



Regional School Unit 68

572 Bangor Road | Dover-Foxcroft, Maine 04426
Telephone: (207) 742-8527 Fax: (207) 742-8576
www.sedomocha.org

Stacy Shorey
Superintendent of Schools

February 12, 2026

Maine Department of Education
23 State House Station
Augusta, ME 04333

RE: Non-Utilization of Master Contract Agreement between RSU 68 and Foxcroft Academy

To the Maine Department of Education,

Upon careful consideration, RSU 68 and Foxcroft Academy would prefer not to utilize the proposed master contract agreement for the upcoming school year. Both parties have concluded, after a thorough review, that our locally developed contract would better delineate roles, responsibilities, and compliance obligations than the standardized statewide master contract.

This determination is based on several factors related to the governance and implementation of educational services. Educational programming, including curriculum oversight and responsibility for ensuring the provision of a free appropriate public education (FAPE), remains with the district. The Academy is responsible for the hiring and supervision of staff, and the District funds the delivery of educational services. The agreement further establishes a designated single point of contact for the resolution of concerns, with the district's Special Education Director working directly with the Head of School to review issues, ensure compliance, and determine appropriate next steps. These provisions are not fully addressed within the master contract framework.

The agreement also explicitly affirms that Foxcroft Academy accepts all students. For students with disabilities, disciplinary matters are addressed in accordance with the Individuals with Disabilities Education Act (IDEA) and applicable state regulations. When a student with an Individualized Education Program (IEP) is involved in a disciplinary incident, the district convenes the IEP team, including required participants, to review relevant data and determine appropriate actions. This includes, when applicable, conducting a manifestation determination review, considering the need for behavioral supports or services, and ensuring the continuation of educational services sufficient to enable the student to continue to participate in the general education curriculum and progress toward meeting IEP goals. Procedural safeguards are provided to parents as required.

We believe that this independent agreement provides greater clarity of authority, strengthens accountability, and ensures continued compliance with state and federal special education requirements. Both parties remain committed to a collaborative partnership and will submit all required documentation to the Department for review and approval.

Sincerely,

Stacy Shorey
RSU 68 Superintendent of Schools

Arnold Shorey
Foxcroft Academy Head of School

Building the Future

**Regional School Unit #68
and
Foxcroft Academy**

This contract, made this 14th day of July, 2021, A.D. by and between the TRUSTEES OF FOXCROFT ACADEMY, hereinafter referred to as "THE TRUSTEES," and Regional School Unit #68, as it is now constituted, (Charleston, Dover-Foxcroft, Monson, and Sebec), hereinafter referred to as "THE DISTRICT," pursuant to (Title 20-A M.R.S.A. Sections 2701 through 2703).

NOW THEREFORE, in consideration of the mutual covenants contained, it is agreed as follows:

1. Educational Services: The parties recognize that this is a binding contract for a period of ten years beginning July 1, 2024 and ending June 30, 2034.

THE TRUSTEES agree to accept and THE DISTRICT agrees to send Foxcroft Academy all students who are legal residents of THE DISTRICT attending grades nine, ten, eleven, or twelve and who are otherwise eligible in accordance with Maine Revised Statutes Annotated, Title 20-A, Chapter 213, Section 5201 through 5205 and any additions or amendments thereto.

The exceptions would be placement elsewhere in accordance with federal or state regulations.

2. Tuition and the Insured Value Factor:

(A) In accordance with M.R.S.A. Title 20-A, Section 5806 Secondary School Students: Private Schools for the period of this contract, THE DISTRICT agrees to pay to THE TRUSTEES a per pupil tuition rate at the maximum allowable tuition rate. The tuition rate is composed of both the legal tuition rate and the Insured Value Factor, as defined in M.R.S.A. Title 20-A, Section 5806. THE TRUSTEES will not assess any additional tuition or IVF charges to families and or students residing within RSU #68 throughout the duration of this contract.

3. Payment of Tuition and IVF: THE DISTRICT agrees to pay to THE TRUSTEES both said tuition and the Insured Value Factor according to a payment schedule consistent with THE DISTRICT's accounts payable cycle (every two weeks) with payments to commence in September and conclude in June. Payments will be calculated on a per diem basis for the actual student enrollment as reported to the Department of Education on October 1st and April 1st of each year of this contract adjusted in the following manner. The payment cycle will be divided into three stages. Between the start of school and September 30th, the enrollment shall be the combined enrollment for grades 8-11 as reported on April 1st of the previous year. Between October 1st and March 31st, the enrollment shall be the combined enrollment for grades 9-12 as reported on October 1st. Between April 1st and the close of school in June, the enrollment shall be the combined enrollment for grades 9-12 as reported on April 1st.

By mutual agreement between the Head of School of Foxcroft Academy and the Superintendent of THE DISTRICT, the enrollment figure used for the payment schedule may be adjusted to recognize students in specialized categories such as vocational education students, or students attending Foxcroft Academy on a Superintendent's Agreement, or students whose enrollment status on October 1 or April 1 is questionable. Similarly, by mutual agreement of the Head of School of Foxcroft Academy and the Superintendent of the District, the enrollment figure may be adjusted for students who enroll or dis-enroll from the Academy within 30 days of the October 1 and April 1 dates that normally guide the enrollment figures.

The Head of School of Foxcroft Academy and the Superintendent of Schools for RSU #68 will develop supporting procedures to properly account for non-attending high school age RSU #68 students. The procedures will ensure compliance with State and Federal Truancy Laws and back to school procedures and will allow for timely removal from enrollment to ensure that RSU #68 does not unnecessarily pay tuition for students who do not attend.

THE DISTRICT agrees to provide THE TRUSTEES with timely and advance notification of its accounts payable cycle. In the event that any payment is overdue by more than thirty (30) days, then the Head of School shall inform the Commissioner according to 20-A M.R.S.A. § 5810.

THE TRUSTEES agree to provide to THE DISTRICT accurate enrollment information in a form that can be verified by THE DISTRICT. THE TRUSTEES will notify THE DISTRICT in the event of any individual student being absent from the Academy for (10) consecutive school days.

4. Special Education: THE DISTRICT recognizes that special education services provided by THE TRUSTEES to all Foxcroft Academy students are not included in the general tuition rate established in Paragraph 2. THE TRUSTEES will pro rate all special education services to generate a per diem, per program cost which it will bill to THE DISTRICT consistent with THE DISTRICT's accounts payable cycle (every two weeks) established in Paragraph 3. THE TRUSTEES will assume all costs of general supplies, equipment, texts, and other teaching materials for THE DISTRICT's students in special education for which THE TRUSTEES receive tuition.

It is understood by both parties that THE DISTRICT is responsible for exceptional, individual costs, including such related services as occupational therapy, physical therapy, speech and language therapy or the purchase of specialized equipment, required for special education students residing in THE DISTRICT, but THE DISTRICT will not be responsible for exceptional, individual costs required for special education students residing outside THE DISTRICT.

THE DISTRICT will be exempted from a general tuition charge on students whose entire program is provided by special education services; THE DISTRICT will pay the IVF

assessment for each student in this category. The RSU #68 Director of Special Services will be THE DISTRICT's representative for special education programming, supervision of the Individual Education Plan (IEP) process, and supervision of the student evaluation process at the Academy. Academy personnel will work with THE DISTRICT's Director of Special Services and will provide the Director with all information regarding classroom observations, student performance, academic achievement testing, and the functional behavior assessment components of the student evaluation process.

THE DISTRICT administrator will assist the Academy's special education Department Head and personnel in the implementation of the provisions and services listed in the Individual Education Plans (IEPs). THE DISTRICT will pay a stipend of \$1500 to support the Academy's Special Education Department Head. THE TRUSTEES, in their evaluation of Academy personnel, shall carefully consider evaluation input concerning the implementation of IEPs by Academy personnel, as reported by THE DISTRICT's Director of Special Services to THE TRUSTEES or to the Head of School.

THE TRUSTEES shall require its special education teachers to maintain state certification requisite for their job functions. THE TRUSTEES shall consider for its special education teachers the job description that applies to THE DISTRICT special education teachers. Employment, supervision and evaluation of the special education staff as well as the day-to-day operation of the program will be the responsibilities of THE TRUSTEES.

THE TRUSTEES agree that the Academy will comply with all state and federal special education legal requirements for THE DISTRICT students enrolled at the Academy. THE TRUSTEES agree that the IEP shall have authority to determine the student's placement within existing programs at the Academy, except where THE TRUSTEES determine a student's placement may involve life/safety issues and would warrant an immediate, short-term suspension until an IEP can convene to review the incident and program. In the event that a program or placement does not currently exist at the Academy to meet the needs of a disabled student from THE DISTRICT, as determined by the IEP, the Academy and THE DISTRICT shall work cooperatively to determine whether such a program or placement can be developed in a timely and cost-effective manner at the Academy.

5. Alternative Education: THE TRUSTEES shall assume all program and administrative responsibility for the high school alternative education program for the time period covered by this contract. The Academy reserves the right to limit enrollment in this program if staffing, resources or space issues require such limitations. In addition, the Academy reserves the right to end the Alternative Education Program if staffing, resources or student interest supports such a decision. If the Academy ends the Alternative Education program during this contract period THE DISTRICT, may at its choosing, recreate this program off the Academy's campus and under its own supervision.

6. Vocational Education: THE DISTRICT will pay two-thirds of the contracted per pupil tuition to THE TRUSTEES for each of its students enrolled in approved vocational programs at the Tri-County Technical Center regardless of whether each of these students is enrolled full or part time at the Tri-County Technical Center. For the purposes of this contract a student is defined as being enrolled for the full year in an approved vocational program upon completion of one semester of vocational study as either a full or part time student at the Tri-County Technical Center. THE DISTRICT will pay a two-thirds (2/3) per pupil, per diem rate for students participating in such approved vocational program.

THE DISTRICT will pay the Tri-County Technical Center assessment contingent upon the Center's continued existence and the District's continued membership.

7. In order to better serve the educational needs of students, at the request of the DISTRICT, THE TRUSTEES and the Academy agree to consider the implementation of additional educational programs in a timely manner if such programs fit within the parameters of the Academy's mission and if THE DISTRICT and THE TRUSTEES can agree on the sources and support of such additional programs.

8. Approved School: THE TRUSTEES agree to maintain an approved school under the provisions of 20-A M.R.S.A. § 2901, and will maintain its accreditation by the New England Association of Schools and Colleges, Inc. (NEASC). The TRUSTEES also agree to implement the Maine Learning Results to the extent required by law. Throughout the terms of this Agreement, it shall be the goal of both parties constantly to improve and upgrade the quality of the secondary school education provided hereunder, and THE TRUSTEES recognize and will pursue its duty to work toward the accomplishment of this goal.

9. Rules and Discipline. The parties understand that Foxcroft Academy is an independent (i.e., private) secondary school and that THE TRUSTEES shall have the sole right to promulgate, administer and enforce all rules and regulations pertaining to student behavior, discipline, and use of the buildings and grounds of THE TRUSTEES, provided however that all such final decisions shall be in conformity with applicable Maine and federal law. THE TRUSTEES agree that no student from THE DISTRICT shall be suspended or expelled from the Academy without the student being given an opportunity to provide his or her account of the student's misconduct to the person imposing that discipline. Any student who is expelled from the Academy shall be given an opportunity for an appeal hearing before the Superintending Committee of the Trustees of Foxcroft Academy.

10. THE DISTRICT agrees to provide to the Academy all educational and behavioral information for students who will be attending Foxcroft Academy after

attending SeDoMoCha in order to properly place students in classes and to structure appropriate support services. A team of administrators from both SeDoMoCha and the Academy will facilitate this collaboration and determine a timely and a mutually agreed date for sharing such information. The Superintendent and the Head of School will determine the members of the team and agree to support this collaboration between SeDoMoCha and the Academy.

11. Liaison Committee. There shall be a Liaison Committee composed of three or four members of THE DISTRICT School Board and three or four members of THE TRUSTEES of the Academy, with the Academy's Head of School and THE DISTRICT's Superintendent serving as joint secretaries. The purpose of this Committee shall be to consider and make recommendations to THE TRUSTEES and THE DISTRICT's School Board on issues of curriculum policy that impact District students or that relate to curriculum coordination between the educational programs of THE DISTRICT and the Academy, and on other matters of shared concern between the District and the Academy. Both the Trustees and the School Board agree to give full consideration to any such recommendations, and shall address in good faith the matters raised in any such recommendations.

Meetings of the Committee shall be held monthly (excepting June and July) unless both parties agree to not hold a meeting for a particular month. A mutually agreed upon agenda shall be circulated one week prior to each scheduled meeting. The Committee may agree that a particular issue being considered by the Committee is of sufficient public importance to warrant holding a meeting on that issue in a session that is open for public attendance. Representatives of THE DISTRICT or THE TRUSTEES may request additional meetings of the Liaison Committee outside the schedule mentioned above. Both THE DISTRICT and THE TRUSTEES agree to honor such requests as reasonable and possible.

12. Term of Contract: The parties recognize that this is a binding contract for a period of ten (10) years beginning July 1, 2024 and terminating on June 30, 2034. Individual contract terms may be adjusted by mutual consent of a liaison committee (consisting of the Head of School, the Superintendent, three or four members of THE DISTRICT School Board, and three or four members of THE TRUSTEES), subject to the approval of THE TRUSTEES and the RSU #68 School Board.

13. Cooperative Efforts: THE TRUSTEES and THE DISTRICT agree to resolve any and all disputes that may arise concerning the meaning or intent of the provisions of this contract. If a dispute cannot be resolved between the parties by themselves, they shall mediate such disputes if both parties mutually agree. If no agreement can be reached, each party shall be free to pursue any and all legal or equitable remedies. In pursuit of the common goal of providing as fine a secondary education as is reasonably possible, the Head of School or designee may attend any meeting of the School Board of THE DISTRICT to address specific concerns at the request of the Superintendent or Chairperson. The Superintendent of THE DISTRICT or designee may attend any

meeting of THE TRUSTEES to address specific concerns at the request of the Head of School or the President of the TRUSTEES.

14. Tuition Adjustments: Adjustments in the rate of payment may be addressed through mutual study by the Head of School of Foxcroft Academy and the Superintendent of THE DISTRICT. In the event that the State's method for computing educational costs, state legal tuition or insured value factor changes in such a way as to materially impact either party to this contract, or in the event of any statewide or city tax cap, referendum, statute or regulation materially affecting school funding or subsidy, this contract is subject to renegotiation at the option of the affected party. If negotiations cannot be satisfactorily completed within ninety (90) days, or such longer period of time to which the parties mutually agree, the terms of the existing contract will remain in force until the end of the contract period.

If during a fiscal year, RSU #68 receives a curtailment of State funds, Foxcroft Academy agrees to accept a reduction of tuition based upon a "total per pupil curtailment rate." The Total per pupil curtailment rate will be determined by dividing the total enrollment of RSU #68 (PK-12) into the total curtailment amount. Foxcroft Academy's share of the curtailment will be determined by the number of RSU #68's 9-12 students who are enrolled at FA multiplied by the curtailment rate. (i.e. if RSU #68 receives a \$54,000 curtailment and the total RSU #68 enrollment is 1100 students PK-12, then the per pupil rate is \$49.10 and RSU #68's high school enrollment is 335 students so FA's portion of curtailment would be 335 students multiplied by the per pupil curtailment rate of \$49.10, which in this example is \$16,448.50).

15. Savings Clause: If any provision hereof is unenforceable or declared invalid, in whole or in part, under the laws of the State of Maine, the remainder of this Agreement and the application of such provisions or part thereof shall not be affected thereby. Modifications, amendment or waiver of any of the provisions herein, to be effective, must be agreed upon in writing by both parties. This Agreement shall be governed by the laws of the State of Maine.

FOXCROFT ACADEMY
BY ITS SUPERINTENDING COMMITTEE

REGIONAL SCHOOL UNIT #68
SCHOOL BOARD



