

WITHDRAWAL AGREEMENT

By and Between

Maine School Administrative District No. 58 and the Town of Eustis Withdrawal Committee

This Agreement dated as of March 4, 2013, by and between Maine School Administrative District No. 58, a Maine school administrative district comprised of the municipalities of Eustis, Avon, Kingfield, Phillips and Strong (hereinafter "SAD 58", or the "SAD") and the Town of Eustis Withdrawal Committee, a duly appointed municipal withdrawal committee representing the Town of Eustis (hereinafter "Eustis" or the "Town") organized in accordance with 20-A M.R.S. § 1466(4)(A).

1. **Purposes.** The purposes of this Agreement are:

- a. To provide for the timely and orderly withdrawal of Eustis from SAD 58;
- b. To provide educational continuity for all students residing in Eustis;
- c. To allocate SAD 58's financial and contractual obligations, and its assets, between SAD 58 and the new administrative unit that includes, or is comprised solely of, Eustis, as of the effective date of Eustis's withdrawal in a manner that fairly takes into account the continuing educational needs of students and the continuity of educational programs

For the purposes of this Agreement the term "New Eustis SAU" shall mean the Town of Eustis municipal school unit or any school administrative unit that includes Eustis as a member during the term of this Agreement.

2. **Withdrawal.** Pursuant to 20-A M.R.S. § 1466, the Town shall withdraw from SAD 58 in accordance with the terms of this Agreement as of June 30, 2013 (hereinafter the "Effective Date"), and thereafter shall no longer be a member of the SAD 58 school administrative unit. As of June 30, 2013, the Town shall create the New Eustis SAU which will be a separate municipal school administrative unit comprised solely of Eustis, unless Eustis joins, merges with or otherwise is included in another school administrative unit.

3. **Provision for Educational Services.**

- a. **Right to Continued Enrollment.** During the first year after withdrawal (i.e. from July 1, 2013 to June 30, 2014) students residing in Eustis may attend the SAD 58 school they would have attended if Eustis had not withdrawn from SAD 58 in accordance with 20-A M.R.S. § 1466(4)(A)(1). The Superintendents of SAD 58 and the New Eustis SAU shall determine this enrollment in accordance with applicable law. A student's right to continue to be educated at SAD 58 schools during the 2013-2014 school year may be

discontinued to the extent permitted by law, including without limitation suspension, expulsion, out-of-SAD placement, or enrollment in another public or private school.

- b. **Grade K-8 Students.** The New Eustis SAU will provide educational services for its grade K-8 students in the same manner that educational services were provided when Eustis was a member of SAD 58. Eustis has a K-8 school, the Stratton Elementary School, and education for grade K-8 students will continue to be provided within the Stratton Elementary School, including special education services, gifted/talented, resource room, and activities in the individual grade classrooms.

In the event that the New Eustis SAU ceases to operate a K-8 school or maintain any of the K-8 grades, to the extent that those grades are not maintained, the new Eustis SAU may consider sending and SAD58 may consider accepting K-8 students residing in the Eustis to attend school in SAD58. Tuition for those students shall be determined under 20-A M.R.S. § 5804.

- c. **Secondary Students.** Following the first year after withdrawal, secondary students residing in Eustis may attend SAD 58 schools through at least June 30, 2023, provided that SAD 58 has programming for grades 9-12. The New Eustis SAD shall notify SAD 58 by March 1 annually of the projected number of students who intend to attend an SAD 58 secondary school.

- 4. **Tuition and Receipt of State Subsidy.** In accordance with Chapter 219 of Title 20-A of the Maine Revised Statutes, the New Eustis SAU shall pay tuition and special education costs to SAD 58 for students residing in Eustis who attend SAD 58 schools outside of Eustis under section 3 of this Agreement. Pursuant to 20-A M.R.S. § 1466(4)(A)(1), the tuition rate for students in grades 9-12 shall be determined under 20-A M.R.S. § 5805(1) during FY 2013-2014. Thereafter, through June 30, 2023, tuition shall be 105% of the rate determined under 20-A M.R.S. § 5805(1). During FY 2013-2014, under Chapter 606-B of Title 20-A of the Maine Revised Statutes, the Essential Programs and Services Funding Act, the New Eustis SAU will receive the State education subsidy allocations for Eustis students attending SAD 58 schools on a tuition basis.

5. **Special Education.**

- a. **Eustis Special Education Students Attending New Eustis SAU Schools.** The New Eustis SAU will provide for continuity of programming for all special education students residing within the Town of Eustis attending New Eustis SAU schools. The New Eustis SAU assumes all responsibilities for decisions related to special education for these students.
- b. **Eustis Special Education Students Attending SAD 58 Schools.** For students residing in Eustis attending SAD 58 schools pursuant to this Agreement, SAD 58 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 SAD 58 has an appropriate program to

meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether SAD 58 can implement the terms of the IEP, and whether SAD 58 has an appropriate program or placement for a student pursuant to the requirements of the IEP, shall be made by SAD 58 after a careful review of the IEP for the student. In no event shall SAD 58 refuse to provide needed special education services as provided in the IEP for students residing in Eustis who are permitted to attend SAD 58 schools under this Agreement, except for student removals of not more than 10 cumulative school days in the school year, when the student has been properly expelled from SAD 58, or when SAD 58 has determined that SAD 58 cannot provide an appropriate program or placement for that student. The New Eustis SAU's Director of Special Education Services (or designee) shall represent the New Eustis SAU for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for Eustis students attending SAD 58 schools. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the New Eustis SAU's Director of Special Education Services (or designee) at that Team meeting shall make the decisions on those issues, subject to the parent's due process rights in relation thereto. SAD 58 personnel will work cooperatively with the New Eustis SAU's Director of Special Education Services (or designee), and, upon request will provide the New Eustis 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 Eustis SAU's Director of Special Education Services (or designee) shall provide input to SAD 58's Special Education Director on the proper implementation of the IEPs of Eustis special education students attending SAD 58 schools or perceived deficiencies in IEP implementation. SAD 58 shall give due consideration to that input.

The New Eustis SAU shall be responsible for all the costs of special education for special education students residing in Eustis attending SAD 58 schools following the Effective Date pursuant to the terms of this Agreement. The New Eustis SAU shall pay SAD 58 for the special education costs of any such student as follows:

The tuition rate calculations under sections 5804 and 5805 of Title 20-A 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 Eustis SAU, in addition to the tuition for those students as calculated under section 4 of this agreement, 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. For purposes of this subsection, 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, facilities modifications, and attorneys' fees incurred by SAD 58 in connection with disputes with third parties over delivery of special education services and/or section 504/ADA plan services for individual Eustis students. SAD 58 shall provide an itemized invoice to the New Eustis SAU for such special education costs during the fiscal year in which the special

education costs are incurred. SAD 58 will invoice monthly in the same manner as for other tuition students.

6. **Need for School Construction.** Withdrawal of Eustis from SAD 58 will not create the need for state subsidized school construction within five years from the effective date of withdrawal.
7. **Transportation.** The New Eustis SAU shall have full responsibility for transporting its students to and from SAD 58 schools. Eustis will provide transportation to the SAD 58 secondary school on a daily basis for 10 years as long as secondary programming is available.

To facilitate the New Eustis SAU's transportation of students, SAD 58 shall transfer to the New Eustis SAU without charge the three buses listed on **Exhibit 1** to this Agreement.

8. **Financial Commitments from Outstanding Bonds or Notes.** SAD 58 is indebted on bonds issued for the Strong Elementary School, the Phillips Elementary School, and the Stratton Elementary School. These include bonds for State-approved debt service and bonds for local-only debt service. Under 20-A M.R.S. § 1466(16) when a municipality withdraws from a regional school unit having outstanding indebtedness, the SAD 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.
 - a. **Debt Service on Stratton Elementary School.** On October 27, 2005, SAD 58 issued a bond in the principal amount of \$950,000 for the addition to the Stratton Elementary School (the "2005 Bond"). As of the Effective Date, SAD 58 will owe \$285,000 in principal and \$14,487.50 in interest for this indebtedness. Under 20-A M.R.S. § 1466(16)(A), when a municipality withdraws from a regional school unit having outstanding indebtedness, the RSU remains intact for the purpose of retiring and securing that indebtedness, provided that the withdrawal agreement may provide for alternate means for retiring the outstanding indebtedness. As an alternate means for retiring the outstanding indebtedness on the Stratton Elementary School, the New Eustis SAU shall pay the remaining indebtedness for the addition to the Stratton Elementary School directly to SAD 58 at least thirty (30) days prior to the due date of each installment of principal and each interest payment and cover the costs incurred in case of late payments.

At the time SAD 58 issued the 2005 Bond, it executed an Arbitrage and Use of Proceeds Certificate (attached as **Exhibit 2**), in which it made 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, ensured to bondholders that the 2005 Bond would retain its tax exempt status. Upon the transfer for the Stratton Elementary School to the New Eustis SAU, the New Eustis SAU shall be responsible for these certifications and representations. By this Agreement, the New Eustis SAU agrees to be fully bound by all of the terms of the Arbitrage and Use of Proceeds Certificate, including without limitation the following provision:

[The school construction project at Stratton Elementary School (the "Project")] is and will be owned by [SAD 58 (the "Unit")] and will not be leased to any person who is not a state or local government unit. Except with respect to management contracts that satisfy the safe harbor guidelines set forth in Revenue Procedure 97-13, 1997-1 C.B. 632, the Unit will not enter into any contracts or other arrangements including without limitation, management contracts, capacity guarantee contracts, take or pay contracts or put or pay contracts, with persons who are not state or local governments pursuant to which such persons have a right to use or make use of the Project on a basis not available to members of the general public.

- b. State Approved Debt Service on Strong Elementary School. In 1996, SAD 58 issued a bond which was approved for purposes of State debt service subsidy, in the principal amount of \$2,993,123 for the construction of an addition to the Strong Elementary School. At the time this bond was issued, the Town of Eustis was a member municipality of SAD 58 and became legally obligated to pay its proportionate share of this debt. As of the Effective Date, SAD 58 will owe \$598,624.60 in principal and \$56,270.23 in interest on this obligation. As an alternate means of retiring the existing State approved indebtedness for the Strong Elementary School under 20-A M.R.S. § 1466(16), Eustis shall remain obligated for and shall pay its allocable share of the RSU's existing State approved debt service for the Strong Elementary School, calculated on the basis that SAD 58 has remained intact, with Eustis as a member municipality of SAD 58, for purposes of paying that debt service. The New Eustis SAU shall make such payment to SAD 58 at least thirty (30) days before the due date of each installment of principal and interest.
- c. Revolving Renovation Loan for Addition to Phillips Elementary School. In 2003, SAD 58 issued a bond in the principal amount of \$824,490 for a revolving renovation fund loan for the addition to Phillips Elementary School. At the time this bond was approved, the Town of Eustis was a member municipality of SAD 58 and became legally obligated to pay its share of this indebtedness. As of the Effective Date, SAD 58 will owe \$41,306.90 in principal and no interest on this obligation. As an alternate means of retiring Eustis's share of this indebtedness, the New Eustis SAU will pay SAD 58, thirty two and 28/100ths percent (32.28%) of the final principal installment on this indebtedness or \$13,333.87 on July 1, 2013.
- d. Fiscal Agent. SAD 58 shall accept any amounts paid by the New Eustis SAU to SAD 58 for Eustis's share of debt service obligations under this Section 8 and under Section 10 of this Agreement as the fiscal agent of the New Eustis SAU and such amounts shall not be included in SAD 58's budget.

9. Other Financial Commitments.

- a. SAD 58 signed a three-year contract with Superintendent Brenda Stevens in 2011, for a term that continues through June 30, 2014 (the "Superintendent Contract"). Within

sixty (60) days of a finalized audit, Eustis will contribute \$33,000 toward the superintendent's salary to fulfill its 2013-14 contractual obligations.

- b. On June 15, 2012, SAD 58 entered into a photocopier lease purchase agreement with Gorham Leasing Group for the lease purchase of five photocopiers. As of June 30, 2013, the outstanding amount due for principal and interest payments will be \$132,275, payable in five (5) annual installments of \$26,455. As an alternate means of retiring this financial obligation SAD 58, exclusive of Eustis, shall retain the five copiers subject to this lease purchase agreement and SAD 58, exclusive of Eustis, shall be responsible for making any payments that may become due under the terms of the lease purchase agreement.
- c. The Parties acknowledge that SAD 58 may be liable for future legal claims based on incidents arising prior to July 1, 2013, when Eustis was a member of SAD 58. The New Eustis SAU shall be responsible for and agrees to pay 32.28% of SAD 58's costs, expenses, damages, and other losses arising from such claims, including costs to defend such claims, to the extent that SAD 58's costs, expenses, damages, and other losses are not covered by insurance or other sources. SAD 58 shall give written notice of such claims to the New Eustis SAU within 30 days after SAD 58 receives notice of a claim. SAD 58 shall regularly update the new Eustis SAU regarding the status of such claims, and shall consult with the Superintendent of the New Eustis SAU before entering into a settlement of such claims.
- d. In the event that SAD 58 becomes the subject of a federal or state audit for a period when Eustis was a member of SAD 58 and as a result of such audit SAD 58 is subject to any payment obligation or withholding by federal or state authority, then the New Eustis SAU shall reimburse SAD 58 for 32.28% of the amount of such payment obligation or withholding including without limitation, any interest and penalties thereon, within thirty (30) days of any such payment by SAD 58 or any such withholding from SAD 58. If as a result of such audit SAD 58 receives any rebate, refund, credit or overpayment from any federal or state authority, then SAD 58 shall reimburse the New Eustis SAU for 32.28% of such rebate, refund, credit or overpayment within thirty (30) days of any such payment or credit to SAD 58.

10. Financial Commitments for Bonds or Notes Issued During FY 2012-2013. During FY 2012-2013 SAD 58 may issue bonds or notes or enter into additional lease purchase financing arrangements to upgrade facilities at the SAD'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 other need. If Eustis withdraws from SAD 58 as of June 30, 2013, under 20-A M.R.S. § 1466(16), SAD 58 will remain intact for purposes of retiring and securing that indebtedness.

To the extent that such indebtedness is related to real or personal property located at or serving only school facilities in Eustis and is a general obligation, the SAD 58 school board shall provide for the debt to be approved at an SAD 58 referendum vote conducted in

accordance with the general laws but only in Eustis and not in the other SAD 58 member towns. Prior to the Effective Date, the obligations will be authorized to be issued by the SAD 58 school board in the name of SAD 58, but these obligations shall be obligations only of the New Eustis SAU, and to the extent the obligations are general obligations they shall be secured by ad valorem taxation in Eustis but not the other member town of SAD 58. On or after the Effective Date, the obligations will be authorized to be issued by the selectmen or other school or municipal officers, as applicable to the New Eustis SAU under the general laws, except that, as provided herein, any voter approval requirement applicable to the issuance of such indebtedness shall be deemed to have been satisfied by the referendum approval in Eustis as described under these procedures. Whether issued before or after the Effective Date, in either case, the New Eustis SAU hereby agrees to assume, and at its own expense to pay, such indebtedness entirely from funds of the New Eustis SAU with no contribution or participation by SAD 58.

To the extent that such indebtedness is related to real or personal property located at or serving only school facilities in an SAD 58 town or towns other than Eustis and is a general obligation, the SAD school board shall provide for the debt to be approved at an SAD 58 referendum vote conducted in accordance with the general laws in the SAD 58 member towns that have not voted to withdraw prior to the referendum vote (thus excluding Eustis from participation in that referendum vote). The obligations will be authorized to be issued by the SAD 58 school board in the name of SAD 58 but these obligations shall not be obligations of the New Eustis SAU, and to the extent the obligations are general obligations they shall be secured by ad valorem taxation in the member towns of SAD 58 that have not voted to withdraw prior to the referendum vote (thus excluding Eustis and the New Eustis SAU from that general obligation). SAD 58 hereby agrees to assume, and at its own expense to pay, such indebtedness entirely from its own funds with contribution and participation only from SAD 58 member towns that have not voted to withdraw as of the referendum date, thus excluding the New Eustis SAU from contribution and participation in that obligation.

11. Disposition of Real and Personal Property.

- a. Real Property and Fixtures. Title to the real property upon which the Stratton Elementary School is located is currently vested in SAD 58 by virtue of ___ deeds recorded in the Franklin County Registry of Deeds in Book ____, Page ____ (see attached **Exhibit 3**). Subject to approval of this Agreement by the voters of the Town of Eustis, following the date of Eustis withdrawal, SAD 58 shall convey all of its rights to the real property described in these deeds to the New Eustis SAU by quitclaim deed.
- b. Personal Property. In addition to the school buses listed in Exhibit 1, any and all personal property located at the Stratton Elementary School properties or used exclusively for Eustis school programs as of the date of withdrawal, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the New Eustis SAU on the date of withdrawal. Following the Effective Date, SAD 58 shall provide the New Eustis SAU with a bill of

sale or other instrument of transfer as reasonably necessary to establish the New Eustis SAU's right, title and interest in such personal property.

12. Undesignated Fund Balance and Other Monetary Assets.

- a. Undesignated Funds. Within sixty (60) days of a finalized audit, provided that SAD 58's undesignated fund balance exceeds \$300,000 as of June 30, 2013, SAD 58 shall pay the New Eustis SAU \$33,000, as its share of the fund balance.
- b. Scholarship Funds. Scholarship funds intended for Eustis students will be turned over to the New Eustis SAU. These scholarship accounts are listed on **Exhibit 4.**

13. Continuation of Collective Bargaining Agreements.

There are two collective bargaining agreement (CBAs) that currently pertain to SAD 58 employees that will be employed by the New Eustis SAU following Eustis's withdrawal as follows:

Employee Unit	Term	Applies to
Mount Abram Teachers Association	September 1, 2009 to August 31, 2012	Teachers in SAD 58
Council 93, AFSCME, AFL-CIO	July 1, 2012 to June 30, 2015	Bus Drivers, Custodian/Bus Drivers, Utility Drivers, Mechanics, and Maintenance Personnel

- a. Collective bargaining agreements listed above that are in effect on the Effective Date and that expire after the Effective Date shall, to the extent they cover employees of SAD 58 assigned full-time to Stratton Elementary School as of January 1, 2013, and who have a right to continued employment as of June 1, 2013, be assigned to and assumed by the New Eustis SAU as of the Effective Date.
- b. If withdrawal is approved by the voters of Eustis, the SAD 58 board shall have no further authority to bargain with respect to employment positions to be assigned to the New Eustis SAU for any period following the Effective Date.
- c. If any collective bargaining agreement covering employment positions to be assigned to the New Eustis SAU has expired and no successor agreement has been executed as of the Effective Date, New Eustis SAU shall maintain the static status quo, as defined by applicable law existing under the expired agreement with regard to employment positions assigned to the New Eustis SAU.
- d. Employees occupying employment positions that are included in existing bargaining units and are assigned to New Eustis SAU shall continue to be represented by the bargaining agents representing them before the Effective Date.
- e. A list of employees and positions assigned full-time to Stratton Elementary School is attached to this Agreement as **Exhibit 5.** This list shall be updated to June 30, 2013 by

SAD 58 and the updated list shall be attached to this Agreement as **Replacement Exhibit 5**.

- f. For employees who are employed by SAD 58 but are assigned for part of the workday or workweek to the Stratton Elementary School, SAD 58 shall have sole discretion as to those employees' work assignments. If the New Eustis SAU determines that the work assignment determined by SAD 58 does not meet its needs, the New Eustis SAU may elect not to accept such assignment and may contract on its own for the applicable service. After July 1, 2013, if any employees of SAD 58 continue to be assigned for part of the workday or workweek to Eustis, Eustis will pay for its proportional share of the costs of those employees. Employees who are employed by SAD 58 but who are assigned for part of the workday or workweek to the Stratton Elementary School are listed on **Exhibit 6** attached.

14. Continuing Contract Rights under Section 13201.

The withdrawal of Eustis will not affect the continuation of continuing contract rights under 20-A M.R.S. § 13201. On June 30, 2013, the effective date of withdrawal, all continuing contract teachers assigned full-time to the Eustis schools in 2012-2013 who have not been non-renewed shall become continuing contract teachers of the New Eustis SAU. The New Eustis SAU shall credit probationary teachers assigned to the New Eustis SAU who become employees of the New Eustis SAU with prior consecutive years of probationary service, if any, that they accumulated as employees of SAD 58. A list of continuing contract teachers and probationary teachers with their number of years of service toward continuing contract status, assigned to the Eustis schools is attached as **Exhibit 7**. This list shall be updated to June 30, 2013, by SAD 58 and the updated list shall be attached to this Agreement as **Replacement Exhibit 7**.

15. Transition of Administration and Governance.

If this Agreement is approved by the Commissioner of Education and the voters of Eustis, the administration and governance of education for Eustis students will be transferred directly from SAD 58 to the New Eustis SAU as of July 1, 2013, except as provided herein with respect to Eustis students attending SAD 58 schools as tuition students. The Town of Eustis will become a municipal school unit.

In the event of a positive vote to withdraw from SAD 58 by the Town of Eustis, the Town of Eustis will, as soon as possible, hold an election to form the Eustis School Committee according to state law. Until such election can be held, the Eustis Withdrawal Committee shall have authority to perform all duties and responsibilities required for withdrawal from SAD 58 and preparation for the New Eustis SAU.

As soon as is practicable, the Eustis School Committee will contract for administrative services to put in place policies and practices necessary to support educational services to Eustis resident students, including the development of a budget, the transfer of employment

contracts, and the continuous provision of necessary services. Where possible and reasonable, cooperative agreements and other forms of collaboration with neighboring SAUs may be considered.

If this withdrawal agreement is approved by the Commissioner of Education and the withdrawal of Eustis as of June 30, 2013, is approved by the voters of Eustis, the voters of Eustis shall not participate in the approval of the SAD 58 budget for the fiscal year 2013-2014 at either the budget meeting or the budget validation referendum and shall not vote on whether or not to continue the budget validation referendum process in SAD 58.

16. Procedural elements.

- a. Superintendents' Agreements.** Nothing in this Withdrawal Agreement shall limit the availability or use of Superintendents' Agreements with respect to any student under this Agreement.
- b. Dispute Resolution.** Any dispute between Eustis, the New Eustis SAU and SAD 58 (hereinafter individually 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 90 days, then each retains all rights and legal and equitable remedies provided by law.

Notwithstanding the preceding paragraph, the substantially prevailing party in any dispute involving a claim that either party has breached its financial obligations under Paragraphs 4, 5, 8, 9, 10, and/or 11 shall be entitled to recover its costs and legal expenses, including attorney's fees.

- c. Applicability to Successor School Administrative Units.** Upon approval by the Maine Commissioner of Education, approval by a 2/3 majority vote of the Town of Eustis pursuant to 20-A M.R.S. § 1466(9-A), and Commissioner determination of voter approval pursuant to 20-A M.R.S. § 1466(13), this Agreement shall be binding upon the Town of Eustis, the New Eustis SAU, and any successor school administrative units that Eustis may join, merge with or otherwise be included in as a member during the term of this agreement, and on SAD 58 and its successor school administrative units.

Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Eustis, the New Eustis SAU, or SAD 58, or their respective successor school administrative units, is or becomes a party.

- d. Amendment.** This Agreement may be amended by mutual written agreement of the Parties or the governing bodies of SAD 58 and the New Eustis SAU with the written approval of the Commissioner of the Maine Department of Education.
- e. Termination.** This Agreement shall remain in effect until such time as it may be terminated by mutual written agreement of the governing bodies of SAD 58 and the New Eustis SAU with the prior written approval of the Commissioner of the Maine Department of Education.
- f. 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 2/3 majority vote at a referendum conducted in Eustis as required by 20-A M.R.S. § 1466(9-A).
- g. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[signature page to follow]

Signed at Eustis, this _____ day of _____, 2013.

For the Withdrawal Committee of the Town of Eustis:

Name: Susan Fotter
Member from the SAD No. 58 Board of Directors

Name: Jane Wilkinson
Member and representative from Municipal Officers (Member of the Board of Selectmen)

Name: Ryan Hemingway
Member at Large

Name: Alan Burnell
Member of Petitioning Group

For School Administrative District No. 58

Signed at Salem Township, this _____ day _____, 2013.

Name: Ann Schwink
Vice Chair, SAD No. 58 Board of Directors

Signed at Augusta, this _____ day _____, 2013.

Approved as a Final Withdrawal Agreement under Title 20-A M.R.S. § 1466(5)

Stephen L. Bowen
Maine Commissioner of Education