

Plan to Reorganize
The Dayton School Department,
Old Orchard Beach School Department and
Saco School Department into a
Regional School Unit

09/19/2008

Submitted to the Commissioner of Education
For the State of Maine by:
The Dayton School Department,
Old Orchard Beach School Department, and
Saco School Department

Regional School Unit

REORGANIZATION PLAN

SAU Submitting: Dayton School Department, Old Orchard Beach School Department and Saco School Department,

Contact Information: Michael Lafortune, Jack Turcotte

Date Submitted by SAU:September 19, 2008

Proposed RSU Operational Date: July 1, 2009

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Saco School Department	Saco School Department
Dayton School Department	Dayton School Department
Old Orchard Beach School Department	Old Orchard Beach School Department
Arundel School Department	

Contact Information:

RPC Chair

Name: David Galli
 Address: 8 Tiffany Lane
Saco, Maine 04072
 Telephone: (207) 283-3490
 email: dgalli@yorkschoools.org

Date Plan Submitted: September 19, 2008

Proposed RSU Operational Date: July 1, 2009

Signature/Title Michael Lafortune Superintendent of Schools	Date	SAU – Dayton School Department
Signature/Title Jack Turcotte Superintendent of Schools	Date	SAU – Old Orchard Beach School Department
Signature/Title Michael Lafortune Superintendent of Schools	Date	SAU – Saco School Department
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed Regional School (hereinafter “the RSU”) includes the following school administrative units.

- A) Dayton School Department
- B) Old Orchard Beach School Department
- C) Saco School Department

Note: During the organization of this new district, the Arundel School Department was also part of the planning process. Arundel has since decided to go in a different direction. This committee would like to recognize that fact and leave open the option for Arundel to return in the future if they so choose.

2. The size, composition and apportionment of the governing body.

The new regional school unit Board of Directors shall be comprised of seven members: 4 Saco residents elected by the City of Saco; 2 Old Orchard Beach residents elected by the Town of Old Orchard Beach; 1 resident of Dayton elected by the Town of Dayton. Each member will serve a 3-year term, except that the initial terms of the members of the first RSU Board shall be staggered in the following order.

Dayton: one 3-year term

Old Orchard Beach: one 2-year term
one 3 year term

Saco: one 3year term; one 2-year term and two 1-year terms

During the creation of this new board, a great deal of discussion centered on a six ward system based on wards with an equal number of voters which overlapped municipal boundaries. See Exhibits 2-A and 2-B. This plan expressly reserves to the RSU Board of Directors the right to request reapportionment pursuant to 20-A M.R.S.A. §1475 in accordance with the six ward model after the third operational year of the RSU, if the Board of Directors determines there are problems with the method of apportionment established by this plan

3. The method of voting of the governing body.

Each municipality in the new regional school unit shall elect the number of its residents to serve on the board as shown in the table below to meet the one person/one vote requirement of Maine’s Constitution, and the statutory deviation

tolerance of +/- 5%. The RSU board members' votes shall be weighted as follows:

Municipality	Population	# of Board Members	Votes	# of Votes per Member
Saco	18289	4	616	154
Old Orchard Beach	9349	2	316	158
Dayton	2026	1	68	68
Total	29664	7	1000	

A quorum for a meeting of the regional school unit board shall require at least four members of the board and a majority of the weighted votes to be present at the meeting. A vote of the regional school unit board shall require a two-thirds majority of the weighted vote cast at a meeting at which a quorum is present.

(See Exhibits 2-B & 3-A/Demographic Map & Demographic/Facility Background)

4. The composition, powers and duties of any local school committees to be created.

No Local School Committees shall be created by the RSU

5. The disposition of real and personal school property.

A. Real Property and Fixtures. All real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the Dayton School Department, Old Orchard Beach School Department and Saco School Department shall be conveyed to the RSU. The RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such real property and fixtures.

There are no real property interests and associated fixtures that shall not be transferred. All real property and fixtures shall be transferred to the RSU.

B. Personal Property. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the RSU as the successor to the Dayton School Department, Old Orchard Beach School Department and Saco School Department.

Exhibits 5-A1, 5-A2, and 5-A3 outline the facility use agreements between each municipality and their respective schools, pertaining to shared usage and responsibilities.

The RSU Board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such personal property.

C. Agreement to Share or to Own Property Jointly. In cases where real or personal school property is shared or jointly used by an SAU with a municipality or other party, the RSU shall be the successor in interest to the SAU, unless that shared or jointly used property has been included in the above lists of excepted real and personal property.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. Bonds, Notes and Lease Purchase Agreements that the RSU Will Assume. The RSU shall assume liability to pay the bonds, notes and lease purchase agreements specified in Exhibits 6A and 6B and Exhibit 6A1, Existing Lease Agreements.

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of RSU shall be assumed by the RSU, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are no longer serviceable or to keep them in normal operating condition.

B. Bonds, Notes and Lease Purchase Agreement that the RSU Will Not Assume. NONE.

C. New Capital Project Debt that the RSU Will Issue and Assume. NONE.

D. New Capital Project Debt that the RSU Will Issue But Will Not Assume. NONE.

E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the RSU will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the RSU will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the RSU.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

A. School Personnel Contracts A list of all written individual employment contracts to which each of the existing Dayton School Department, Old Orchard Beach School

Department, Saco School Department and School Union #7 is a party is attached as Exhibit 7-A.1. Pursuant to Section XXXX-43(5) of P.L. 2007, c.240, individuals on the list who are employed on the day before the operational date shall become employed by the new RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 who do not have written individual employment contracts is attached as Exhibit 7-A.2. Pursuant to Section XXXX-43(5) of P.L. 2007, c.240, individuals on the list who are employed on the day before the operational date shall become employed by the new RSU as of its operational date. This provision does not prevent the existing Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 from terminating employment of the employees in accordance with the applicable law before the RSU's operational date. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. School Collective Bargaining Agreements The collective bargaining agreements listed in Exhibit 7-B1, as to which the Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 are a party, shall be assumed by the RSU as of its operational date. All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the RSU as of the RSU's operational date.

C. Other School Contractual Obligations A list of all other contracts to which Dayton School Department, Saco School Department and School Union #7 are a party and that will be in effect as of the RSU's operational date is attached as Exhibit 7-C.. the RSU shall assume the contracts listed in Exhibit 7-C. as of the operational date. Old Orchard Beach has no contracts that fit this category.

Lynn Ouellette 9/15/08 12:09 PM

Comment: Rework

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

Existing Financial Obligations: Pursuant to Section XXXX-36(5) of P.L. 2007, c.240, the disposition of existing financial obligations is governed by this Plan. Existing financial obligations shall include the following:

- all accounts payable;
- to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles

would be considered expenses of the Dayton School Department, Old Orchard Beach School Department, Saco School Department, and School Union #7, for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the individual school administrative units (SAU) in the year the obligations were incurred; and

- all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Notwithstanding the foregoing, obligations of the SAUs for summer salaries and benefits earned in FY 2009 shall not be considered existing financial obligations of the SAUs under this Section 8 and shall become the obligation of the RSU on July 1, 2009 when the RSU becomes operational.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the RSU to satisfy its remaining existing financial obligations, and the RSU Board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the RSU sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the RSU Board may satisfy those obligations from balances that the SAU transfers to the RSU. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the RSU Board may take any action permitted by law so that all of the municipalities of the RSU are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the RSU Board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. §1506(4).

Additionally, to the extent permitted by law, if in the judgment of the RSU Board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the RSU Board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the RSU's approved budget) to those SAU members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the RSU.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached showing financial obligations which existed as of that date.

Remaining Balances: The balance remaining in SAU school accounts after satisfying existing financial obligations in accordance with this Plan shall be paid to the treasurer of the RSU, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4), except as otherwise provided in this Plan.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4) or, at any time before an SAU has closed its accounts and ceased normal operations.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached showing remaining balances which existed as of that date.

Reserve Funds: All SAU's within the RSU shall transfer remaining balances of reserve funds to the RSU, except as otherwise specified in this Plan. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. §1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the RSU. Notwithstanding the foregoing, any funds in reserve funds or otherwise designated for summer salaries and benefits earned in FY 2009 transferred by an SAU to the RSU, and any investment earnings thereon, shall be used by the RSU to reduce the RSU's assessments of that SAU in three approximately equal installments over the first three fiscal years of the RSU.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached with detail of these types of funds and balance amounts which existed as of that date.

Scholarship Funds: All SAU's within the RSU shall transfer remaining balances of scholarship funds to the RSU. Scholarships shall be limited to the original pool of potential recipients, and distributed in the manner as to which they were intended, unless otherwise provided by the donor or by applicable law.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached with detail of these types of funds and balance amounts which existed as of that date.

Trust Funds: All SAU's within the RSU shall transfer remaining balances of trust funds to the RSU. The RSU Board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached with detail of these types of funds and balance amounts which existed as of that date.

Audited financial statements for FY 2008 and FY 2009 shall be added as Exhibits to this Plan for purposes of this Section 7 of the Plan as they become available.

9. ***A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.***

A Transition Plan and Timetable for the New RSU

The Plan's Guiding Principal to Minimize Disruption during School Unit Reorganization: Creation of a Pre-Reorganization Transition Committee

A guiding principle of this Plan is to ensure that the reorganization of the Dayton School Department, the Old Orchard Beach School Department and the Saco School Department, into the RSU minimizes as much as possible any disruption to the schools' educational programs. The Reorganization Planning Committee shall dissolve on the date of final approval of the RSU Plan by the Commissioner of Education. Prior to that date, the Dayton School Department, the Old Orchard Beach School Department and the Saco School Department, shall jointly create a successor RSU Transition Committee, and shall appoint its members, which shall include the SAU's Superintendents, Business Managers, School Board/Board of Education Chairs and Board Finance Committee Chairs (if applicable), representatives of the member municipalities, and such other persons as the School Boards determine to be appropriate. The RSU Transition Committee shall convene upon the dissolution of the Reorganization Planning Committee, and shall undertake such tasks as the following:

-In accordance with Section 12, undertake a methodical, detailed and comprehensive analysis of project transition costs and long-term savings from reorganization, and how such savings will be achieved. The analysis is to be completed in time for review by voters prior to the referendum on the Plan, and should include a comparison of projected tax impacts with school reorganization to projected tax impacts without school reorganization;

Request funds from the SAUs as necessary to support the work of the RSU Board until it becomes operational in fiscal year 2009-2010, to be paid by the member municipalities in proportion to their populations as shown in Section 3 of this Plan;

-Provide factual information to the voters of Dayton, Old Orchard Beach and Saco regarding the plan; and,

-Complete such other pre-organization tasks as may be appropriate.

The RSU Transition Committee shall be dissolved on or before the operational date of the RSU.

Reorganization Timetable:

The timetable for adoption and implementation of the reorganization plan is as follows:

September, 2008: Submit final reorganization plan to form the RSU to the Commissioner of Education for approval;

September, 2008: The Dayton School Department, Old Orchard Beach School Department and Saco School Department appoint members of the RSU Transition Committee;

September, 2008 or thereafter: On the date of final approval of the reorganization plan to form the RSU by the Commissioner of Education, the Dayton/Old Orchard Beach/Saco Reorganization Planning Committee (RPC) shall be dissolved, and the RSU transition Committee shall convene;

November 4, 2008: The reorganization plan to form the RSU is submitted by referendum to the voters of Dayton, Old Orchard Beach and Saco;

November, 2008: State Board of Education issues Certificate of Organization to the RSU;

November - December, 2008: Meeting of SAU school boards to elect RSU interim secretary and determine date for election of RSU board;

February - March, 2009: The RSU Board members are elected;

Spring 2009: RSU Board hires a superintendent, consolidates policies and procedures, and develops an RSU budget for fiscal year 2009-2010;

Spring 2009: RSU Budget meeting and Budget validation referendum for adoption of RSU budget for fiscal year 2009-10;

July 1, 2009: The RSU becomes operational.

Transition Plan for the RSU from fiscal year 2008-2009 to fiscal year 2009-2010:

The RSU Board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the RSU.

The RSU Board shall select a Superintendent of Schools in accordance with Section 1051 of Title 20-A. During the interim period, the salary, office and other expenses of the Superintendent, as well as the cost of the RSU Board, including insurance, shall be allocated to the SAUs as provided below.

The RSU Board shall propose and approve a recommended budget in accordance with 20-A M.R.S.A. §1482 for the first operational year for submission to the voters of the RSU. The budget format, approval procedures and assessments for the RSU's first operational year budget shall be in accordance with 20-A M.R.S.A. §1482-1489. The RSU Board shall have all necessary authority for those purposes. This shall be considered the first year of use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to Section 1486(1).

Transition Plan for Personnel and Other Policies:

All personnel and other policies existing in the previous Dayton School Department, Old Orchard Beach School Department and Saco School Department shall continue to apply (and with the personnel policies, to the same employment positions) after they become part of the RSU until such time as the RSU Board and Superintendent develop and adopt District-wide policies in accordance with applicable law, for application after the District's operational date.

General Authority of the RSU Board to Implement the Plan:

The RSU Board shall be authorized to take all other actions and shall have all other authority provided under State law to implement fully this Reorganization Plan, including the authority to open and maintain accounts, to incur expenses in accordance with the approved budget to be allocated among the member municipalities in accordance with the provisions of Section 13-B, and to file applications for school construction projects and revolving renovation fund loans and other available funding.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Please see Exhibit 10-A Minutes of all RPC meetings. The public has been invited to attend these meetings.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

- A. If this Plan is rejected by either the voters of Old Orchard Beach or Dayton, Saco will continue to implement this Plan with the remaining school administrative unit subject to approval by the Commissioner of Education, or if both Old Orchard Beach and Dayton do not approve this Plan, Saco shall explore the completion of an alternative plan as stand alone municipal school unit.
- B. If this Plan is rejected by the voters of Saco, Old Orchard Beach and Dayton will continue to implement this Plan subject to approval by the Commissioner of Education. Saco may explore an alternative plan in accordance with subsection A.
- C. If this Plan is rejected by the voters of Saco, Old Orchard Beach and Dayton, the RSU shall not be formed under this plan. Each SAU may re-start the process to form a regional school unit or an alternate organization structure with the same or other school administrative units. Saco may explore an alternative plan in accordance with subsection A, and each SAU may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).
- D. If this Plan is rejected by Dayton and Saco, Old Orchard Beach shall explore alternative consolidation partners or seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX 36(11).
- E. If this Plan is rejected by Saco and Old Orchard Beach, Dayton shall explore alternative consolidation partners or seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX 36(11).

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

It is the opinion of the RPC that regionalizing the 3 districts' administrative offices elimination of duplicate services and/or personnel shall result in a savings of +/- \$200,000. It is further projected that savings in the areas of transportation, Special Ed, maintenance and grounds will result in savings of +/- \$20,000. Miscellaneous savings such as software licensing, board insurance, etc. should also show a demonstrable saving to the RSU. The committee also anticipates that the economies of scale of a larger district may result in long-term cost savings.

It is the opinion of the RPC that some of the savings realized from the elimination of redundant services or duplicate personnel will be needed for start-up costs of the

newly created RSU, and that some of the savings from improved efficiencies and operating procedures will be needed to sustain quality educational opportunities for all students and staff.

The RPC also recognizes that cost avoidance from penalties will be in excess of 3.3 million dollars, (\$3,300,000) in the first three years of operation. (The committee has been advised that the annual State penalty for failure to comply with the law will be \$1,102,870 the first year of non-compliance and will escalate each ensuing year as the districts' property values increase. Position on building assistance lists and other state aid may also be in jeopardy.)

13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.

No schools will be closed for five (5) years from the beginning date of RSU operation (currently July 1, 2009), unless voted by the town in which said school resides.

13-A Plan to reorganize administration, transportation, building and maintenance and special education.

The RPC has reviewed and discussed the combined expenditures and FTE's for these 4 major areas. No decisions have been made in these areas, (see Exhibit 13-A/Fiscal Year 2008 Combined Budgets and FTE's for all 3 Districts), for existing detail. Such plans are to be included in the analysis completed by the RSU Transition Committee as described in Sections 9 and 12.

13-B Cost Sharing in Regional School Units.

To ensure that the cost sharing of additional local funds in RSU is equitable, the RSU shall apply the following cost-sharing provisions:

For the first operational year of the RSU (FY 2009-10) each municipality shall be responsible for its share of additional local funds allocated among the municipalities in the RSU on the basis of the percentage of each municipality's percentage of additional local funds as calculated for FY 2008-09;

For operational year two of the RSU (FY 2010-11) and subsequent operational years each member municipality shall be responsible for its share of additional local funds, in an amount up to the amount of its share of additional local funds in FY 2010, calculated on the basis of the percentage of each municipality's additional local funds as calculated for FY 2008-09; plus or minus its share of the amount of any increase or decrease in additional local funds from the amount of additional local funds in FY 2010, based 50% on each municipality's percentage of the average number of pupils on April 1 and October 1 in the prior calendar year and 50% on each municipality's percentage of State valuation for the prior calendar year.

The RSU board shall review the cost sharing method in the third operational year of the RSU (FY 2011-12) to determine if any amendments to the cost sharing method should be submitted to the voters of the RSU as provided in Section 14 of this Plan.

13-C Tuition Contracts and School Attendance Policy.

1. **Tuition Contracts:** The tuition contracts in existence as of the date of this Plan is as follows:
 - Saco Contract with Thornton Academy
 - Dayton Consolidated Contract with Thornton Academy
 - Dayton SMS Agreement

2. **School Attendance Policy:** The Dayton School Department, Old Orchard Beach School Department and Saco School Department do not currently offer their students the ability to select which school to attend. The RSU board of directors shall adopt a school attendance policy which determines whether and to what extent students may select the school they wish to attend within the RSU in accordance with applicable state laws.

(See Exhibit 13-C1 and 13-C2/Saco and Dayton Contract with Thornton Academy)

13-D Claims and Insurance

As of the date of submission of this Plan, Saco School Department has one pending claim under the jurisdiction of the Maine Human Rights Commission for a Disability Discrimination complaint No. PA07-0308. This section of the Plan shall be updated to include any additional claims through the last day before the RSU becomes operational.

13-E Votes to submit plan

The Dayton, Old Orchard Beach and Saco School Boards have each approved by majority vote the submission of this school reorganization plan prepared by the Dayton, Old Orchard Beach, and Saco Reorganization Planning Committee pursuant to Section XXXX-36(5)(M) of P.L. 2007, c.240, to reorganize into a regional school unit with an operational date of July 1, 2009, and have authorized and directed their Superintendents of Schools to submit this Plan to the Commissioner of Education.

14. Amendment of the RSU Plan.

Upon adoption of this Plan by a majority of the voters of the member school administrative units of the RSU, any amendment to this Plan shall require

approval by the Commissioner of Education and by the majority of the RSU board members and a majority of the voters of the RSU, except that any amendment to Section 13-B of this Plan (cost sharing) shall require approval by at least a two-thirds (2/3rds) majority of all the board members of the RSU, including at least one board member from each municipality in the RSU, and approval by a majority of the voters of the RSU. Although amendments to the Plan may be submitted to the Commissioner of Education and for a vote at any time, the RSU Board shall conduct a comprehensive review of the Plan in the RSU's fifth operational year (FY 2013-14), to determine if any amendments are appropriate. Any amendments to this Plan prior to its approval at referendum must be approved by the Commissioner of Education.