

MAINE STATE LEGISLATURE

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ONE HUNDRED AND FIRST LEGISLATURE

Legislative Document

No. 1579

H. P. 1101

House of Representatives, June 3, 1963

Reported by a Majority of the Committee on Education and Printed under
Joint Rules No. 10.

HARVEY R. PEASE, Clerk

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED
SIXTY-THREE

AN ACT to Provide for the Reorganization of School Administrative District
No. 3.

Be it enacted by the People of the State of Maine, as follows :

Sec. 1. School Administrative District No. 3 reorganized; towns removed. School Administrative District No. 3, situated in the County of Waldo, is hereby reorganized to comprise the Towns of Unity, Troy, Knox, Waldo, Thorndike, Montville, Freedom and Jackson. The Towns of Liberty, Brooks and Monroe are removed and withdrawn from said School Administrative District No. 3 as previously constituted and from the effective date of this act shall revert to their prior status as independent municipalities for all school educational purposes, with all rights and powers and subject to all the duties and liabilities of municipalities pertaining to education.

Sec. 2. School Administrative District No. 3 constituted and established; validation of proceedings in member towns. The towns comprising School Administrative District No. 3, as reorganized by section 1 of this act, are hereby constituted to be a School Administrative District, known as School Administrative District No. 3, with all of the powers, privileges and franchises granted to School Administrative Districts according to the Revised Statutes of 1954, chapter 41, sections III-A to III-U, as amended, the provisions of which, except sections III-F and III-G are hereby incorporated in, made a part of this act and hereby reenacted with the same effect as if set forth verbatim herein. The proceedings taken in town meetings of the towns comprising said district as reorganized, including the election of the present directors of said towns, are hereby validated, confirmed and made effective as if said proceedings had been

taken in connection with said district as herein reorganized, any provisions of the Revised Statutes of 1954, or amendments thereof, to the contrary notwithstanding.

Sec. 3. Amendments. Any amendments or additions to, or changes in said sections III-A to III-U which may hereafter be enacted shall, unless otherwise specifically provided therein, be deemed to apply to and to govern said School Administrative District No. 3.

Sec. 4. Termination of responsibility for education of pupils in towns removed; superintending school committee. Effective October 1, 1963 the responsibilities, duties and liabilities of School Administrative District No. 3, as reorganized, for the education of pupils of the Towns of Liberty, Brooks and Monroe shall terminate, on which date the responsibilities, duties and liabilities for the education of pupils within said Towns of Liberty, Brooks and Monroe shall be vested in each of said towns individually as provided by the Revised Statutes governing education of the pupils in individual municipalities. Prior to October 1, 1963 each of the Towns of Liberty, Brooks and Monroe shall cause to be chosen a superintending school committee of 3 members to hold office as provided by the Revised Statutes, chapter 41, section 46, which committees shall, after October 1, 1963, perform all of the duties required by statute of superintending school committees.

Sec. 5. Payments by towns removed. The Towns of Liberty, Brooks and Monroe shall pay to the treasurer of School Administrative District No. 3 all amounts previously assessed against each town as its proportionate share of expenses and charges for the operation and function of School Administrative District No. 3 for the 1962-1963 school year.

Sec. 6. Distribution of property to towns removed; forfeiture. The title to all real estate situated in the Towns of Liberty, Brooks and Monroe, presently vested in School Administrative District No. 3, shall on October 1, 1963, by operation of law, pass to the town in which the real estate is situated. All moneys heretofore paid by the Towns of Liberty, Brooks and Monroe to School Administrative District No. 3 which have been paid, or which have been allocated, by said School Administrative District No. 3 for the reduction of the school indebtedness of any of the towns comprising said district and heretofore assumed by said district, is hereby forfeited and neither of the Towns of Liberty, Brooks or Monroe shall be entitled to reimbursement of any kind because of such payment or payments. Said district, however, shall have no claim against said towns on account of any such payments or allocation of moneys by it made or to be made. The Towns of Liberty, Brooks and Monroe shall likewise forfeit any moneys remaining in School Administrative District No. 3 as unexpended balances and shall not be entitled to reimbursement of any kind for their proportionate share thereof. On October 1, 1963, or as soon thereafter as may be reasonably practical, School Administrative District No. 3 shall allocate and deliver to the superintending school committees of the Towns of Liberty, Brooks and Monroe said towns' proportionate share of the textbooks, desks, buses and equipment of the districts, either the same or a reasonable equivalent of such property as was turned over by each of said towns at the time each of said towns became a member of said School Administrative District No. 3. In determining the items and

amounts to be transferred to said towns, the Directors of School Administrative District No. 3, or if designated by them, the Superintendent of Schools of School Administrative District No. 3, or a committee appointed by the Directors of School Administrative District No. 3, shall consult with the superintending school committees of said towns for the purpose of making such distribution and any agreement made between them in respect thereto shall be valid and binding and shall constitute a final distribution to the several towns; provided, however, that if an agreement cannot be reached relative to the distribution of said property, either of the parties shall have a right of arbitration as hereinafter provided.

Sec. 7. Teachers contracts to be honored; limitation. The superintending school committees of Liberty, Brooks and Monroe shall determine the number of teachers which shall be required for the ensuing school year in the several towns, which determination shall be made on or before October 1, 1963. The said superintending school committees shall forthwith notify the superintendent of School Administrative District No. 3, in writing, of the said teacher requirement of said towns and said superintendent shall, after consultation with said superintending school committees, assign the contracts of teachers presently under contract with School Administrative District No. 3 who are assigned to teaching positions within said Towns of Liberty, Brooks and Monroe and are deemed by him to be no longer required in School Administrative District No. 3, as reorganized, to the superintending school committees of the towns in which said teachers are so assigned, which committees shall continue to honor said contract or said contracts as if the same had been made directly between said teacher or teachers and said committee, it being the purpose of this section to provide a continuation of the contract rights and benefits of the several teachers of School Administrative District No. 3 who may not be required by School Administrative District No. 3 because of said reorganization. The Superintendent of School Administrative District No. 3 shall forthwith notify any teacher whose contract has been so assigned, in writing, by registered or certified mail with return receipt requested, advising said teacher of such assignment, and said teacher may, within 10 days upon receipt of said notice, advise said superintendent and the school committee to which said contract has been assigned, in writing, by registered or certified mail with return receipt requested, of his desire not to continue said contract, whereupon said contract shall be deemed terminated and all rights, duties and liabilities of the parties thereto shall cease.

Sec. 8. School supervisory union. On October 1, 1963, the Towns of Liberty, Brooks and Monroe are hereby designated and constituted a school supervisory union for the purpose of employing a superintendent of schools and for such other purposes as may be authorized by law.

Sec. 9. Right of School Administrative District No. 3, as reorganized, to dissolve not abridged. Nothing in this act shall be construed as abridging or restricting any of the rights of the several towns of School Administrative District No. 3, as herein reorganized, to dissolve said district. Such dissolution proceedings are authorized as provided by the Revised Statutes of 1954, chapter 41, section III-P.

Sec. 10. School Administrative District No. 3, as reorganized, bond issue

validated. The prior action relative to school construction and the issuance of \$730,000 in bonds or notes is hereby declared to be valid and effective, any provisions of the law to the contrary notwithstanding, and any bonds or notes issued thereunder are hereby deemed to be a valid and binding indebtedness of School Administrative District No. 3 as herein reorganized, provided however that said bonds or notes shall in no way be construed as an indebtedness or liability of any of the Towns of Liberty, Brooks or Monroe, except as a contingent liability in the event of default on said bond or notes in payment in full of the same is not made after levy on all of the assets of said School Administrative District No. 3, as hereby reconstituted, in accordance with the terms and conditions of said notes and bond indenture, and said contingent liability shall be in the same proportion as it would have been had the Towns of Liberty, Brooks and Monroe remained within School Administrative District No. 3 prior to its reorganization.

Sec. 11. Right of arbitration. In the event that the Directors or Superintendent of School Administrative District No. 3, as herein reorganized, are unable to agree with either or all of the superintending school committees of the Towns of Liberty, Brooks and Monroe in regard to any matter contained in this act, and particularly, but not limited to, redistribution of property or assignment of teacher contracts, any of the parties may apply to the Chief Justice of the Supreme Judicial Court of the State of Maine by simple petition setting forth, either briefly or in detail, the matter to be arbitrated and the names of the parties thereto, requesting that arbitration proceedings be instituted in connection therewith. Upon receipt of said petition, the Chief Justice shall forthwith assign the matter to any Justice of the Supreme Judicial or Superior Court who shall, at the earliest possible time, notify the parties of a time and place of hearing on said petition. At said meeting, at which said parties may appear personally or by representative, said justice shall hear said matter and shall determine the issue in an equitable and just manner in keeping with the intents and purposes of this act. Said justice shall reduce his decision to writing and shall furnish copies thereof to each of the parties. The decision of said justice shall be final and binding upon all parties and shall not be subject to appeal. It is intended that such hearing shall be in the nature of an arbitration hearing and the provisions of the Maine Rules of Civil Procedure shall not be applicable; provided, however, that said justice shall have and exercise such powers as he may deem necessary in the making of rules governing the proceeding, the summoning of witnesses, the production of evidence, and such other matters as he, in his sole judgment, deems advisable or necessary for the purposes hereof. Said justice may order that any costs or expenses incurred in connection with said hearing, except attorneys' fees of the parties, be paid by the party bringing said petition, or apportioned among the parties as he deems equitable.

Sec. 12. Subsidy payments to towns withdrawn. Upon the effective date of this act, and thereafter, the Towns of Liberty, Brooks and Monroe shall be entitled to all of the benefits for support of education as provided by the applicable sections of the Revised Statutes of 1954, chapter 41, as amended, which refer to towns which operate as individual units for purposes of education; provided, however, any provision of the law to the contrary notwithstanding, for the purpose of computing any subsidy, the foundation program allowance under

chapter 41, section 237-E, shall be computed without regard to the footnotes therein contained, the expenditures of said towns shall be based upon the actual payments made by each of said towns to School Administrative District No. 3 for the 2 preceding years, and the number of pupils in average daily attendance shall be that number of pupils attending the schools of said district for the period required in said computation for which each of said towns would have been required to provide education if each of said towns had, for said period, operated as an individual municipality for purposes of education.