

City of Biddeford
School Committee
March 19, 2018 7:00 PM Little Theater at BHS

- A. Call to Order:**
- B. Roll Call:**
- C. Pledge of Allegiance:**
- D. Adjustments to Agenda:**
 - D.1. ADDENDUM
[Addendum3:19:18.pdf](#)
- E. Consideration of Minutes:**
 - E.1. Minutes from 2/27/18
[Agendaminutes2:27:18.pdf](#)
- F. Student Rep Reports:**
- G. Superintendent's Report:**
- H. Committee Reports: Finance/Building, Grounds; Curriculum; Policy; Waterhouse Advisory Committee**
- I. Old Business:**
 - I.1. 1. Second reading on consideration of 2018-2019 school year calendar draft.
[Biddeford School Calendar Rough Draft 2018-2019 - Year-2.pdf](#)
- J. New Business: Public participation opportunity after each item listed below (3 minutes per item)**
 - J.1. 1. Presentation on Pre-K times and year of review.-ADDENDUM-Rescheduled to next meeting 3/27/18
 - 2. Vote on Interlocal Agreement (Biddeford/Dayton)
 - 3. Vote on Interlocal Agreement (Twelve Southern Maine Schools)
 - 4. Budget Presentation

[BiddefordagendasouthernmaineschoolsRSC Interlocal Agreement 2018-02-28 RAS edits.pdf](#)
[Southern Maine Administrative Collaborative RSC Interlocal Agreement 201....pdf](#)
[Pre-K Presentation handout.pdf](#)
- K. Resignations: Accepted by the Superintendent**
 - K.1. 1. Alexis Hilsinger – Custodian – District
 - 2. Barbara Adriance – Assistant Principal BPS
- L. Nominations:**
- M. Appointments:**
 - M.1. 1. Chris Quint – Head Girls Outdoor Track Coach Stipend ~ BHS
 - 2. Todd Turgeon – Head Boys Lacrosse Coach ~ BHS

ADDENDUM:

3. Adam Flynn-7th Grade Baseball Coach-BMS Stipend

4. Alan Parent-Boys Lacrosse Coach-BMS Stipend

[ChrisQuint.pdf](#)

[ToddTurgeon.pdf](#)

[7thgradebaseballcoach.pdf](#)

[BoysLacrosseCoach.pdf](#)

N. Transfers:

O. Public Participation: (3 minutes; any item)

P. Communications:

Q. Executive Session:

R. Adjournment: - *School Committee Members: Alan Casavant, - Chair, Tony Michaud - Vice Chair, Dennis Anglea, Karen Ruel, Crystal Blais, Lisa Vadnais, Vassie Fowler, & Dominic Deschambault*

Student Members: Jenna Delorenzo - BHS, Washima Fairouz - BHS

Biddeford School Department

Monday, March 19, 2018

7:00pm

Little Theater BHS

ADDENDUM

K. New Business:

- ~~1. Presentation on Pre-K times and year of review.~~ Lindsey Nadeau will present at the next meeting on May 27, 2018.

L. Resignations, Nominations, Appointments & Transfers:

Appointments:

1. Adam Flynn-7th Grade Baseball Coach-BMS Stipend
2. Alan Parent-Boys Lacrosse Coach-BMS Stipend

School Committee Members:

Alan Casavant-Chair	Vassie Fowler
Tony Michaud-Vice Chair	Dominic Deschambault
Dennis Anglea	Karen Ruel
Crystal Blais	Lisa Vadnais

Student Members:

Washima Fairouz-2018
Jenna Delorenzo-2018
cc: Jeremy Ray- Superintendent
cc: Chris Indorf-Asst. Superintendent

Biddeford School Department

Tuesday, February 27, 2018

7:00pm

Little Theater BHS

Minutes

- A. **Call to Order:** Meeting was called to order at 7:01pm
- B. **Roll Call:** Alan Casavant, Tony Michaud, Dennis Anglea, Crystal Blais, Vassie Fowler, Dominic Deschambault, Karen Ruel, Lisa Vadnais, Jenna Delorenzo, Jeremy Ray and Chris Indorf were all present.
- C. **Pledge of Allegiance:** Pledge of Allegiance led by Alan Casavant. A moment of silence was given for the loss of Margi Byrnes, Ed Tech at Biddeford Middle School, and for the loss of Deane Stryker, UNE Student who volunteered in the Biddeford Schools.
- D. **Performance:** Biddeford High School Band ~ Student from the Biddeford High School Band came to perform for the School Board.
- E. **Adjustments to the Agenda: ADDENDUM**
- F. **Approval of Last Meeting's Minutes:** 2/13/18 ~ Dennis Anglea moved, Crystal Blais moved, and all were in favor.
- G. **Student Rep Reports:** Jenna Delorenzo updated the school committee on upcoming events at the Biddeford High School.
- H. **Superintendent's Report:** Jeremy Ray shared updates on sporting events, local community events, and academic events.
- I. **Committee Reports: Finance/Building & Grounds, Curriculum, Policy:** Policy Committee meeting will be rescheduled in March. Dominic Deschambault and Tony Michaud were unable to attend.
- J. **Old Business:**
 - 1. Consideration: Change of School Committee meeting times tabled from last meeting. ~ Tony Michaud moved to remove the consideration from the table, Lisa Vadnais seconded, and all were in favor. Tony Michaud moved to approve the change of School Committee meeting times, Lisa Vadnais seconded, and all were in favor.
 - 2. Second Reading: Overnight field trip – Maine Skills USA – Bangor Maine - March 1st & 2nd ~ Dennis Anglea moved, Crystal Blais seconded, and all were in favor.
- K. **New Business:**
 - 1. 1st Reading: Overnight field trip – Maine Model United Nations Conference – Biddeford Model UN Team - May 16th to May 18th – Teachers in charge: Mr. Minzy

School Committee Members:

Alan Casavant-Chair	Vassie Fowler
Tony Michaud-Vice Chair	Dominic Deschambault
Dennis Anglea	Karen Ruel
Crystal Blais	Lisa Vadnais

Student Members:

Washima Fairouz-2018
 Jenna Delorenzo-2018
 cc: Jeremy Ray- Superintendent
 cc: Chris Indorf-Asst. Superintendent

& Mr. Reddy BHS ~ Tony Michaud moved, Dennis Anglea seconded, and all were in favor.

2. 1st Reading: Overnight field trip-US Regional Brain Bee-March 15th-18th-Teacher in charge: Ms. Salo BHS ~ There were two separate motions for this. Tony Michaud moved to change the ruling for this meeting only to allow for two readings at one meeting due to time constraint. Lisa Vadnais seconded, and all were in favor. Tony then moved to approve the overnight field trip to US Regional Brain Bee, Lisa Vadnais seconded, and all were in favor.

L. Resignations, Nominations, Appointments & Transfers:

Nominations:

1. Alexis Hilsinger – Custodian – District – To replace Austin Gagne who moved to new position within District. – Dennis Anglea moved, Crystal Blais seconded, and all were in favor.

M. Public Participation (3 minutes; any item)

N. Adjournment: Regular School Committee meeting was adjourned at 7:30pm, Dennis Anglea moved, Crystal Blais seconded, and all were in favor.

O. Executive Session: ~ Denis Anglea moved at 7:30 to enter into an Executive Session, Crystal Blais seconded, and all were in favor.

1. 1 M.R.S.A. § 405(6)(E) consult with legal counsel
2. 1 M.R.S.A. § 405(6)(A) to discuss a personnel issue

P. Adjournment: ~ Tony Michaud moved at 7:48pm to adjourn from Executive Session, Vassie Fowler seconded, and all were in favor.

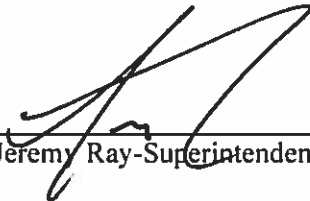
Addendum Minutes

J. Old Business:

1. 2nd Reading: Overnight field trip-State Jazz Festival Finals-BHS Jazz Combo 1- March 16th-17th- Teacher in charge Patrick Bolin BHS ~ Dennis Anglea moved, Tony Michaud seconded, and all were in favor.

K. New Business:

- a. US Regional Brain Bee needs a 1st and 2nd reading tonight due to time constraint. ~ There were two motions on this. They are covered in the regular minutes.

Signed: 
Jeremy Ray-Superintendent of Schools

Date: 3/8/17

School Committee Members:

Alan Casavant-Chair	Vassie Fowler
Tony Michaud-Vice Chair	Dominic Deschambault
Dennis Anglea	Karen Ruel
Crystal Blais	Lisa Vadnais

Student Members:

Washima Fairouz-2018
Jenna Delorenzo-2018
cc: Jeremy Ray- Superintendent
cc: Chris Indorf-Asst. Superintendent

2018-2019 School Calendar 2nd draft

August 2018						
Su	M	Tu	W	Th	F	Sa
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October 2018						
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November 2018						
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January 2019						
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February 2019						
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March 2019						
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April 2019						
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May 2019						
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June 2019						
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S= 6 T= 6						

Date	Event or Holiday
8/27-8/28	Professional Development, Pre-K-12, No school students
8/27	Evening Open House, BMS, 4:30-5:30pm, Grade 6 only
8/27	Evening Open House, BIS, 4:30-6:30pm
8/28	Evening Open House, BPS, 4:30-6:30pm
8/29	First Day of School-Grades 1-9
8/29	Evening Open House, Pre-K & Kindergarten JFK, 4:30-6:30pm
8/30	First Day of School-Grades 10-12
8/31	No School-Students & Staff
9/3	No School-Labor Day
9/5	First Day of School, Kindergarten
9/5	Evening Open House, BHS/COT, 4:30-6:30pm
9/6	Evening Open House, BMS, 4:30-6:30pm, Grade 7-8 only
9/12	Early Release K-12, No Pre-K
9/13	First Day of School, Pre-K
10/5	Professional Development, Pre-K-12, No School Students
10/8	No School-Columbus Day
10/17	Early Release K-12, No Pre-K
11/7	Early Release-K-12-No Pre-K /Parent Teacher Conf, Pre-K-12, 3:30-7:00pm
11/14	Parent/Teacher Conf, Pre-K-12, 3:30-7:00pm
11/12	No School-Veterans Day Observed
11/20	Early Release K-12, No Pre-K
11/21	No School Students/ Staff Comp Day
11/22	No School-Thanksgiving Day
11/23	No School Students/Staff
12/5	Early Release K-12, No Pre-K
12/24-1/1	School Vacation
1/9	Early Release K-12, No Pre-K
1/14	No School-Martin Luther King, Jr. Day
2/6	Early Release K-12, No Pre-K
2/18-2/22	School Vacation
3/6	Early Release K-12, No Pre-K
3/21	BHS/BRCOT Academic Showcase, 3:30-7:00pm
3/22	Professional Development, Pre-K-12, No School Students
4/3	Early Release K-12, No Pre-K
4/12-4/19	School Vacation
5/1	Early Release K-12, No Pre-K
5/27	No School-Memorial Day
6/7	BHS Graduation 6:00pm-Project Sunrise activities to follow
6/10	Tentative Last Day of School (pending snow days)

Student Days: 175 Teacher Days: 180

Quarter End Dates (Grade: 6-12)

11/2/18 (44 days)
1/18/19 (43 days)
3/29/19 (44 days)
6/10/19 (44 days)

Trimester End Dates (K-5)

11/20/18 (55 days)
3/8/19 (62 days)
6/10/19 (58 days)

*Snow Days

The closing date for the school year will be adjusted to reflect the actual number of snow days used.

School Hours: JFK 7:50-2:20 - BPS & BIS
7:50-2:25 Early Release Dismissal Time
JFK, BPS & BIS =12:00 pm

School Hours: BMS 8:40-3:10
Early Release Dismissal Time
BMS=12:50 pm

School Hours: BHS & COT 8:35-2:45 Early Release
Dismissal Time BHS/COT=12:25 pm

SOUTHERN MAINE REGIONAL SERVICE CENTER

Interlocal Agreement for Regional Service Center

20-A M.R.S. Chapter 123 and 30-A M.R.S. Chapter 115

This Interlocal Agreement is made by and between **Regional School Unit No. 21** (“RSU 21”), **Regional School Unit No. 23**, **Regional School Unit No. 57**, **School Administrative District No. 35**, **School Administrative District No. 55**, **School Administrative District No. 60**, the **Biddeford School Department**, the **Dayton School Department**, the **Portland School Department**, the **Saco School Department**, the **Sanford School Department**, and the **Yarmouth School Department**, all Maine school administrative units acting by and through their governing bodies (hereinafter, collectively, the “Parties”), as follows:

1. **Formation.** Subject to the approval conditions set forth in Section 25, the Parties hereby form a school management and leadership center, also known as a regional service center, under the authority of Title 20-A M.R.S. Chapter 123, §§ 3801 *et seq.* and Title 30-A M.R.S. Chapter 115, §§ *et seq.*
2. **Name.** The name of the school management and leadership center formed pursuant to this Agreement shall be: Southern Maine Regional Service Center (hereinafter, “Regional Service Center”).
3. **Purposes.** The purposes of the Regional Service Center shall be as follows:
 - A. To engage in joint purchasing of food service supplies;
 - B. To engage in joint purchasing of facilities maintenance supplies;
 - C. To act as an incubator for new regional programs and services; and
 - D. To engage in such other regional programs and services as may be authorized by law and approved by an affirmative vote of two-thirds of the full membership of its Board of Directors.
4. **Administrative Entity.** The Regional Service Center shall be a school management and leadership center within the meaning of 20-A M.R.S. Chapter 123, a political subdivision within the meaning of 5 M.R.S. § 19002(6), a quasi-municipal corporation within the meaning of 30-A M.R.S. § 5701, and a tax exempt governmental entity for purposes of 36 M.R.S. § 1760(2). The Board of Directors is authorized to make any filings and take any other necessary actions to implement the provisions of this Section 4.
5. **Term.** The term of this Interlocal Agreement shall be two (2) years commencing July 1, 2018 and ending June 30, 2020 (the “Initial Term”), subject to extension as follows: The term of this Agreement shall be automatically extended for one additional fiscal year on February 1, 2020 and February 1 of each subsequent fiscal year (each a “Renewal Term” and, together with the Initial Term, the “Term”), unless by February 1 in any year a majority of the Board of Directors votes in favor of dissolution and the Regional Service Center is dissolved pursuant to Section 18.B as of the following June 30.
6. **Fiscal Year.** The fiscal year of the Regional Service Center shall begin on July 1 and end on June 30.

7. **Members.** The initial members of the Regional Service Center shall be those Parties to this Agreement whose voters approve the formation of a Regional Service Center pursuant to Section 25 (hereinafter, the “Members”). Other school administrative units may become members pursuant to the requirements of Section 13 (“New Members”).
8. **Governing Body – Board of Directors.**
- A. The Regional Service Center shall be governed by a board of directors comprised of the Superintendent of Schools of each Member school administrative unit, or the Superintendent’s designee, who shall, in all cases, be an employee of that Member school administrative unit (the “Board of Directors”). Designees shall serve at the pleasure of the appointing Superintendent.
 - B. The Board of Directors shall be responsible for all aspects of the Regional Service Center, including without limitation preparing its annual operating budget and establishing, and modifying from time to time the scope of programs and services provided by the Regional Service Center.
 - C. The Board of Directors shall elect a chair, treasurer, and secretary, and any other officers it deems useful or necessary.
 - D. The Board of Directors may establish rules of procedure and policies to govern its meetings, provided such rules and policies are not inconsistent with this Agreement or state law.
 - E. Each Director shall have one vote.
 - F. A majority of the Directors shall constitute a quorum and, except as otherwise specifically provided in this Agreement, a majority vote of the Directors at a meeting at which a quorum is present shall be required for the Board of Directors to act.
 - G. A director is deemed present for establishing a quorum and may participate in a meeting of the board of directors by means of remote communication provided that the director is able to hear and participate in the meeting and to vote on matters under consideration concurrently with the directors present at the meeting, and that the director’s remote communications at the meeting are audible and/or visible to the directors and members of the public in attendance at the meeting.
 - H. In the event that there is a vacancy in the position of Superintendent of Schools of any Member, the governing body of that Member may appoint an interim Director until a new Superintendent or acting Superintendent has been appointed.
9. **Functions, Programs, and Services.** The Regional Service Center may make available the following functions, programs, and services:
- A. Joint purchasing of food supplies;
 - B. Joint purchasing of facilities maintenance supplies;
 - C. Serving as an incubator for new regional programs and services; and

- D. Engaging in such other regional functions, programs, and services as may be authorized by law and approved by an affirmative vote of two-thirds of the full membership of the Board of Directors.

A regional service center that does not provide at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for direct state funding pursuant to 20-A M.R.S. § 3806.

- 10. **Administration.** During the Initial Term, the Regional Service Center shall be administered by Regional School Unit No. 21 (“RSU 21”), if it becomes a Member, pursuant to a contract to be entered into between the Board of Directors of the Regional Service Center and the governing body of RSU 21. The Superintendent of Schools of RSU 21 shall serve as the initial Executive Director of the Regional Service Center. The Board of Directors may select another Executive Director by an affirmative vote of two-thirds of the full membership of the Board of Directors. The Executive Director shall:

- A. Administer the day-to-day operations of the Regional Service Center;
- B. Administer the annual operating budget of the Regional Service Center, including without limitation accounting and auditing requirements related thereto;
- C. Acquire and maintain liability and other insurance adequate to cover the Regional Service Center and its operations;
- D. Track and record all data, submit all reports, comply with all state and federal reporting requirements on behalf of each Member, and otherwise ensure compliance with the terms and conditions of this Agreement, any charitable or governmental grant agreement that may be secured for the benefit of the Regional Service Center, and any other contract entered into by or on behalf of the Regional Service Center;
- E. Adhere to generally accepted accounting principles and annually engage an external auditor to do an independent audit of the Regional Service Center’s finances in accordance with 20-A M.R.S. § 3804; and
- F. Perform other functions concerning the management of the Regional Service Center as directed by the Board of Directors.

- 11. **Fiscal Agent.** During the Initial Term, RSU 21, if it becomes a Member, shall act as the fiscal agent of the Regional Service Center. The fiscal agent shall maintain the accounts of the Regional Service Center including, without limitation, its operating budget accounts; shall contract for, purchase, and hold title to all Regional Service Center equipment and property on behalf of the Regional Service Center; and shall perform any other functions concerning the fiscal management of the Regional Service Center, under the direction of the Board of Directors. All state contributions to the Regional Service Center – including, without limitation, any funds in support of the Executive Director’s salary and benefits, student information system costs, and accounting and payroll system costs – shall be paid to the fiscal agent for the benefit of the Regional Service Center. The fiscal agent shall accept, account for, and disburse any such state contributions in accordance with the terms of this Agreement. The Board of Directors may in its discretion make other provisions for administration of the Regional Service Center and for its fiscal agent.

12. **Regional Service Center Employer.** To the extent the Board of Directors determines that the Regional Service Center requires or benefits from having a Member school administrative unit serve as the employer for some or all of the Regional Service Center’s personnel, the Parties hereby designate RSU 21, if it becomes a Member, to serve as the initial employer for the Regional Service Center’s personnel. The Board of Directors, in its discretion, may designate another Member school administrative unit to serve as the Regional Service Center employer or , alternatively, may direct that the Regional Service Center employ its own personnel . A Regional Service Center employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Regional Service Center. In making such employment decisions, the school board of the Regional Service Center employer shall solicit and consider the recommendations of the Board of Directors.
13. **New Members; Associate Members.**
- A. **New Members.** Any school administrative unit wishing to become a member of the Regional Service Center, and which qualifies as a member pursuant to 20-A M.R.S. § 3802(2), may petition the Board of Directors for membership (“Petitioner”). The Board of Directors may condition membership by imposing additional obligations on the Petitioner and/or limits on the rights and benefits which a Petitioner may receive, including without limitation access to fund balances. The Petitioner and Board of Directors shall negotiate and execute a separate agreement in which the Petitioner agrees to be bound by the terms of this Agreement, subject to any such conditions (the “Membership Agreement”). A Petitioner shall become a member upon approval of the Membership Agreement by the governing body of Petitioner’s school administrative unit and approval by a two-thirds affirmative vote of the full membership of the Board of Directors of the Regional Service Center.
- B. **Associate Members.** There shall be no associate members.
14. **Minimum Member Obligation.** Nothing in this Agreement requires a Member to purchase all of the functions, programs, and services made available to it by the Regional Service Center. A Member may discontinue any purchased functions, programs, and services at the end of a fiscal year upon 90 days’ notice to the Board of Directors and thereafter shall no longer be obligated to pay for that function, program, or service. A member that discontinues purchasing all services from the Regional Service Center shall no longer be required to continue paying an annual assessment. A Member that does not continue to purchase at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for a Regional Service Center allocation from the Maine Department of Education.
15. **Non-Member Purchasers of Services.** The Board of Directors may, in its sole discretion, offer and provide functions, programs, and services to any school administrative unit, political subdivision, public entity, or nonprofit organization or association that is not a Member (“Service Recipient”) provided that the Service Recipient pays all actual costs for the services plus a supplemental fee, said costs and fee to be determined by the Board of Directors. Priority for any services offered by the Regional Service Center shall be given to its Members.
16. **Authority and Powers.** The authority and powers of the Regional Service Center shall be as follows provided that the fiscal affairs of the Regional Service Center may be exercised by and through a fiscal agent:

- A. Organizational Powers. The Regional Service Center shall have the power and authority to provide regional functions, programs, and services in accordance with the terms of this Agreement.
- B. Contracts. The Board of Directors is authorized to enter into contracts, leases, and lease purchase agreements on behalf of the Regional Service Center.
- C. Employment of Personnel. The Board of Directors is authorized to employ personnel to carry out the purposes of this Agreement.
- D. Personal Property. The Board of Directors is authorized to hold and dispose of personal property in the name and on behalf of the Regional Service Center for purposes of this Agreement.
- E. Expenditures. The Executive Director, under the direction of the Board of Directors, is authorized to expend funds in accordance with the approved Regional Service Center budget.
- F. Investment of Funds. The Executive Director, under the direction of the Board of Directors, is authorized to invest Regional Service Center funds on behalf of the Regional Service Center in accordance with 30-A M.R.S. §§ 5706-5719.
- G. Reserve Funds; Contingency Funds. The Board of Directors is authorized to establish, maintain, and expend funds from a reserve fund or contingency fund.
- H. Disposition of Property and Indebtedness. The Board of Directors is authorized to dispose of any property, including by sale or lease, transferred to or from or administered by the Regional Service Center. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the Regional Service Center.
- I. Purchase of Goods and Services. The Board of Directors is authorized to purchase goods and services.
- J. Acceptance of Gifts and Grants. The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by an affirmative vote of two-thirds of the full membership of the Board of Directors.
- K. Acceptance and Expenditure of State and Federal Funds. The Board of Directors is authorized to accept funds from state, federal, and other sources.
- L. Policies. The Board of Directors is authorized to adopt administrative policies including, without limitation, purchasing and procurement policies and conflict-of-interest policies, provided any such policies do not conflict with the terms of this Agreement or applicable state or federal law.
- M. No Eminent Domain Powers. Notwithstanding 20-A M.R.S. § 3802(7), the Parties hereto do not delegate their respective eminent domain powers to the Regional Service Center.

- N. No Authority to Borrow. Notwithstanding 20-A M.R.S. § 3802(11), the Board of Directors shall have no authority to borrow funds in anticipation of a Member's payment of its share of the Regional Service Center budget.
- O. No Bonding Authority. Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue bonds or notes for school construction purposes.
- P. No Transfer of Responsibility for Provision of a Free Public Education. This Agreement does not transfer to the Regional Service Center any school administrative unit's responsibility for providing the opportunity of a free public education to each of its students or a free, appropriate education to each of its students with a disability as required by this Title 20-A of the Maine Revised Statutes or by federal law.

17. Fiscal Operation; Cost Sharing.

- A. Funding Sources. The activities of the Regional Service Center may be financed from any of the following sources:
 - i. State subsidy;
 - ii. Member assessments;
 - iii. Fees collected from Members and non-Member Service Recipients for services provided;
 - iv. Donations, charitable or governmental grants, or similar funding sources, as the Board of Directors deems appropriate; and
 - v. Any other funding source or miscellaneous revenue approved by the Board of Directors.
- B. Annual Operating Budget. Except as provided in Section 17(G) ("Transition Plan for FY 2019") by February 1 of each year, the Board of Directors shall prepare and approve, by a two-thirds vote of the Directors present and voting, an annual operating budget to fund the Regional Service Center for the following fiscal year. The Board of Directors shall consult with the Executive Director in preparing the budget, and shall provide the final budget to each Member. The budget shall include:
 - i. All anticipated revenues, as determined by the Executive Director and approved by the Board of Directors;
 - ii. All costs of operating the Regional Service Center as determined by the Executive Director and approved by the Board of Directors, set forth in separate articles that are consistent with the appropriate articles in the cost center summary budget format of 20-A M.R.S. § 1485(1)(A).
- C. Budget Allocation and Assessment.
 - i. The Board of Directors shall assess the amounts necessary to fund the annual operating budget for joint purchasing of food supplies and maintenance supplies on the Members in equal shares per Member. This cost-sharing arrangement may

be modified by October 1 of any year for the following fiscal year by an affirmative vote of two-thirds of the full membership of the Board of Directors;

- ii. By March 1 of each year, each Member shall be assessed a Budget Allocation Assessment for the following fiscal year. Unless otherwise provided in a Board of Directors' policy, the Members shall pay their respective Budget Allocation Assessments to the Regional Service Center in two semi-annual installments in July and January of each fiscal year; and
 - iii. After taking into account other revenues, the annual Budget Allocation Assessments of each Member shall be in such an amount as to provide the Regional Service Center with sufficient funds to administer a joint program of purchasing of food supplies and facilities maintenance supplies. The costs of other regional services provided by the Regional Service Center shall be assessed only against those Members and Non-Member Service Recipients that actually purchase those services.
- D. Expenditure of Funds; Balanced Budget. All funds of the Regional Service Center may be used by the Board of Directors in a manner consistent with this Agreement, any applicable grant agreements, and state and federal regulations. Regional service center fund balances may, at the discretion of the Board of Directors (i) be used to reduce the operating costs of the Regional Service Center; (ii) be accrued in reserve and contingency funds; or (iii) be equitably credited or rebated to each Member. To maintain a balanced budget, the Regional Service Center shall return any funds not needed for the foregoing purposes to its Members in equal shares per Member.
- E. Invoices; Payments Due. The Board of Directors shall determine the process, schedules, and deadlines related to invoicing and payments due (including for Budget Allocation Assessments) consistent with this Agreement and applicable laws and rules.
- F. State Subsidy. The Regional Service Center may lose its eligibility for direct state funding pursuant to 20-A M.R.S. §3806 if it does not provide at least two functions, programs or services in at least two of the categories set forth in 20-A M.R.S. § 15683-C.
- G. Transition Plan for FY 2019. Notwithstanding Paragraph 17.B ("Annual Operating Budget"), the Regional Service Center budget for Fiscal Year FY 2018-2019 shall be the budget attached hereto as Schedule A.

18. Withdrawal; Termination; Dissolution; Transfer.

- A. Withdrawal. Any Member may withdraw from the Regional Service Center effective at the end of a fiscal year, provided that the withdrawing Member satisfies applicable state law and gives written notice to the Board of Directors not later than November 1 preceding the end of a fiscal year. The Director representing the withdrawing Member shall enter into a withdrawal agreement with the Board of Directors on terms acceptable to the Board of Directors. Any withdrawal agreement involving the withdrawal of a Member must be consistent with the following conditions and understandings:
- i. The Director representing a withdrawing Member shall be recused from participating in or voting as a Director on any matter relating to the withdrawal

from the date that written notice of the withdrawal is provided to the Board of Directors.

- ii. The Board of Directors and the Director representing the withdrawing Member shall in good faith negotiate a withdrawal agreement that allocates an equitable share of the Regional Service Center's assets and liabilities to the withdrawing Member.

- B. Dissolution. The Regional Service Center may be dissolved upon a majority vote of the full Board of Directors and approval of the dissolution in accordance with applicable state law. Prior to dissolution of the Regional Service Center, the Directors, by written agreement, shall make suitable provision for the equitable division among the Members of the assets and liabilities of the Regional Service Center.
- C. Transfer. Upon a majority vote of the Board of Directors, a Member may transfer to another school management and leadership center or regional service center whose board of directors has adopted a vote to approve the transfer on terms acceptable to the Board of Directors and the transferring Member. Prior to any such transfer, the Board of Directors of the Regional Service Center, the transferring Member, and the receiving regional service center shall enter into a transfer agreement making suitable provision for the transition of governance and other matters related to the Regional Service Center, including the equitable division and/or transfer of the assets and liabilities of the Regional Service Center.
- D. Termination of Participation of Member for Cause. The participation of a Member in the Regional Service Center may be terminated for cause upon the failure of the Member to conform to the terms of this Agreement or any statutory requirements applicable to interlocal agreements or school management and leadership centers, including without limitation failure to pay the assessed Budget Allocation Assessment. Prior to any such termination, the Board of Directors shall provide the nonconforming Member with a written notice of termination for cause and a 30-day opportunity to cure. If the nonconforming Member fails to cure the nonconformity within the 30-day cure period, the Board of Directors shall prepare a plan for termination in accordance with the provisions of Section 18.A.ii (except that any reference to the withdrawing party therein shall mean the nonconforming Member). The nonconforming Member's participation in the Regional Service Center and status as a Member to this Agreement may then be terminated by a vote of a majority of the full membership of the Board of Directors, excluding the Director representing the nonconforming Member. The termination of a nonconforming Member's participation shall become effective as of the end of the then current fiscal year.

19. Dispute Resolution. Any dispute arising out of or relating to this Agreement, shall be resolved as follows:

- A. Negotiation. The parties to the dispute shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that an aggrieved Member has given written notice of such Dispute to the Board of Directors.
- B. Mediation. If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the director

representing the aggrieved party and the directors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 90 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. In the event that the aggrieved party and the director(s) representing the other party or parties to the dispute are unable to agree on a mediator within 14 days, or to resolve the dispute through mediation within 90 days, the Members and the Regional Service Center reserve the right to file a civil action in a court of competent jurisdiction located in York or Cumberland County, Maine.

- C. Performance During Dispute. Unless otherwise directed by the Board of Directors, the Members shall continue performance under this Agreement while matters in dispute are being resolved.
20. Insurance. Each Member and Service Recipient shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.
21. No Exclusivity. Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the Regional Service Center, or the Board of Directors; nor shall it prevent or limit any Party's participation in any other plan, program, agreement, or arrangement for functions, programs, or services; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind. For the avoidance of doubt, nothing in this Agreement shall preclude the Parties, or any Members from entering into an Interlocal Agreement to join another school management and leadership center or establish any other similar joint venture.
22. Amendment. This Agreement may be amended by a two-thirds affirmative vote of the full membership of the Board of Directors. In the event of the withdrawal, transfer, or termination of participation of a Member, the Board of Directors shall amend this Agreement accordingly.
23. Applicability to Successor Parties. This Agreement shall be binding upon any successor of each Member.
24. Miscellaneous. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.
25. Approval Conditions, Effective Date, and Members.
- A. Approval Conditions. Pursuant to 20-A M.R.S. §§ 3805(2) and (3), this Agreement is subject to the following conditions:
- i. This Agreement must be approved by the Commissioner of the Maine Department of Education; and

- ii. This Agreement shall be submitted, on or before November 30, 2018, to the voters of each Party that is a school administrative district or a regional school unit at its annual school budget meeting or at a referendum; to the voters of each Party that is a municipal school unit with a town meeting form of government at a town meeting or referendum; and to the voters of each Party that is a municipal school unit with a charter form of government at a town meeting or referendum in accordance with the requirements of the charter.
- B. Members and Effective Date. If this Agreement approved by the voters of at least two Members on or before June 30, 2018, the Regional Service Center shall be formed with an effective date of July 1, 2018, provided that any other Party to this Agreement may then join the Regional Service Center if this Agreement is approved by the voters of that Party by November 30, 2018. If this Agreement has not been approved by at least two Parties by June 30, 2018, it may then be approved by the voters of two or more Parties by November 30, 2018, in which case the Regional Service Center shall be formed with an effective date of December 1, 2018.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have caused this Interlocal Agreement to be signed on their behalf by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

REGIONAL SCHOOL UNIT NO. 21,
a Regional School Unit acting by and through
its Board of Directors

_____, Chairperson _____
Date

REGIONAL SCHOOL UNIT NO. 23,
a Regional School Unit acting by and through
its Board of Directors

_____, Chairperson _____
Date

REGIONAL SCHOOL UNIT NO. 57,
a Regional School Unit acting by and through
its Board of Directors

_____, Chairperson _____
Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 35,
a School Administrative District acting by and
through its Board of Directors

_____, Chairperson _____
Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 55,
a School Administrative District acting by and
through its Board of Directors

_____, Chairperson _____
Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 60,
a School Administrative District acting by and
through its Board of Directors

_____, Chairperson _____
Date

CITY OF BIDDEFORD,
a Municipal School Unit acting by and through
its School Committee

_____	_____
, Chairperson	Date

TOWN OF DAYTON,
a Municipal School Unit acting by and through
its School Committee

_____	_____
, Chairperson	Date

CITY OF PORTLAND,
a Municipal School Unit acting by and through
its Board of Public Education

_____	_____
, Chairperson	Date

CITY OF SACO,
a Municipal School Unit acting by and through
its School Board

_____	_____
, Chairperson	Date

CITY OF SANFORD,
a Municipal School Unit acting by and through
its Board of Education

_____	_____
, Chairperson	Date

TOWN OF YARMOUTH,
a Municipal School Unit acting by and through
its School Committee

_____	_____
, Chairperson	Date

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION

_____	_____
Robert G. Hasson, Jr.	Date

INTERLOCAL AGREEMENT
TO ESTABLISH THE SOUTHERN MAINE ADMINISTRATIVE COLLABORATIVE
REGIONAL SERVICE CENTER
20-A M.R.S. Chapter 123; 30-A M.R.S. Chapter 115

THIS INTERLOCAL AGREEMENT TO ESTABLISH THE SOUTHERN MAINE ADMINISTRATIVE COLLABORATIVE REGIONAL SERVICE CENTER (the "Agreement") is made by and between the City of Biddeford, a municipal school unit acting by and through its school committee ("BIDDEFORD") and the Town of Dayton, a municipal school unit acting by and through its school committee ("DAYTON") (each individually, a "Party"; collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties intend to establish and operate a school management and leadership center (also referred to as a regional service center) pursuant to 20-A M.R.S. Chapter 123 for the purpose of developing, managing, and providing regional services and programs for the benefit of their respective school systems; and

WHEREAS, the Parties are public agencies within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S. § 2203 provides that any powers, privileges, or authority exercised or capable of exercise by a public agency may be exercised jointly with any other public agency by means of an interlocal agreement.

NOW, THEREFORE, subject to the Approval Conditions provided in Paragraph 3.A., below, and in consideration of the mutual commitments contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish and operate a school management and leadership center in order to share administrative personnel, share central office and other school functions and services, and provide for any other regional services as authorized by the Board of Directors in accordance with the terms of this Agreement. The name of the school management and leadership center formed pursuant to this Agreement shall be the Southern Maine Administrative Collaborative Regional Service Center (hereinafter, the "RSC").
2. AUTHORITY. This Agreement is made pursuant to the authority granted to the Parties by Chapter 123 of Title 20-A and Chapter 115 of Title 30-A of the Maine Revised Statutes.
3. APPROVAL CONDITIONS; EFFECTIVE DATE; TERM.
 - A. Approval Conditions. Pursuant to 20-A M.R.S. § 3805(2) and (3), this Agreement is subject to the following conditions:
 - i. This Agreement must be approved by the Commissioner of the Maine Department of Education;
 - ii. This Agreement shall be submitted on or before June 30, 2018 to the voters of BIDDEFORD at a referendum and to the voters of DAYTON at a town meeting, and must be approved by a majority vote of voters of each Party

hereto. A rejection of this Agreement by the voters of either Party shall cause this Agreement to not become effective; and

- iii. The RSC must receive, either directly or as targeted funds provided to one or more of the Parties hereto, a minimum of \$97,200 in state funding support for the RSC for fiscal year FY2019.

B. Effective Date. The effective date of this Agreement shall be July 1, 2018 (the "Effective Date").

C. Term; Extension. The term of this Agreement shall be 3 years, commencing on the Effective Date, subject to extension as follows: At the conclusion of the first 3-year term and, as applicable, any Agreement extension year, the term of this Agreement shall be automatically renewed for three additional fiscal years, unless a Member, as that term is defined in Paragraph 4.A.i ("Members"), delivers a written notice of non-renewal to the Board of Directors at least 90 days prior to the conclusion of any 3-year term. Thereafter, subject to a majority vote of the full Board of Directors and pursuant to the requirements in Paragraph 8.B ("Termination; Dissolution"), this Agreement shall terminate and the RSC shall dissolve either at the conclusion of the 3-year term or on another date selected by the Board of Directors.

4. FUNCTIONS, PROGRAMS, AND SERVICES. The RSC shall make available the functions, programs and services set forth herein to its Service Recipients, as defined herein on a fee-for-service basis.

A. Service Recipients. The following entities may purchase functions, programs, and services from the RSC. Any such entity who purchases such functions, programs, or services is a "Service Recipient."

- i. Members. The Parties to this Agreement are Members of the RSC. Any other entity wishing to become a member and who qualifies as a member pursuant to 20-A M.R.S. § 3802(2) may petition the Board of Directors for membership ("Petitioner"). Any petition must be approved by a majority vote of the Board of Directors and by the governing body of each Member. The Board of Directors may condition membership by imposing additional obligations on the Petitioner and/or limits on the rights and benefits which a Petitioner may receive, including without limitation access to fund balances and voting power or seats on the Board of Directors, subject to the requirements set forth in Paragraph 5.B.i ("Board of Directors"). The Petitioner and Board of Directors shall negotiate and execute a separate agreement in which the Petitioner agrees to be bound by the terms of this Agreement, subject to any such conditions (the "Membership Agreement"). A Petitioner shall become a Member upon approval of the Membership Agreement by the governing body of Petitioner's school administrative unit. To effectuate the intentions of the Board of Directors and the Petitioner, the Board of Directors shall also amend this Agreement, including without limitation Schedule A ("Fee Schedule and Budget Allocation") attached hereto and made a part hereof, pursuant to Paragraph 12 ("Amendment").

ii. Associate Members. An Associate Member shall have the right to purchase services from the RSC, but shall not have a seat on the Board of Directors or possess any other membership rights bestowed by this Agreement. Any entity wishing to become an Associate Member of the RSC who qualifies as an associate member pursuant to 20-A M.R.S. § 3802(3) may petition the Board of Directors for associate membership. Any petition must be approved by a majority vote of the Board of Directors and by the governing body of each Member. To be eligible to petition for associate membership, a Petitioner must have purchased services from the RSC for at least two successive years prior to filing a petition with the Board of Directors. The Board of Directors may further condition associate membership by imposing additional obligations on the Petitioner and/or limits on the benefits which a Petitioner may receive, including without limitation access to fund balances. The Petitioner and Board of Directors shall negotiate and execute an instrument in which the Petitioner agrees to be bound by the terms of this Agreement, subject to any such conditions (the "Associate Membership Agreement"). A Petitioner shall become an Associate Member upon approval of the Associate Membership Agreement by its governing body. To the extent necessary to effectuate the intentions of the Board of Directors and the Petitioner, the Board of Directors may also amend this Agreement pursuant to Paragraph 12 ("Amendment").

iii. Non-member Purchasers of Services. The Board of Directors may, in its sole discretion, offer and provide functions, programs, and services to any school administrative unit, political subdivision, public entity, or nonprofit organization or association that is not a Member or Associate Member, provided that any such entity pays all actual costs for the services plus a supplemental fee, said costs and fee to be determined by the Board of Directors. Priority for any services offered by the RSC shall be given to its Members.

B. Functions, Programs, and Services. The RSC may make available the following functions, programs, and services:

i. Superintendent and Central Office Services. Administrative personnel to provide shared superintendent and other central office functions, programs, and services.

Administrative personnel may include without limitation: Superintendent of Schools; Assistant Superintendent/Curriculum Coordinator; Special Education Director; Assistant Special Education Director; Business Manager and Business Office Staff; Central Office Administrative Assistants; Data Manager; Technology Director; Transportation Director; Maintenance Director; Food Services Director; Director of Human Resources; and Director of Community Relations and Outreach.

Shared functions, programs, and services may include without limitation: superintendent services, system administration, transportation administration, special education administration, curriculum development, food services, facilities maintenance, information technology services, and

administration of business functions (including without limitation accounting, reporting, payroll, financial management, purchasing, insurance, and auditing).

Administrative personnel shall divide their time between Service Recipients during the regular school year. The division of time may vary or fluctuate from week to week and will not necessarily be equal among Service Recipients; rather, the functions, programs, and services will be provided on an “as needed” basis to each Service Recipient. Administrative personnel will devote such time as is reasonably necessary to the performance of those functions, programs, and services selected by the Service Recipients. Administrative services will be provided with the skill, care, and diligence normally provided by administrative personnel in a school administrative unit.

ii. Other Regional Services. Any other shared regional services, including without limitation any of the school management and leadership center functions, programs, and services identified in 20-A M.R.S. § 3801(4), subject to an affirmative vote of two-thirds of the full membership of the Board of Directors and affirmative votes of the governing bodies of BIDDEFORD and DAYTON.

iii. Minimum Regional Service Center Obligation for State Funds Eligibility. A regional service center that does not provide at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for direct state funding pursuant to 20-A M.R.S. § 3806.

C. Agreements to Purchase Services. The Board of Directors may enter into supplemental agreements with any Service Recipient to clarify the scope of functions, programs, and services to be provided by the RSC.

D. Minimum Member Obligation. Nothing in this Agreement requires a Member to purchase all of the functions, programs, and services made available to it by the RSC. A Member may discontinue any purchased functions, programs, and services upon 90 days’ notice to the Board of Directors and thereafter shall no longer be obligated to pay for that function, program, or service. A Member that does not continue to purchase at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for a school management and leadership center allocation.

5. STRUCTURE AND GOVERNANCE; ADMINISTRATION.

A. Administrative Entity. The RSC shall be a school management and leadership center within the meaning of 20-A M.R.S. Chapter 123; a political subdivision within the meaning of 5 M.R.S. § 19002(6); a quasi-municipal corporation within the meaning of 30-A M.R.S. § 2203(8)(B); and a tax-exempt governmental entity for the purposes of 36 M.R.S. § 1760(2). The Board of Directors is authorized to make any filings and take any other necessary actions to implement the provisions of this Paragraph 5.A (“Organizational Structure”).

B. Governing Body—Board of Directors.

- i. The RSC shall be governed by a joint board (the “Board of Directors”) composed of two directors representing BIDDEFORD; two directors representing DAYTON; and one director representing any other entity that has become a Member pursuant to Paragraph 4.A.i (“Membership”) except that such a Member shall be given an additional seat on the Board of Directors after the Member has purchased at least two services from the RSC for at least three successive years. Each Member’s representative director(s) shall be selected from the Member’s governing board and shall be appointed by a vote of that Member’s governing board.
- ii. The Board of Directors shall be responsible for all aspects of the RSC, including without limitation preparing its annual operating budget and establishing, and modifying from time to time as may be necessary, the scope of functions, programs, and services enumerated herein.
- iii. The Board of Directors shall elect a chair, treasurer, and secretary, and any other officers it deems useful and necessary.
- iv. The Board of Directors may establish its own rules of procedure and policies to govern its meetings, provided such rules and policies are not inconsistent with this Agreement or state law.
- v. Each Director shall have one vote. If there is a tie vote, the motion fails.
- vi. A majority of the Directors shall constitute a quorum and, except as otherwise specifically provided in this Agreement, a majority vote of the Directors at a meeting at which a quorum is present shall be required for the Board of Directors to act.
- vii. A Director is deemed present for establishing a quorum and may participate in a meeting of the Board of Directors by means of remote communication provided that the Director is able to hear and participate in the meeting, and to vote on matters under consideration, concurrently with the Directors present at the meeting and that the Director’s remote communications at the meeting are audible and/or visible to the Directors and members of the public in attendance at the meeting.
- viii. Any vacancy on the Board of Directors may be filled by a vote of the governing board of the Member whose seat is vacant.
- ix. The RSC fiscal year shall begin on July 1 and shall end on June 30.

C. Fiscal Agent. To the extent the Board of Directors determines that the RSC requires a fiscal agent, the Parties hereby designate BIDDEFORD to serve as the fiscal agent for the RSC (the “Fiscal Agent”). The Fiscal Agent may keep the accounts of the RSC including without limitation its operating budget accounts; may contract for, purchase, hold title to, and operate all RSC equipment and property, if any; may

accept, account for, and disburse any direct state funding of the RSC in accordance with the terms of this Agreement; and may perform any other functions concerning the fiscal management of the RSC, all in accordance with the directives of the Board of Directors. RSC

- D. RSC Employer. To the extent the Board of Directors determines that the RSC requires or benefits from having a Member serve as the employer for some or all of its personnel, the Parties hereby designate BIDDEFORD to serve as the employer for the RSC (the “RSC Employer”). As the RSC Employer, BIDDEFORD shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the RSC. In making such employment decisions, the School Board of BIDDEFORD may solicit and consider the recommendations of the Board of Directors.
- E. Executive Director / Superintendent of Schools. The Board of Directors shall select an Executive Director by an affirmative vote of two-thirds of the full membership of the Board of Directors, who shall serve as Superintendent of Schools to any Service Recipient purchasing shared superintendent services from the RSC pursuant to Paragraph 4.B (“Functions, Programs, and Services”) and who shall administer the RSC and the provisions of this Agreement in compliance with 20-A M.R.S. Chapter 123, including without limitation:
- i. Administering the day-to-day operations of the RSC;
 - ii. Administering the annual operating budget of the RSC, including without limitation accounting and auditing requirements related thereto;
 - iii. Acquiring and maintaining liability and other insurance adequate to cover the RSC and its operations;
 - iv. Tracking and recording all data, submitting all reports, complying with all state and federal reporting requirements on behalf of each Member, and otherwise ensuring compliance with the terms and conditions of this Agreement, any charitable or governmental grant agreement that may be secured for the benefit of the RSC, and any other contract entered into by or on behalf of the RSC;
 - v. Adhering to generally accepted accounting principles and annually engaging an external auditor to do an independent audit of the RSC’s finances in accordance with 20-A M.R.S. § 3804; and
 - vi. Performing any other functions concerning the fiscal management of the RSC.
- F. No Transfer of Responsibility for Provision of a Free Public Education. This Agreement does not transfer to the RSC any school administrative unit’s responsibility for providing the opportunity of a free public education to each of its students or a free, appropriate education to each of its students with a disability as required by this Title 20-A of the Maine Revised Statutes or by federal law.

6. AUTHORITY AND POWERS. The authority and powers of the RSC shall be as follows:

- A. Organizational Powers. The RSC shall have the power and authority to provide regional functions, programs, and services as the Board of Directors may direct in accordance with the terms of this Agreement. The establishment of the RSC shall not limit the authority of the Parties hereto to enter into any other agreements pursuant to applicable law to provide joint or separate functions, programs, and services, including without limitation superintendent or central office services.
- B. Contracts; Leases. The Board of Directors is authorized to enter into contracts, leases, and lease purchase agreements by the RSC.
- C. Employment of Personnel. The Board of Directors is authorized to employ personnel to carry out the purposes of this Agreement.
- D. Personal Property. The Board of Directors is authorized to hold and dispose of personal property (e.g., vehicles, computers, and software) in the name and on behalf of the RSC for purposes of this Agreement.
- E. Expenditures. The Executive Director, under the direction of the Board of Directors, is authorized to expend funds in accordance with the approved RSC budget.
- F. Investment of Funds. The Executive Director, under the direction of the Board of Directors, is authorized to invest RSC funds on behalf of the RSC in accordance with 30-A M.R.S. §§ 5706-5719.
- G. Reserve Funds; Contingency Funds. The Board of Directors is authorized to establish, maintain, and expend funds from a reserve fund or contingency fund.
- H. Disposition of Property and Indebtedness. The Board of Directors is authorized to dispose of any property, including by sale or lease, transferred to or from or administered by the RSC. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the RSC.
- I. Acceptance of Gifts and Grants. The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by the governing bodies of the Parties to this Agreement.
- J. Acceptance and Expenditure of State and Federal Funds. The Board of Directors is authorized to accept funds from state, federal, and other sources, and to expend those funds on behalf of its Members.
- K. Policies. The Board of Directors is authorized to make administrative policies including, without limitation, purchasing and procurement policies and conflict-of-interest policies, provided any such policies do not conflict with the terms of this Agreement or applicable state or federal law.
- L. No Eminent Domain Powers. Notwithstanding 20-A M.R.S. § 3802(7), the Parties hereto do not delegate their respective eminent domain powers to the RSC.

- M. No Authority to Borrow. Notwithstanding 20-A M.R.S. § 3802(11), the Board of Directors shall have no authority to borrow funds in anticipation of a Member's payment of its share of the RSC budget.
- N. No Bonding Authority. Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue bonds or notes for school construction purposes.

7. FISCAL OPERATION; COST SHARING.

- A. Funding Sources. The activities of the RSC shall be financed with any of the following sources:
 - i. Funds included in the operating budgets, including as applicable the school management and leadership center appropriations, of each Member;
 - ii. Direct state funding of a school management and leadership center pursuant to 20-A M.R.S. § 3806;
 - iii. Any donations, charitable or governmental grants for which the Board of Directors applies and receives, or similar funding sources, as the Board of Directors deems appropriate;
 - iv. Fees collected from entities that are not Parties hereto, as determined pursuant to Paragraph 4.A.iii ("Non-member Purchasers of Service"); and
 - v. Any other funding sources or miscellaneous other revenues approved by the Board of Directors.
- B. Annual Operating Budget. Except as provided in Paragraph 7.F ("Transition Plan for FY 2019"), by February 1 of each preceding year, the Board of Directors shall prepare and approve an annual operating budget to fund the RSC. The Board of Directors shall consult with the Executive Director in preparing the budget, and shall provide the final budget to each Member. The budget shall include:
 - i. All anticipated revenues, as calculated annually by the Executive Director and approved by the Board of Directors, including (a) Service Recipient fees, calculated in accordance with Schedule A ("Fee Schedule and Budget Allocation"), attached hereto and made a part hereof, and (b) all anticipated direct state funding of the RSC, including without limitation annual support for 55% of the Executive Director's salary and benefits, an accounting and payroll system, and a student information system; and
 - ii. All costs of operating the RSC, as calculated annually by the Executive Director and approved by the Board of Directors set forth in separate articles that are consistent with the appropriate articles in the cost center summary budget format of 20-A M.R.S. § 1485(1)(A), including without limitation: (a) personnel salaries and benefits; (b) vehicle, equipment, and facility costs, if any; (c) payments due to contractors and vendors;

(d) insurance premiums for personnel and property; (e) legal fees; (f) audit costs; and (g) all other costs approved by the Board of Directors.

- C. RSC Budget Allocation and Assessment. The Board of Directors shall calculate, allocate, and assess the annual operating budget among the Members in accordance with Schedule A ("Fee Schedule and Budget Allocation"). This cost-sharing arrangement may be modified by an affirmative vote of two-thirds of the full membership of the Board of Directors for any fiscal year. By March 1 of the preceding year, each Member shall be assessed a Budget Allocation. Unless otherwise provided in a Board of Directors policy, the Members shall pay their respective Budget Allocations to the RSC in semi-annual installments in January and June of the budget year.
- D. Expenditure of Funds; Balanced Budget. All funds of the RSC may be used at the discretion of the Board of Directors in a manner consistent with this Agreement, any applicable grant agreements, and state and federal regulations. RSC funds balances may, at the discretion of the Board of Directors, (i) be used to reduce the operating costs of the RSC; (ii) be accrued in contingency funds and reserve funds; or (iii) be equitably credited or rebated to each Member. To maintain a balanced budget, the RSC shall return any excess funds to its Members in accordance with Schedule A ("Fee Schedule and Budget Allocation").
- E. Invoices; Payments Due. The Board of Directors shall determine the process, schedules, and deadlines related to invoicing and payments due (including for Budget Allocations) consistent with this Agreement and applicable laws and rules.
- F. Transition Plan for FY 2019. Notwithstanding Paragraph 7.B ("Annual Operating Budget"), the RSC budget for Fiscal Year 2019 shall be the budget attached hereto as Schedule B ("Fiscal Year FY 2019 RSC Budget").

8. WITHDRAWAL; TERMINATION; DISSOLUTION; TRANSFER.

- A. Withdrawal. Any Member or Associate Member may withdraw from this Agreement effective at the end of any fiscal year, provided that the withdrawing Member or Associate Member satisfies applicable state law concerning withdrawal from a school management and leadership center and gives written notice to the Board of Directors not later than October 1 preceding the end of a fiscal year. The Director representing the withdrawing Member or Associate Member shall enter into a withdrawal agreement with the Board of Directors on terms acceptable to the Board of Directors. Any withdrawal agreement involving the withdrawal of a Member or Associate Member must be consistent with the following conditions and understandings:
 - i. The Directors representing a withdrawing Member shall be recused from participating in or voting as a Director on any matter relating to the withdrawal from the date that written notice of the withdrawal is provided to the Board of Directors.
 - ii. The Board of Directors and the Director representing the withdrawing Member or Associate Member shall in good faith negotiate a withdrawal

agreement that allocates an equitable share of the RSC's assets and liabilities to the withdrawing Member or Associate Member.

- B. Termination; Dissolution. This Agreement may be terminated and the RSC may be dissolved in accordance with the requirements for termination and dissolution of a school management and leadership center under applicable state law and upon a majority vote of the full membership of the Board of Directors. Prior to termination of this Agreement and dissolution of the RSC, the Directors, by written agreement, shall make suitable provision for the transition of governance and other matters related to the RSC, including the equitable division or transfer of the assets and liabilities of the RSC.
 - C. Transfer. Upon a unanimous vote of the full Board of Directors, the Members may transfer to another school management and leadership center. In the event of such transfer, the Board of Directors shall make suitable provision for the transition of governance and other matters related to the RSC, including the equitable division or transfer of the assets and liabilities of the RSC.
 - D. Termination of Participation of a Member or Associate Member for Cause. The participation of a Member or Associate Member in this Agreement may be terminated for cause upon the failure of the Member or Associate Member to conform to the terms of this Agreement or any statutory requirements applicable to interlocal agreements or school management and leadership centers, including without limitation failure to pay the assessed Budget Allocation. Prior to any such termination, the Board of Directors shall provide the nonconforming Member or Associate Member with a written notice of termination for cause and a 30-day opportunity to cure. If the nonconforming Member or Associate Member fails to cure the nonconformity within the 30-day cure period, the Board of Directors shall prepare a plan for termination in accordance with the provisions of Paragraph 8.A.ii (except that any reference to the withdrawing party therein shall mean the nonconforming Member or Associate Member). The nonconforming Member's or Associate Member's participation in the RSC and status as a Member or Associate Member to this Agreement may then be terminated by a vote of a majority of the full membership of the Board of Directors, excluding the Directors representing the nonconforming Member or Associate Member. The termination of a nonconforming Member's or Associate Member's participation shall become effective as of the end of the then current fiscal year.
9. DISPUTE RESOLUTION. Any dispute among the Members arising out of or relating to this Agreement shall be resolved as follows:
- A. Negotiation. The Members shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that an aggrieved Member has given written notice of such Dispute to the remaining Members.
 - B. Mediation. If the Dispute has not been resolved within 30 days, any Member may serve written notice on the Board of Directors of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the aggrieved Member and a majority of the Directors representing all

other Members on the Board of Directors, shall not exceed one full day or two half days in length, and shall be completed within 90 days from the date of receipt of notice of a request for mediation by the last Member to receive notice. The aggrieved Member shall be responsible for the costs of the mediator. In the event that the aggrieved Member and the Board of Directors are unable to agree on a mediator within 14 days, or to resolve the dispute through mediation within 90 days, the Members reserve the right to file a civil action in a court of competent jurisdiction located in York County, Maine.

- C. Performance During Dispute. Unless otherwise directed by the Board of Directors, the Members shall continue performance under this Agreement while matters in dispute are being resolved.
 - D. Associate Members. An Associate Member shall have no rights pursuant to this Paragraph 9 ("Dispute Resolution").
- 10. INSURANCE. Each Member, Associate Member, and Service Recipient shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.
 - 11. NO EXCLUSIVITY. Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the RSC, or the Board of Directors; nor shall it prevent or limit any Party's participation in any other plan, program, agreement, or arrangement for functions, programs, or services; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind. For the avoidance of doubt, nothing in this Agreement shall preclude the Parties, or any Members or Associate Members, from entering into an interlocal agreement to join another school management and leadership center or establish any other similar joint venture, or from incorporating this Agreement into such a center or joint venture.
 - 12. AMENDMENT. This Agreement may be amended upon mutual written agreement of the Members, subject to approval of each Member's respective governing body.
 - 13. APPLICABILITY TO SUCCESSOR PARTIES. This Agreement shall be binding upon any successor of each Member.
 - 14. MISCELLANEOUS. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Parties have caused this Interlocal Agreement to Establish the Southern Maine Administrative Collaborative Regional Service Center to be signed on their behalf by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

CITY OF BIDDEFORD, A MUNICIPAL
SCHOOL UNIT ACTING BY AND
THROUGH ITS SCHOOL COMMITTEE

Alan Casavant, Chairperson

Date

TOWN OF DAYTON, A MUNICIPAL
SCHOOL UNIT ACTING BY AND
THROUGH ITS SCHOOL COMMITTEE

Denis Elie, Chairperson

Date

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION

Robert G. Hasson, Jr.

Date

INTERLOCAL AGREEMENT TO ESTABLISH THE SOUTHERN MAINE ADMINISTRATIVE
COLLABORATIVE SCHOOL MANAGEMENT AND LEADERSHIP CENTER

SCHEDULE A

FEE SCHEDULE AND BUDGET ALLOCATION

I. **FEE SCHEDULE**

For each RSC function, program, and service that a Member purchases, the fee charged to each Member is set forth in Table 1, attached hereto. If the budgeted amount for any function, program, and service increases or decreases as a result of hiring fluctuations, benefit or salary changes, vacation or sick leave buy-outs, or other like events, the DAYTON fee set forth in Table 1 shall remain static and the BIDDEFORD fee shall be adjusted as necessary to cover the total actual cost of that function, program, or service. If DAYTON chooses not to purchase any given function, program, or service, BIDDEFORD shall be responsible for 100% of the fee for that function, program, or service. If BIDDEFORD chooses not to purchase any given function, program, or service, the RSC shall discontinue providing that service to DAYTON.

The Board of Directors shall adopt a new fee schedule covering the next three-year term of this Agreement no later than February 1, 2021.

II. **BUDGET ALLOCATION**

The Board of Directors shall calculate, allocate, and assess the annual operating budget among the Members as follows:

1. **RSC Function, Program, or Service Fees.** Calculate the fee charged to each Member for each RSC function, program, and service that a Member purchases in any given fiscal year, pursuant to the fee schedule set forth in Table 1.
2. **Other Costs.** Allocate all other RSC costs authorized by the Board of Directors (e.g., legal, audit, board travel/training) among the Members as follows:

BIDDEFORD 75%
DAYTON 25%

3. **State Funding; New Revenues.** Allocate direct state funding to the RSC and any other new revenues among the Members as follows:

	BIDDEFORD	DAYTON
Annual support for Executive Director's Salary and Benefits	75%	25%
Student information system	75%	25%
Accounting and payroll system	75%	25%
Other state contributions to the RSC and new revenues	Divide equitably among BIDDEFORD and DAYTON, as determined by 2/3 vote of full Board of Directors	

Table 1. RSC functions, programs, and services and FY 2019, FY 2020, and FY 2021 fees for services and allocations among Members (as of July 1, 2018).

FY 2019 FEES

SMAC CENTER FUNCTION, PROGRAM, OR SERVICE		FY 2019 FEES				
		TOTAL FEE	APPROX. BIDDEFORD % OF TOTAL FEE	BIDDEFORD FEE	APPROX. DAYTON % OF TOTAL FEE	DAYTON FEE
1.	Executive Director/Superintendent Salary & Benefits	\$ 190,032.00	92%	\$ 174,228.81	8%	\$15,803.19
2.	Administrative Assistant Salary & Benefits	\$ 64,398.00	90%	\$57,958.20	10%	\$6,439.80
3.	Business Office Staff Salary & Benefits	\$ 281,183.87	90%	\$253,065.48	10%	\$28,118.39
4.	Human Resources	\$ 76,941.49	90%	\$69,247.34	10%	\$7,694.15
5.	Special Ed Director and Assistant Salary & Benefits	\$ 266,612.19	90%	\$239,950.97	10%	\$26,661.22
6.	Assistant Superintendent Salary & Benefits	\$ 125,018.69	90%	\$112,516.82	10%	\$12,501.87
7.	Data Manager Salary & Benefits	\$ 62,101.36	90%	\$55,891.22	10%	\$6,210.14
8.	Director of Community Relations	\$ 88,117.23	92%	\$81,067.85	8%	\$7,049.38
9.	Technology Director Salary & Benefits	\$ 96,364.20	90%	\$86,727.78	10%	\$9,636.42
10.	Transportation Office Supervisor Salary & Benefits	\$ 69,208.01	90%	\$62,287.21	10%	\$6,920.80
11.	Maintenance	\$ 79,984.14	92%	\$73,585.41	8%	\$6,398.73
12.	Food Service Director	\$ 69,100.02	92%	\$63,572.02	8%	\$5,528.00
		\$ 1,469,061.20		\$ 1,330,099.11		\$138,962.09

FY 2020 FEES

SMAC CENTER FUNCTION, PROGRAM, OR SERVICE		FY 2020 FEES				
		TOTAL FEE	APPROX. BIDDEFORD % OF TOTAL FEE	BIDDEFORD FEE	APPROX. DAYTON % OF TOTAL FEE	DAYTON FEE
1.	Executive Director/Superintendent Salary & Benefits	\$193,832.64	92%	\$177,713.38	8%	\$16,119.26
2.	Administrative Assistant Salary & Benefits	\$65,685.96	90%	\$59,117.36	10%	\$6,568.60
3.	Business Office Staff Salary & Benefits	\$286,807.55	90%	\$258,126.79	10%	\$28,680.75
4.	Human Resources	\$78,480.32	90%	\$70,632.29	10%	\$7,848.03
5.	Special Ed Director and Assistant Salary & Benefits	\$271,944.43	90%	\$244,749.99	10%	\$27,194.44
6.	Assistant Superintendent Salary & Benefits	\$127,519.06	90%	\$114,767.16	10%	\$12,751.91
7.	Data Manager Salary & Benefits	\$63,343.39	90%	\$57,009.05	10%	\$6,334.34
8.	Director of Community Relations	\$89,879.57	92%	\$82,689.21	8%	\$7,190.37
9.	Technology Director Salary & Benefits	\$98,291.48	90%	\$88,462.34	10%	\$9,829.15
10.	Transportation Office Supervisor Salary & Benefits	\$70,592.17	90%	\$63,532.95	10%	\$7,059.22
11.	Maintenance	\$81,583.82	92%	\$75,057.12	8%	\$6,526.71
12.	Food Service Director	\$70,482.02	92%	\$64,843.46	8%	\$5,638.56
		\$ 1,498,442.41		\$ 1,356,701.10		\$141,741.34

FY 2021 FEES

SMAC CENTER FUNCTION, PROGRAM, OR SERVICE		FY 2021 FEES				
		TOTAL FEE	APPROX. BIDDEFORD % OF TOTAL FEE	BIDDEFORD FEE	APPROX. DAYTON % OF TOTAL FEE	DAYTON FEE
1.	Executive Director/Superintendent Salary & Benefits	\$197,709.29	92%	\$181,267.65	8%	\$16,441.64
2.	Administrative Assistant Salary & Benefits	\$66,999.68	90%	\$60,299.71	10%	\$6,699.97
3.	Business Office Staff Salary & Benefits	\$292,543.70	90%	\$263,289.33	10%	\$29,254.37
4.	Human Resources	\$80,049.93	90%	\$72,044.93	10%	\$8,004.99
5.	Special Ed Director and Assistant Salary & Benefits	\$277,383.32	90%	\$249,644.99	10%	\$27,738.33
6.	Assistant Superintendent Salary & Benefits	\$130,069.45	90%	\$117,062.50	10%	\$13,006.94
7.	Data Manager Salary & Benefits	\$64,610.25	90%	\$58,149.23	10%	\$6,461.03
8.	Director of Community Relations	\$91,677.17	92%	\$84,342.99	8%	\$7,334.17
9.	Technology Director Salary & Benefits	\$100,257.31	90%	\$90,231.58	10%	\$10,025.73
10.	Transportation Office Supervisor Salary & Benefits	\$72,004.01	90%	\$64,803.61	10%	\$7,200.40
11.	Maintenance	\$83,215.50	92%	\$76,558.26	8%	\$6,657.24
12.	Food Service Director	\$71,891.66	92%	\$66,140.33	8%	\$5,751.33
		\$ 1,528,411.27		\$ 1,383,835.11		\$ 144,576.14

INTERLOCAL AGREEMENT TO ESTABLISH THE SOUTHERN MAINE ADMINISTRATIVE
COLLABORATIVE SCHOOL MANAGEMENT AND LEADERSHIP CENTER

SCHEDULE B

FISCAL YEAR FY 2019 RSC BUDGET

EXPENDITURES		
Regular Instruction	\$	0
Special Education	\$	0
Career & Tech Education	\$	0
Other Instruction	\$	0
Student and Staff Support	\$	0
System Administration	\$	(1,437,061.14)
School Administration	\$	0
Transportation and Buses	\$	0
Facilities Maintenance	\$	0
Debt Service and Other Commitments	\$	0
All Other Expenditures	\$	(37,055.00)
TOTAL EXPENDITURES	\$	(1,506,116.20)

REVENUES		
<u>Functions, Programs, and Service Fees:</u>		
—BIDDEFORD	\$	1,330,099.11
—DAYTON	\$	138,962.09
<u>State Contributions:</u>		\$97,200.00
—Executive Director (55%)	\$	
—Student Information System	\$	
—Accounting/Payroll System	\$	
<u>Charges for Other Commitments:</u>		
—BIDDEFORD (75%)	\$	6,225.00
—DAYTON (25%)	\$	2,075.00
TOTAL REVENUES	\$	1,574,561.20

DISBURSEMENTS		
—BIDDEFORD (75%)	\$	(51,333.75)
—DAYTON (25%)	\$	(17,111.25)
TOTAL DISBURSEMENTS	\$	(68,445.00)

EXPENDITURES + DISBURSEMENTS	\$	(1,574,561.20)
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Biddeford Public Pre-K Change in time Proposal

Very successful first year

First Trimester scores: 42% letter ID, 62% Number ID

Second Trimester scores: 62% letter ID, 68% Number ID

(These scores are based on the Early Childhood Standards/expectations set by the State of Maine)

Recent State Review in February

Planning for Kindergarten transitions

Registrations 2018-2019

Steps for next year

Current Times for 2017-2018:

8:45-12:00 AM Session (Lunch)

1:15-3:30 PM Session (Snack)

Proposed Times for 2018-2019:

7:45-10:30 AM Session (Breakfast)

11:45- 2:10 PM Session (Lunch)

Reasons for the switch:

- Parent Feedback
- Nursing & Social Worker Coverage
- Better times for 4 year old children

BIDDEFORD SCHOOL DEPARTMENT

REQUEST FOR STIPEND APPOINTMENT APPROVAL

Date: 03/06/2017 **School:** Biddeford High School

Building Administrator: Jeremie Sirois

Stipend Position Title: Head Girls Outdoor Track

Position Responsibilities: Organize and conduct team practices. Attend MPA mandatory clinics
and SMAA coaches meetings. Meet all district and state requirements
and certifications. Meet all school requirements such as distributing
and collecting uniforms and registration forms.

Stipend Dollar Amount: \$4,118.00

Anticipated Amount of Time

Number of students participating:	<u>30</u>
Number of days per week:	<u>6</u>
Number of weeks per season/school year:	<u>12</u>
Number of hours per session:	<u>2 practices / 5+ for meets</u>
Total hours for season/school year:	<u>180</u>

Recommended Employee: Chris Quint

Background/Experience: 2017 Cross Country Coach / 2017-2018 Indoor Track Assistant

BIDDEFORD SCHOOL DEPARTMENT

REQUEST FOR STIPEND APPOINTMENT APPROVAL

Date: 03/03/2018 **School:** Biddeford High School

Building Administrator: Jeremie Sirois

Stipend Position Title: Head Boys Lacrosse

Position Responsibilities: Organize and conduct team practices. Attend MPA mandatory clinics and SMAA coaches meetings. Meet all district and state requirements and certifications. Meet all school requirements such as distributing and collecting uniforms and registration forms.

Stipend Dollar Amount: \$4,260.00

Anticipated Amount of Time

Number of students participating: 40

Number of days per week: 6

Number of weeks per season/school year: 12

Number of hours per session: 2 practices / 4-5 games

Total hours for season/school year: 240

Recommended Employee: Todd Turgeon

Background/Experience: See resume. Todd Turgeon was the boys JV Lacrosse coach last season.

- ONE YEAR HIRE

BIDDEFORD SCHOOL DEPARTMENT
REQUEST FOR STIPEND APPOINTMENT APPROVAL

Date: March 10, 2018 **School:** Biddeford Middle School

Building Administrator: Scott Descoteaux

Stipend Position Title: 7th Grade Baseball Coach

Position Responsibilities: Teach the fundamentals of baseball

To teach respect towards coaches, umpires, and opponents

To foster a fun, learning environment

Supervise players during practices and games

Stipend Dollar Amount: \$2272

Anticipated Amount of Time
Number of students participating: 10-14 Players

Number of days per week: 5

Number of weeks per season/school year: 10

Number of hours per session: 1.5

Total hours for season/school year: 75

Recommended Employee: Adam Flynn

Background/Experience: Math Teacher at BHS

Current Girls Varsity hockey coach at BHS

BIDDEFORD SCHOOL DEPARTMENT
REQUEST FOR STIPEND APPOINTMENT APPROVAL

Date: March 12, 2018 **School:** Biddeford Middle School

Building Administrator: Scott Descoteaux

Stipend Position Title: Boys Lacrosse Coach

Position Responsibilities: To teach the fundamentals of LAX

To teach respect towards coaches, referees, and opponents

To a foster a fun, learning environment

Supervise players during all practices and games

Stipend Dollar Amount: \$2272

Anticipated Amount of Time

Number of students participating: 15-25 Players

Number of days per week: 5

Number of weeks per season/school year: 10

Number of hours per session: 1.5

Total hours for season/school year: 75

Recommended Employee: Alan Parent

Background/Experience: Biddeford Youth LAX Coach 5 years

Current assistant coach middle school football
