant to the terms of this Agreement. The New Richmond SAU shall pay RSU 2 for the special education costs of any such student as follows:

- (i) The New Richmond SAU, in addition to the tuition for those students as calculated under sections 5804 or, as applicable, 5805, of Title 20-A, shall be responsible for the actual costs of special education for those students, including

special education transportation costs and costs of facilities modifications required to accommodate the students.

(ii) For purposes of this Section 5, 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 attorney's fees incurred by RSU 2 in connection with disputes with third parties over delivery of special education services and/or section 504/ADA plan services for individual Richmond students. For example, if RSU 2 incurs costs for non-special education 504/ADA plans and services for individual Richmond students, and those costs are not within the scope of tuition or special education costs that the New Richmond SAU pays to RSU 2, the New Richmond SAU will be responsible for such costs.

(iii) RSU 2 will provide itemized invoices to the New Richmond SAU for special education costs in the same manner as specified in Section 4(D).

C. RSU 2 Special Education Students Attending Richmond School Facilities. For students residing in an RSU 2 municipality other than Richmond and attending a Richmond School Facility in the first year after withdrawal pursuant to this Agreement, the New Richmond SAU shall provide all special education services required by the IEP prepared by each student's IEP Team to the extent that the New Richmond SAU has an appropriate program to meet the terms of the IEP and applicable requirements of Maine and federal laws and regulations. Decisions about whether the New Richmond SAU can implement the terms of the IEP, and whether the New Richmond SAU has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by the New Richmond SAU after a careful review of the IEP for the student. In no event shall the New Richmond SAU refuse to provide needed special education services as provided in the IEP for students residing in RSU 2 who are permitted to attend a Richmond School Facility under this Agreement, except for student removals of more than ten (10) cumulative days in the school year, when a student has been properly expelled from the New Richmond SAU, or when the New Richmond SAU has determined that it cannot provide an appropriate program or placement for a student. RSU 2's Director of Special Education Services (or other administrative designee) shall represent RSU 2 for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for RSU 2 students attending New Richmond SAU schools. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the IEP Team, RSU 2's representative at that IEP Team meeting shall make the decisions on those issues, subject to parental due process rights in relation thereto. New Richmond SAU personnel will work cooperatively with RSU 2's representative, and upon request will provide RSU 2's representative with all information regarding classroom observations, student performance, academic achievement testing and functional behavior assessment components of the student evaluation process. RSU 2's representative shall

provide input to the New Richmond SAU's Special Education Director (or other administrative designee) on the proper implementation of the IEPs of RSU 2 students attending New Richmond SAU schools or perceived deficiencies in IEP implementation. The New Richmond SAU shall consider that input in good faith and shall respond in an appropriate manner consistent with the terms of this Agreement. The tuition rate calculations under 20-A M.R.S. §§ 5804 and 5805 expressly exclude expenditures for special education. 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 2 shall be responsible for all the costs of special education, whether or not those costs qualify for state subsidy, for special education students residing in RSU 2 municipalities who attend Richmond School Facilities pursuant to the terms of this Agreement. RSU 2 shall pay the New Richmond SAU for the special education costs of any such student as follows:

- (i) RSU 2, in addition to the tuition for those students as calculated under sections 5804 or, as applicable, 5805, of Title 20-A, shall be responsible for the actual costs of special education for those students, including special education transportation costs and costs for facilities modifications required to accommodate the students.
- (ii) For purposes of this Section 5, 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 attorney's fees incurred by the New Richmond SAU in connection with disputes with third parties over delivery of special education services and/or section 504/ADA plan services for individual RSU 2 students. For example, if the New Richmond SAU incurs costs for non-special education 504/ADA plans and services for individual RSU 2 students, and those costs are not within the scope of tuition or special education costs that RSU 2 pays to the New Richmond SAU, RSU 2 will be responsible for such costs.
- (iii) The New Richmond SAU will provide itemized invoices to RSU 2 for regular and special education costs in the same manner as specified in Section 4(D).

**6. Need for School Construction.**

The Parties agree that the withdrawal will not cause a need within five (5) years from the Effective Date for school construction projects that would be eligible for state funds. This does not include a need for a school construction project that existed prior to the Effective Date or a need that would have arisen even if Richmond had not withdrawn from RSU 2.

7. Transportation.

The New Richmond SAU will be responsible to provide transportation services at its own expense for all Richmond students attending Richmond schools and shall provide transportation for Richmond secondary students attending applied technology education programs. As of the Effective Date, unless provided otherwise in a Superintendents' Agreement, the New Richmond SAU shall not be responsible for providing transportation to and from Richmond School Facilities for any students residing in RSU 2 and attending Richmond School Facilities and RSU 2 shall not be responsible for providing transportation services to RSU 2 schools for any students residing in Richmond and attending RSU 2 schools.

8. Allocation and Distribution of Financial Commitments and Services under Long Term Contracts.

By way of clarification, this section addresses certain long term financial commitments that extend beyond the Effective Date, but does not address collective bargaining agreements and rights of continuing contract employees, which are addressed elsewhere in this Agreement. As of the Effective Date, the New Richmond SAU will assume all lease purchase and other agreements that relate to buses, photocopiers, other equipment, or real or personal property transferred to the New Richmond SAU or that relate to the Richmond School Facilities, as specified in further detail below. Prior to the Effective Date, the Superintendent of RSU 2 shall compile a list of such agreements and provide it to the Superintendent of the New Richmond SAU.

- A. Employment Commitments for RSU 2 Staff. The New Richmond SAU recognizes its responsibility to contribute to the existing RSU 2 staff contracts entered into by RSU 2 prior to a referendum vote by Richmond to withdraw. In this case, the only such contract is the Superintendent's contract, a contract commencing July 1, 2022, through June 30, 2025. At the time RSU 2 entered into this contract, Richmond had not voted to withdraw. Because the New Richmond SAU will not receive significant benefit from the Superintendent's contract following withdrawal, and will need to enter into a contract with its own Superintendent effective July 1, 2023, the New Richmond SAU will not have any responsibility to contribute to the cost of the Superintendent's contract after the Effective Date.
- B. Employment Commitments for Richmond Staff. RSU 2 agrees to assign, and the New Richmond SAU agrees to assume, the staff contracts for the positions listed in Exhibit A, and Richmond shall be solely responsible for the salary and benefits described in those contracts, except that summer salaries for the 2022-2023 school year for those employees who have elected pay averaging for July and August shall be paid by RSU 2. This list shall be updated to the Effective Date by RSU 2 and Richmond, and the updated list shall be attached to this Agreement as Replacement Exhibit A. The New Richmond SAU further agrees that the other employees not subject to a collective bargaining agreement and listed on Exhibit A shall be assigned to the New Richmond SAU as of the Effective Date. Prior to



the Effective Date, RSU 2 covenants and agrees not to enter into any long-term agreements affecting employment positions that will be assigned to the New Richmond SAU.

- C. Vendor Contracts and Agreements. The New Richmond 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 Richmond School Facilities or assets at those facilities. These contracts are listed in Exhibit B. RSU 2 will amend the contracts listed in Exhibit B, or their successor contracts, to exclude Richmond schools as of the Effective Date, and the New Richmond SAU shall be solely responsible for the pricing and terms of replacement contracts for these services at Richmond School Facilities on and after the Effective Date, or RSU 2 will not extend such contracts beyond the Effective Date. To the extent that a vendor is not agreeable to replacement contracts, the New Richmond 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 2, and shall promptly pay invoices of RSU 2 for an equitable pro rata share of each payment obligation, as reasonably determined by agreement of RSU 2 and the New Richmond SAU.
- D. Photocopier/Imaging Financing and other Contracts. The New Richmond SAU agrees to assume copier, imaging and other office equipment lease purchase agreements, leases, consulting agreements (including without limitation any long term photocopying consulting agreement) and service contracts and payments which come due after the Effective Date related to the equipment located at the Richmond School Facilities. As of the date of this Agreement, there are no such agreements, but the copiers located in the Richmond School Facilities that will be transferred to the New Richmond SAU in accordance with Section 13(B) are listed in Exhibit C. To the extent such existing lease purchase agreements, leases, consulting agreements and service contracts also cover equipment retained by RSU 2, each party shall comply with the terms and conditions of the same and shall not exercise any right of non-appropriation without the consent of the other party, and the New Richmond SAU shall promptly pay invoices of RSU 2 for an equitable pro rata share of each payment obligation. For the avoidance of doubt, the parties agree that the New Richmond SAU shall not be responsible for any copier, imaging and other office equipment lease purchase agreements, leases, consulting agreements (including without limitation any long term photocopying consulting agreement) and service contracts and payments which come due after the Effective Date related to the equipment located at any RSU 2 facilities other than the Richmond School Facilities.
- E. School Bus Financing Contracts. The New Richmond SAU agrees to assume and be solely liable for and at its own expense to pay any amounts due after the Effective Date under any lease purchase agreements or other financing

arrangements on the buses listed in Exhibit D that RSU 2 has agreed to transfer to the New Richmond SAU, and RSU 2 agrees to assume and be solely liable for and at its own expense to pay any amounts due after the Effective Date under any lease purchase agreements or other financing arrangements on the buses not transferred to the New Richmond SAU. Each party shall comply with the terms and conditions of its respective leases and shall not exercise any right of non-appropriation without the consent of the other party. As of the Effective Date, the outstanding school bus lease obligations of RSU 2 will be as follows:

Lease	Maturity Date	Outstanding Principal Balance (as of 6/30/23)
Lease #5320000028 (Monmouth Academy School Bus)	01/07/24	\$36,181.70 [TO BE UPDATED BY RSU2]
Lease for Monmouth School Bus	Fall 2024	\$54,272.55 [TO BE UPDATED BY RSU2]
Lease for Monmouth School Bus	Fall 2025	\$72,363.40 [TO BE UPDATED BY RSU2]

Pursuant to 20-A M.R.S. § 1466(16)(A), whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness, including lease purchase agreements, provided that the withdrawal agreement may provide for alternate means for retiring outstanding indebtedness. In accordance with 20-A M.R.S. § 1466(16)(A), as an alternate means of retiring the lease purchase agreements listed above, RSU 2, exclusive of Richmond, hereby agrees to pay such indebtedness, with no contribution or participation by Richmond or the New Richmond SAU.

9. Distribution of Financial Commitments from Outstanding Bonds and Notes; Contingent Liabilities.

- A. Debt and Lease Purchase Obligations Generally. Pursuant to 20-A M.R.S. § 1466(16)(A), whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness, provided that the withdrawal agreement may provide for alternate means for retiring outstanding indebtedness.
- B. Debt as Issued by RSU 2. As of the date of this Agreement, RSU 2 has assumed, issued, or has authorized but not yet issued, the following bonds and notes that will remain outstanding as of the Effective Date.

Date Issued	Purpose/Type	Maturity Date	Outstanding Principal Balance as of 6/30/22	Local Only Balance

10/27/05	Hall-Dale Elementary School Construction	11/01/26	\$1,585,750.99	\$79,287.55
11/01/15	Renovation/Effi ciency Bond	11/01/31	\$919,753.56	\$919,753.56
11/01/18	Monmouth Elementary School	11/01/39	\$27,585,422.51	\$74,839.25

Pursuant to 20-A M.R.S. § 1466(16)(A), whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness, provided that the withdrawal agreement may provide for alternate means for retiring outstanding indebtedness. In accordance with 20-A M.R.S. § 1466(16)(A), as an alternate means of retiring the indebtedness listed above, RSU 2, exclusive of Richmond, hereby agrees to pay such indebtedness, with no contribution or participation by Richmond or the New Richmond SAU.

To the extent requested by the Maine Municipal Bond Bank (the "Bond Bank") with respect to outstanding bonds issued, or authorized and to be issued, by RSU 2 and held by the Bond Bank, RSU 2 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. RSU 2 and Richmond shall share equally the costs of any opinions required by the Bond Bank as a result of Richmond's withdrawal from RSU 2.

Unless otherwise provided herein, neither the New Richmond SAU nor RSU 2 will assume any indebtedness that was not assumed by RSU 2 upon the formation of the RSU.

- C. Financial Commitments Issued Prior to Vote to Withdraw. Prior to the date that Richmond votes to withdraw, RSU 2 may issue bonds or notes or enter into additional lease purchase financing arrangements other than those shown in Paragraph B to upgrade facilities at the RSU's schools other than the Richmond School Facilities. Such improvements are not currently contemplated, but may be necessary in case of a failure of a structure or building system or other need. For any such debt issued or incurred by RSU 2 before Richmond votes to withdraw, RSU 2 will remain intact for purposes of retiring and securing that indebtedness. If Richmond subsequently votes to withdraw, and if such bonds, notes or lease purchase obligations relate solely to school facilities located outside of Richmond, as an alternate means for retiring such indebtedness or lease purchase obligations under 20-A M.R.S. § 1466(16), RSU 2, exclusive of Richmond, hereby agrees to pay such indebtedness. Where possible during this period, RSU 2 shall issue any bond which relates to school facilities in Richmond separately from any other bond which benefits schools in other RSU 2 municipalities. To the extent that

such bonds, notes or lease purchase obligations relate solely to school facilities located in Richmond, as an alternate means of retiring this indebtedness or lease purchase obligations, the New Richmond 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 Richmond SAU with no contribution or participation by RSU 2. To issue such obligations on a tax advantaged (tax exempt or tax credit) basis, RSU 2 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 Richmond, following withdrawal, the New Richmond 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 Richmond SAU shall be fully bound by all of the terms and representations made by RSU 2 in connection with the issuance of any such financial obligations.

- D. Contingent Liabilities. The Parties acknowledge that RSU 2 may be liable for future legal claims based on incidents arising prior to the Effective Date, when Richmond was a member of RSU 2. The New Richmond SAU shall be responsible for and agrees to pay 21% of RSU 2's costs, expenses, damages, and other losses arising from such claims, including costs to defend such claims, to the extent that RSU 2's costs, expenses, damages, and other losses are not covered by insurance or other sources. RSU 2 shall give written notice of such claims to the New Richmond SAU within thirty (30) days after RSU 2 receives notice of a claim. RSU 2 shall regularly update the New Richmond SAU regarding the status of such claims, and shall consult with the School Committee or, as applicable, the Superintendent of the New Richmond SAU before entering into a settlement of such claims. Until the Effective Date, RSU 2 agrees to use commercially reasonable efforts to maintain insurance coverage on all real and personal property owned by RSU 2 that is no less than the insurance coverage in effect as of July 1, 2022.

In the event that RSU 2 becomes the subject of a federal or state audit for a period when Richmond was a member of RSU 2 and as a result of such audit, RSU 2 becomes subject to any payment obligation or withholding by federal or state authority, then the New Richmond SAU shall reimburse RSU 2 for 21% of the amount of such payment obligation or withholding relating to the period when Richmond was a member of RSU 2 including without limitation, any interest and penalties thereon, within thirty (30) days of any such payment by RSU 2 or any such withholding from RSU 2. If as a result of such audit RSU 2 receives any rebate, refund, credit or overpayment from any federal or state authority, then RSU 2 shall reimburse the New Richmond SAU for 21% of such rebate, refund, credit or overpayment within thirty (30) days of receipt of any such payment or credit to RSU 2.

10. New Financial Commitments Issued After Vote to Withdraw but Prior to the Effective Date.

- A. If Richmond votes to withdraw from RSU 2, during the period between the date of the vote to withdraw and the Effective Date, pursuant to applicable provisions of law (including without limitation sections 5721, 5724(4) and 5772 of Title 30-A), Richmond shall have the responsibility to issue such debt (including lease purchase agreements) as it deems necessary to make unexpected or emergency repairs, or other renovations as it deems necessary, to Richmond School Facilities. If Richmond issues a bond or note or enters into a lease purchase agreement for such repairs, renovations or upgrades, these obligations shall be issued in the name of the Town of Richmond and shall be the sole responsibility of Richmond with no contribution from RSU 2. Until the school is transferred to the New Richmond 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.
- B. If Richmond votes to withdraw from RSU 2, during the period between the date of the vote and the Effective Date, RSU 2 may issue bonds or notes or enter into lease purchase financing arrangements other than those shown in Section 9(B), to upgrade facilities at RSU 2 schools located outside of Richmond and for other purposes. Pursuant to 20-A M.R.S. § 1466(16), RSU 2 will remain intact for purposes of retiring and securing that indebtedness. To the extent that such bonds, notes or lease purchase agreements relate to facilities located outside of Richmond, RSU 2 hereby agrees to assume, and to pay at its own expense, such obligations entirely from its own funds with no contribution or participation from the New-Richmond SAU.

11. Collective Bargaining Agreements.

As of the date of this Agreement, RSU 2 is a party to the following collective bargaining agreements:

<b>Union Bargaining Unit</b>	<b>Employee Group</b>	<b>Expiration Date</b>
Kennebec Intra District Schools Education Association/MEA/NEA	Teachers	August 31, 2022 (currently negotiating to extend to 2025)
Kennebec Intra District Schools Education Association/MEA/NEA	School Secretaries, Administrative School Secretaries, Educational Technicians, Library Media Technicians. IT Technicians	June 30, 2022 (currently negotiating to extend to 2025)

Kennebec Intra District Schools Education Association/MEA/NEA	Bus Drivers, Van Drivers, Custodial and Maintenance, Food Service Workers, Food Service Managers	June 30, 2024
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- A. 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 Richmond SAU, be assigned to and assumed by the New Richmond SAU as of the Effective Date. Prior to the Effective Date, the Superintendent of Schools of RSU 2 shall compile a list of positions located at Richmond School Facilities, which list shall be attached to this Agreement as Exhibit A. If withdrawal is approved by the voters of Richmond, RSU 2 shall have no further authority to bargain with respect to employment positions to be assigned to the New Richmond SAU for any period following the Effective Date.
- B. For any collective bargaining agreements that will expire prior to the Effective Date, RSU 2 is required to bargain in good faith with respect to successor agreements to those agreements subject to negotiation prior to July 1, 2023. Following Richmond's withdrawal as of July 1, 2023, the New Richmond SAU shall assume the RSU's existing CBAs to the extent that they cover employees of RSU 2 assigned full-time to the Richmond School Facilities at the end of the 2022-2023 school year and who have a right to continued employment as of July 1, 2023. Following Richmond's withdrawal, the New Richmond SAU School Committee will extend representational rights to the bargaining units listed above for the purpose of negotiating future CBAs. If, on the Effective Date, RSU 2 is engaged in negotiations with the above bargaining unit(s), the New Richmond SAU School Committee will assume responsibilities for those negotiations insofar as they pertain to employees of the New Richmond SAU. If no new CBAs have been reached between RSU 2 and any of the bargaining units above as of the date of withdrawal, the New Richmond SAU School Committee will honor the terms of any existing CBAs that remain in effect past their termination date and will honor the static status quo in accordance with the requirements of the Maine Labor Relations Board with respect to employees assigned full-time to the New Richmond SAU.
- C. Employees occupying employment positions that are included in existing bargaining units and are to be included in the New Richmond SAU shall continue to be represented by the bargaining agents representing them before the Effective Date. The School Committee of the New Richmond SAU will extend representational rights to all of the bargaining units listed above for the purpose of negotiating future collective bargaining contracts.

- D. Positions of employees who work more than 50% of their time at schools or in positions serving the Richmond School Facilities shall be assigned to the New Richmond SAU.
- E. Prior to the Effective Date, RSU 2 shall not make decisions affecting employment positions that will be included in the New Richmond SAU for the sole purpose of interfering with the New Richmond SAU's efforts to retain employees in such positions. The parties acknowledge, however, that RSU 2 has a statutory obligation to bargain in good faith with its employees, some of whom may become employees in the New Richmond SAU in the future, and further that RSU 2 reserves its rights to manage its school system and make pedagogical and program decisions in good faith and with the best interests of RSU 2 students and taxpayers in mind.

12. Continuing Contract Rights under Section 13201 and 13303.

- A. The withdrawal of Richmond from RSU 2 will not affect the continuing contract rights of teachers under 20-A M.R.S. § 13201 and principals under 20-A M.R.S. § 13303. On the Effective Date, all continuing contract teachers and continuing contract principals assigned to the New Richmond SAU, and having a right to continued employment as of the Effective Date, shall become continuing contract teachers or principals of the New Richmond SAU. Prior to the Effective Date, the Superintendent of Schools of RSU 2 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 Richmond schools, as well as principals. This list shall be attached to this Agreement as Exhibit E.
- B. The New Richmond SAU shall credit probationary teachers assigned to the New Richmond SAU who become employees of the New Richmond SAU with prior consecutive years of probationary service, if any, that they accumulated as employees of RSU 2.
- C. The RSU 2 School Board shall refrain from filling positions at Richmond School Facilities for periods of employment beginning on or after the Effective Date. The New Richmond SAU shall be responsible for decisions on new probationary contracts or continuing contracts to probationary teachers occupying positions assigned to the New Richmond SAU for periods of employment beginning on or after the Effective Date and shall assume responsibility under 20-A M.R.S. §§ 13201 and 13303 to notify any employees whose positions are assigned to the New Richmond SAU of its intent with respect to their employment following the Effective Date.

13. Disposition of Real and Personal Property and other Monetary Assets.

Except as expressly provided otherwise herein, the New Richmond SAU shall be responsible for the cost, including any attorney's 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. All transfers and assignments shall be completed on or before the Effective Date.

- A. Real Property. RSU 2 shall convey all right, title and interest in and to the premises of the Richmond School Facilities to the New Richmond SAU, including the building, grounds and all improvements and fixtures thereon, all as set forth on Exhibit F attached hereto and made a part hereof (collectively, the "Real Estate") by quitclaim deed. RSU 2 shall be responsible for preparing the deed and the New Richmond SAU shall reimburse RSU 2 for the costs of that preparation, including attorneys' fees.
  
- B. Personal Property. Seven (7) registered school buses, two (2) registered vans, and one (1) registered truck will be transferred by RSU 2 to the New Richmond SAU on or before the Effective Date. See Exhibit D for a list of the vehicles by VIN to be transferred pursuant to this Agreement. All right, title and interest of RSU 2 in and to the vehicles listed in Exhibit D, along with all tangible personal property of RSU 2, including, without limitation, moveable equipment, furnishings, textbooks and other curriculum materials, athletic equipment, uniforms, supplies, and inventories, located within or on the premises of the Richmond School Facilities during the school year prior to the Effective Date, shall become the property of the New Richmond SAU on the Effective Date. Attached hereto as Exhibit H is an inventory of the technology-related personal property that will be transferred to the New Richmond SAU in accordance with this provision. This list shall be updated to the Effective Date by RSU 2 and Richmond, and the updated list shall be attached to this Agreement as Replacement Exhibit H. RSU 2 shall be responsible for transferring the vehicle title certificates and for preparing a quitclaim bill of sale for the personal property to be transferred, and the New Richmond SAU shall reimburse RSU 2 for the costs of that preparation, including attorneys' fees.
  
- C. Licenses and Software. As of the Effective Date, license agreements and software for the direct operation of Richmond School Facilities and equipment and other tangible personal property transferred by this Agreement shall be assigned by RSU 2 to the New Richmond 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 2 or any limitation or restriction on RSU 2's use of such license or software agreement in connection with RSU 2's other facilities, equipment and operations. For purposes of the preceding sentence, "direct operation" does not include RSU 2's software and licenses pertaining to its central office operations serving its schools, including Richmond School Facilities. Thus for example, RSU 2's accounting software is not assigned or transferred under this Agreement. The New Richmond 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 Richmond SAU assumes and agrees to pay.

- D. Net Monetary Assets. The parties agree that RSU 2 will not pay any amount from any funds, assigned or unassigned, general or reserve, to the New Richmond SAU or the Town of Richmond in the event that the withdrawal becomes effective, except for any reserve funds, scholarship funds, grant monies and donations that are specifically dedicated to Richmond School Facilities or to Richmond students that have not been expended as of the Effective Date, which shall be paid over to the New Richmond SAU in full.
- E. Cooperation: Records. RSU 2 and Richmond shall reasonably cooperate to effect the withdrawal. All RSU 2 files and records in any form, including computer files, shall remain the property of RSU 2, except for files and records applicable to Richmond School Facilities, Richmond employees or Richmond students, which shall be provided, on or before the Effective Date, to duly authorized school officials of the New Richmond SAU. RSU 2 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 2.
- F. ESSER Funds. With regard to Elementary and Secondary School Emergency Relief (ESSER) Funds related to COVID relief, RSU 2 agrees to release the Town of Richmond's qualifying share of any ESSER funds allocated to RSU2, if any, as of July 1, 2023. As of the effective date of withdrawal, entitlement to such funds will move to the New Richmond SAU, in accordance with the federal allocation formula set forth by the applicable legislation implementing ESSER.

14. Transition of Administration and Governance.

- A. If this Agreement is approved by the Commissioner of Education and the voters of Richmond, upon withdrawal from RSU 2, the administration and governance of education for students residing in Richmond will be transferred directly from RSU 2 to the New Richmond SAU as of July 1, 2023, except as provided herein with respect to Richmond students attending RSU 2 as tuition students. The Town will become a municipal school administrative unit. If the vote to withdraw is approved by Richmond voters, the Richmond Town Clerk shall, within one hundred eighty (180) days of the withdrawal vote, conduct a special election for the School Committee of the New Richmond SAU, which will be comprised of five (5) members with staggered, three-year terms. The School Committee shall constitute the governing body of the New Richmond SAU, and shall have authority to take all actions necessary to prepare for the establishment of the New Richmond SAU, including but not limited to establishing a budget for the fiscal year that commences on the Effective Date and the hiring of a Superintendent.

- B. Until the election of the School Committee for the New Richmond SAU, the Richmond Board of Selectmen may appoint a transition team to oversee the New Richmond SAU. If appointed, the transition team shall be comprised of three (3) members: one (1) existing RSU 2 School Board Member who is a resident of Richmond and two (2) members who are appointed by the Richmond Board of Selectmen. The transition team shall perform any necessary duties to ensure a smooth transition; provided, however, that the transition team shall not have the authority to hire a Superintendent or any other administrative personnel, or to establish a budget for FY 2023-2024. Notwithstanding the preceding, the transition team may prepare a recommended budget for the New Richmond SAU for FY 2023-2024.
- C. If the withdrawal of Richmond is approved under 20-A M.R.S. § 1466(9), the voters of Richmond shall not participate in the approval of the RSU 2 budget or other RSU 2 budget or other matters for the fiscal year commencing on the Effective Date at either the budget meeting or the budget validation referendum.
- D. In accordance with 20-A M.R.S. § 1466(4)(A)(13), attached as Exhibit G to this Agreement is an anticipated budget for the first year of operation of schools operated by the New Richmond SAU, which 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. This budget has been prepared entirely by and is the sole responsibility of the Richmond Withdrawal Committee. RSU 2 has no responsibility for the correctness or completeness of this budget, and has neither reviewed nor approved the same.
- E. The New Richmond SAU will provide child nutrition services in compliance with state and federal law at the Richmond School Facilities. The New Richmond SAU will employ a qualified individual to oversee the nutrition program and will continue to provide food service with the kitchen staff at the Marcia Buker Elementary School and Richmond Middle/High School. Meals will be satellited from the kitchen at Richmond Middle/High School to the Marcia Buker Elementary School.

15. **Dispute Resolution.**

Any dispute between the New Richmond SAU and RSU 2 (each a "Party" and collectively the "Parties") arising out of or relating to this Agreement shall be resolved in accordance with this Section 14. Either Party may give written notice of a dispute arising out of or related to this Agreement to the other Party by certified mail, return receipt requested. The 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 notified Party. If the dispute has not been resolved within said thirty (30) days, either Party may serve written notice by certified mail, return receipt requested, on the other Party of a request for mediation, which request shall trigger required mediation between the Parties. The mediation shall be conducted in Maine by a mediator mutually agreeable to the 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 the request for mediation. The Parties shall share the cost of the mediator, but each shall bear its own costs related to mediation. If the Parties are not able to reach agreement with the assistance of the mediator, then each retains all rights and remedies provided by law, including the right to initiate and pursue litigation.

16. 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 a majority of the voters of the Town of Richmond at a referendum conducted in Richmond as required by 20-A M.R.S. § 1466(9).

17. Applicability to Successor School Administrative Units.

Upon approval by the Maine Commissioner of Education and pursuant to 20-A M.R.S. § 1466(9) approval by a majority vote of the Town of Richmond with the total number of votes equaling or exceeding 50% of the total number of votes cast for Governor in the Town of Richmond in the last gubernatorial election, this Agreement shall be binding upon the Town of Richmond, the New Richmond SAU, and any successor school administrative units that the New Richmond SAU may join, merge with or otherwise be included in as a member, and on RSU 2 and its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Richmond, the New Richmond SAU, or RSU 2, or their respective successor school administrative units, is or becomes a party.

18. Superintendents' Agreements.

Nothing in this Agreement shall limit the availability or use of Superintendents' Agreements with respect to any student who is not an enrolled student under this Agreement.

19. Amendment.

This Agreement may be amended by vote of the RSU 2 School Board and the elected School Committee of the New Richmond 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. No such amendment shall be effective unless approved by the Commissioner of the Maine Department of Education.

20. Termination.

This Agreement may be terminated only by a writing executed on behalf of the RSU 2 School Board and the elected School Committee of the New Richmond SAU with the prior written approval of the Commissioner of Education. Any such termination shall be on terms that, in the written opinion to bond counsel to RSU 2, will not impair or adversely affect the substantive rights of the holders of the bonds and lease purchase obligations of RSU 2.

21. Miscellaneous.

A. This Agreement may not be assigned and shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine, without regard to any of its conflict of laws principles.

B. 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.

C. Each Party represents that its signatory to this Agreement is duly authorized by that Party to execute this Agreement and in so doing to bind that Party to its terms.

D. The headings and subheadings of the 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.

E. If any provision(s) 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 full extent permitted by law.

F. 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.


[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURES ON FOLLOWING PAGE.]

Signed at Richmond, this 14 day of April, 2022.


The Withdrawal Committee of the Town of Richmond:

  
Name: \_\_\_\_\_  
RSU 2 School Board, **Chair**

  
Name: \_\_\_\_\_  
Member and Representative from Municipal Officers (Member of the Board of Selectmen)

  
Name: \_\_\_\_\_  
Member at Large

  
Name: \_\_\_\_\_  
Member of Petitioning Group

  
Name: \_\_\_\_\_  
RSU 2 School Board **Member**

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Pender Makin  
Commissioner of Maine Department of Education

EXHIBIT A

List of Staff Contracts to be Assigned to New Richmond SAU  
 [TO BE UPDATED PRIOR TO WITHDRAWAL]

I. List of CBA employment positions located in Richmond School Facilities

	Position	School
1.	Pre-Kindergarten	MBES
2.	Kindergarten	MBES
3.	Kindergarten	MBES
4.	Kindergarten	MBES
5.	Grade 1	MBES
6.	Grade 1	MBES
7.	Grade 2	MBES
8.	Grade 2	MBES
9.	Grade 3	MBES
10.	Grade 3	MBES
11.	Grade 4/5	MBES
12.	Grade 4/5	MBES
13.	Grade 4/5	MBES
14.	Grade 4/5	MBES
15.	Grade 7/8	RMS
16.	Title One Teacher	MBES
17.	Spanish	RMS/RHS
18.	French	RMS/RHS
19.	Art	MBES
20.	Art	RMS/RHS
21.	Phys. Ed./Health	RMS/RHS
22.	Music	MBES
23.	Music - Band	MBES/RMS/RHS
24.	Music	RMS/RHS
25.	School Counselor	MBES
26.	School Counselor	RMS/RHS
27.	School Nurse	MBES
28.	School Nurse	Richmond
29.	School Nurse	Richmond
30.	ELA	RMS
31.	ELA	RMS
32.	ELA	RMS
33.	ELA	RHS
34.	Math	RMS
35.	Math	RMS
36.	Math	RHS

37.	Math	RHS
38.	Science	RMS
39.	Science	RHS
40.	Science	RHS
41.	Social Studies	RHS
42.	Social Studies	RHS
43.	Social Studies	RMS
44.	Social Worker	Richmond 80% / DES 20%
45.	Speech Pathologist	MBES 80% / DES 20%
46.	Spec. Education Teacher	MBES
47.	Spec. Education Teacher	MBES
48.	Spec. Education Teacher	MBES
49.	Spec. Education Teacher	RMS
50.	Spec. Education Teacher	RMS/RHS
51.	Spec. Education Teacher	RHS
52.	Spec. Education Teacher	RHS
53.	RTI Coordinator	MBES
54.	Bus Driver w/ required license	Richmond
55.	Bus Driver w/ required license	Richmond
56.	Bus Driver w/ required license	Richmond
57.	Bus Driver w/ required license	Richmond
58.	Bus Driver w/ required license	Richmond
59.	Custodian	MBES
60.	Custodian – 1 <sup>st</sup> shift	RHS
61.	Custodian	RHS
62.	Custodian – 1 <sup>st</sup> shift	RMS
63.	Custodian	RMS
64.	Custodian	Richmond
65.	Head Custodian	Richmond
66.	Food Service	RHS
67.	Food Service Manager	Richmond
68.	Food Service Worker	MBES
69.	Food Service Worker	MBES
70.	Food Service Worker	RHS
71.	Food Service Worker	RMS
72.	Van Driver	Richmond
73.	Van Driver	Richmond
74.	Administrative School Secretary	MBES
75.	Administrative School Secretary	RHS
76.	Educational Technician II – RE PK	MBES
77.	Educational Technician II - SE	MBES
78.	Educational Technician II - SE	MBES
79.	Educational Technician II - SE	MBES
80.	Educational Technician II - SE	RHS

81.	Educational Technician III - SE	MBES
82.	Educational Technician III - SE	MBES
83.	Educational Technician III - SE	MBES
84.	Educational Technician III - SE	MBES
85.	Educational Technician III - SE	MBES
86.	Educational Technician III - SE	MBES
87.	Educational Technician III- Title 1	MBES
88.	Educational Technician III- Title 1	MBES
89.	Educational Technician III	MBES
90.	Educational Technician III - SE	RMS
91.	Educational Technician III - SE	RHS
92.	IT Tech	MBES/RMS/RHS
93.	Library Ed Tech	RMS/RHS
94.	Media/Library Tech	MBES
95.	School Secretary	MBES
96.	Office Tech	MBES

II. List of non-CBA positions located in Richmond School Facilities

Percentage w/Richmond	Position	School(s)
100%	Principal	RMS/RHS
100%	Principal	MBES
100%	Athletic Director/Dean	RMS/RHS
100%	Jobs for Maine Graduates	RMS/RHS



## EXHIBIT B

### Contracts Related to Richmond School Facilities

- I. **Siemens**  
Contract to provide automation services for Marcia Buker Elementary School only.  
Contract Expires: 6/30/24

EXHIBIT C

Photocopiers Located in Richmond School Facilities

	Copier	Number	Location	Lease
1.	Toshiba/E-Studio 2040C	API-3024	MBES	No
2.	Toshiba/E-Studio 557	API-5598	MBES	No
3.	Toshiba/E-Studio 6508A	API-8280	MBES	No
4.	Toshiba/E-Studio 657	API-5045	MBES	No
5.	Toshiba/E-Studio 556	API-3045	RHS	No
6.	Toshiba/E-Studio 556	API-3027	RHS	No
7.	Toshiba/E-Studio 857	API-7189	RHS	No
8.	Lexmark/TS652DN	API-2771	RHS	No

EXHIBIT D

Buses and other vehicles to be transferred from RSU 2 to the New Richmond SAU

Type	Bus #	Year	Make	Model	VIN	Lease
BUS	1	2008	Bluebird	BBCV33	1BAKGCPA98F251056	No
BUS	2	2011	International	CE	4DRBUAAN7BB282895	No
BUS	3	2014	Bluebird	BBCV33	1BAKGCPA8EF305345	No
BUS	4	2014	Bluebird	BBCV33	1BAKGCPA2EF305129	No
BUS	5	2016	Bluebird	BBCV33	1BAKGCPA1GF324161	No
BUS	6	2017	Bluebird	BBCV33	1BAKGCPA6HF333987	No
BUS	80	2018	Bluebird			No
TRUCK		2014	Ford	F150	1FTEX1EM6EKE61038	No
VAN		2012	Dodge	Caravan	2C4RDGBG7CR393987	No
VAN		2012	Dodge	Caravan	2C4RDGBG9CR393988	No

**EXHIBIT E**

**List of continuing contract teachers and probationary teachers (w/# years of service)  
assigned to Richmond School Facilities**

Per agreement, this information will be provided prior to the Effective Date.

EXHIBIT F

Deeds to Richmond School Facilities

[APPENDED TO THIS PAGE]

EXHIBIT G

Anticipated Budget for First Year of Operation of the New Richmond SAU

The following estimated budget was developed using the RSU 2 budget for FY2021-22. This reflects Richmond's expenses and revenues in that budget. A more accurate budget will be developed prior to the withdrawal date and will include more up-to-date figures.

EXPENSES		
Regular Instruction	\$3,042,061.96	
Special Education	\$1,332,980.16	
Career and Technical Education	\$0	
Other Instruction	\$284,935.00	
Student and Staff Support	\$736,255.55	
System Administration	\$167,746.25	
School Administration	\$442,616.27	
Transportation and Buses	\$523,088.79	
Facilities and Maintenance	\$962,579.96	
Debt Service and Other Commitments	\$0	**Per Withdrawal Agreement \$570,636.74 included as Richmond's share in 2021-22 budget
All Other Expenses	\$35,621.02	
<b>TOTAL</b>	<b>\$7,527,884.50</b>	

REVENUES		
State Subsidy	\$3,665,355.25	
Required Local	\$2,069,176.66	
Additional Local	\$1,793,352.70	
<b>Total</b>	<b>\$7,527,884.50</b>	

EXHIBIT H

Inventory of Technology Devices and Software Located at Richmond School Facilities  
 [TO BE UPDATED PRIOR TO WITHDRAWAL DATE]

Technology	MBES	RHSMS	Mounted (y/n)
Apple TV/ Screenbeams		24	29 y
Apple Imacs		6	9 y
Apple Ipads/ Cases		139	26 n
Apple Macbook Air/ Cases		27	n
Apple Mac Mini			6 y
Chromebooks/ Cases		115	48 n
Copiers		3	4 y
Network- 8- Port KVM			1 y
Network- Servers		2	2 y
Backup Power Supplies		2	3 y
Network-Switches		4	5 y
Network- Wireless Access Points		22	31 y
PC's with Monitors		1	3 y
3D Printers			3 n
Point of Sale Stations		1	2 n
Projectors		20	21 y
Phones		38	50 n

