City of Biddeford
School Committee
January 12, 2022 5:00 PM Little Theater at BHS

Public Viewing Instructions

Public Viewing:
Local Public Access Station
City of Biddeford Website

Please click the link below to join the webinar:
https://us06web.zoom.us/j/86200913945
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US: +1 312 626 6799 or +1 646 558 8656
Webinar ID: 862 0091 3945

Further Instructions 1_12_2022.pdf

A. Call to Order:

B. Roll Call:

C. Pledge of Allegiance:

D. Adjustments to Agenda:

E. Consideration of Minutes:

E.1. Minutes 12/8/2021

F. Consent Agenda

F.1. Appointment:
Harry Libby ~ Custodian ~ Replacing Patrick Morneau
Athletic Stipends BHS
Kristy Kendrick ~ Unified Basketball Coach
Nicole Walker ~ Unified Basketball Coach
Sarah Mitchell ~ AP Associate ~ Replacing Taylor Turner
Athletic Stipends BMS
Jimmy Smith ~ Wrestling Head Coach
Mike Hallett ~ Indoor Track Head Coach
Derek Gaudreau ~ Indoor Track Assistant Coach
Katie Babineau ~ Indoor Track Assistant Coach
Resignation:
Sue Sydnor ~ Student Services/Truancy BMS
Susan Scully ~ Ed Tech II BPS
Transfer:
Gilbert Standish ~ Promoted from Head Custodian BPS to Lead Custodian Elementary ~ New Position

2021-2022 Athletic & Nonathletic stipends nominations BHS.xlsx - Sheet1.pdf
2021-2022 stipend nominations BMS.xlsx - Sheet1.pdf

G. Superintendent's Report:

H. Committee Reports: Finance/Building, Grounds; Curriculum; Policy; Waterhouse Advisory Committee

I. Old Business:

J. New Business: Public participation opportunity after each item listed below (3 minutes per item)

J.1. Class Size Option - Elementary - Informational
Staff Survey Results - 8th Graders at Maplewood Ave Campus
COVID Update
Update on changes to the SOP
Budget Update
ESSER III - Budget Overview
Vote: To authorize and adopt the attached Restated 403b Plan
Class Size Memo.pdf
Future of BMS Faculty_Staff Results.pdf
Nursing Update 1.12.22.pdf
ESSER III Budget Overview.pdf
403B.pdf

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

L. Communications:

M. Executive Session:

N. Adjournment:

Instructions for Public Participation

The Biddeford School Committee will hold a meeting on Wednesday, January 12, 2022, at 5:00 PM.

This meeting will be held in person by the School Committee only in the Little Theater. The meeting for the public will be conducted using Zoom Webinar, a web-based video conferencing tool, under 1 M.R.S.A. § 403-A, which authorizes the school department to hold remote meetings during the state of emergency declared by the Governor due to the outbreak of COVID-19.

Topic: Biddeford School Committee Meeting

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You will not be shown on the camera as a meeting viewer, and your microphone will be muted by default.

What controls should I use to participate in the meeting?
If you would like to participate during the meeting, click the “raise your hand” button at the bottom of the screen at the appropriate time for comment. The host of the meeting will see that you would like to participate and will be able to turn your mic on for you when it is your turn to speak.

If you have joined the meeting by phone only, you will need to use the following codes:
***6-Toggle mute/unmute**
***9-Raise hand**

Do I have to use Zoom to watch the meeting?
No, you will still be able to watch a live stream of the meetings as you usually would on Public Access Channel 1301 or on the city website.

Watch Video: **City of Biddeford Website**

Due to the COVID-19 PANDEMIC, the Biddeford School Committee will meet in person but will conduct the public hearing and meeting telephonically. The public will not be allowed to attend the meeting in person. However, the meeting may be viewed live on the City’s Public Access Channel or on the City’s website: www.biddefordmaine.org, selecting the Government tab and then clicking on “Video/Agendas/Minutes”. Copies of the agenda and minutes are available on the City’s website and School website www.biddefordschools.me. Questions or comments may be emailed prior to the meeting to School Committee Members, Superintendent, Jeremy Ray, Assistant Superintendent, Christopher Indorf, or Director of Instruction & Innovation, Mandy Cyr.

FALL	**Coach's Name**	**Season**	**Stipend**	**Nominated**	**Approved by Board**
Varsity Football (H)	Steve Allosso	Fall	**$6,870.96**	7/30/2021	8/11/2021
JV - Assistant Football (A)	Joie Hansen	Fall	**$4,122.58**	7/30/2021	8/11/2021
JV - Assistant Football (A)	Jeff Wolfahrt	Fall	**$4,122.58**	7/30/2021	8/11/2021
JV - Assistant Football (A)	Keith Leblanc	Fall	**$4,122.58**	7/30/2021	8/11/2021
FR Football FR (H)	EJ Kruse	Fall	**$4,122.58**	7/30/2021	8/11/2021
FR Football FR (A)	Jon Chenard	Fall	**$4,122.58**	7/30/2021	8/11/2021
Varsity Soccer (G) (H)	Darren Boynton	Fall	**$4,580.64**	7/30/2021	8/11/2021
JV Soccer (G) (A)	Alyssa Rondo	Fall	**$2,748.38**	7/30/2021	8/11/2021
Head Varsity Boys Soccer	Paul Illiano	Fall	**$4,580.64**	7/30/2021	8/11/2021
JV Soccer (B) (A)	**VACANT**	Fall		7/30/2021	
Varsity Field Hockey (H)	Caitlin Tremberth	Fall	**$4,580.64**	7/30/2021	8/11/2021
JV - Field Hockey (A)	Laurie Maushart	Fall	**$1,374.19 (1/2)**	7/30/2021	8/11/2021
JV - Field Hockey (A)	Suraiya Gobeil	Fall	**$1,374.19 (1/2)**	7/30/2021	8/11/2021
Varsity Volleyball (H)	Ruth Shaw	Fall	**$4,198.92**	7/30/2021	8/11/2021
JV - Volleyball (A)	Gerald Lapierre	Fall	**$2,519.35**	7/30/2021	8/11/2021
Varsity Cheerleading (H) Fall	Deb Lebel	Fall	**$2,672.04**	7/30/2021	8/11/2021
Varsity - Golf (H)	Jon Jacques	Fall	**$3,435.48**	7/30/2021	8/11/2021
JV -Golf (JV Cheering Stipend)	Josh Williams	Fall	**$1,603.22**	7/30/2021	8/11/2021
Varsity Cross Country (B/G)	Chris Quint	Fall	**$3,817.20**	7/30/2021	8/11/2021
Field Lining - Fall	Shawn Descoteaux	Fall	**$1,500.00**	7/30/2021	8/11/2021
WINTER	**Coach's Name**	**Season**	**Stipend**	7/30/2021	
Varsity - Basketball (B) (H)	Justin Tardif	Winter	**$6,107.52**	7/30/2021	8/11/2021
FR - Basketball (B) (H)	Keith Leblanc	Winter	**$3,664.51**	7/30/2021	8/11/2021
JV - Basketball (B) (A)	James Strohm (1/2)	Winter	**$1,827.55**	11/23/2021	12/8/2021
JV - Basketball (B) (A)	Craig Dube (1/2)	Winter	**$1,827.55**	11/23/2021	12/8/2021
Varsity - Basketball (G) (H)	Jeannine Paradis	Winter	**$6,107.52**	7/30/2021	8/11/2021
FR - Basketball (G) (H)	Gerald Lapierre	Winter	**$3,654.51**	12/1/2021	12/8/2021
JV - Basketball (G) (A)	Ron Cote	Winter	**$3,664.52**	11/9/2021	11/10/2021
Varsity - Hockey (B) (H)	Jason Tremblay	Winter	**$5,344.08**	7/30/2021	8/11/2021

FALL	**Coach's Name**	**Season**	**Stipend**	**Nominated**	**Approved by Board**
JV - Hockey (B) (A)	Ethan Basille	Winter	**$3,206.45**	7/30/2021	8/11/2021
Varsity - Hockey (G) (H)	Adam Flynn	Winter	**$5,344.08**	7/30/2021	8/11/2021
JV - Hockey (G) (A)	Josh Williams	Winter	**$3,206.45**	11/9/2021	11/10/2021
Varsity - Wrestling (H0	Anthony Cincotta	Winter	**$5,344.08**	7/30/2021	8/11/2021
JV - Wrestling (A)	Ryan Toussaint	Winter	**$3,206.45**	11/9/2021	11/10/2021
Var - Cheerleading (H) Winter	Deb Lebel	Winter	**$3,817.20**	7/30/2021	8/11/2021
JV - Cheerleading (A) Winter	**VACANT**	Winter	**$2,290.32**		
Varsity Track Indoor (B/G) (H)	Chris Quint	Winter	**$4,962.36**	7/30/2021	8/11/2021
JV - Track Indoor (B/G) (A)	Ron Ouellette	Winter	**$2,977.42**	7/30/2021	8/11/2021
JV - Track Indoor (B/G) (A)	Erin O'Connor	Winter	**$2,977.42**	7/30/2021	8/11/2021
JV - Track Indoor (B/G) (A)	EJ Kruse	Winter	**$2,977.42**	7/30/2021	8/11/2021
Weight Lifting (School Year)	Steve Allosso	2020-2021	**$4,198.92**	7/30/2021	8/11/2021
Unified Basketball (H)	**Kristie Kendrick**	**Winter**	**$1,908.60**	**1/4/2022**	
Unified Basketball (A) Liaison	**Nicole Walker**	**Winter**	**$1,145.16**	**1/4/2022**	
SPRING					
Varsity - Baseball (H)	Keith Leblanc	Spring	**$4,580.64**	7/30/2021	8/11/2021
JV - Baseball (A)	Richard Letelliere	Spring	**$2,748.38**	7/30/2021	8/11/2021
FT - Baseball (H)	James Kenney	Spring	**$2,748.38**	7/30/2021	8/11/2021
Varsity - Softball (H)	Mike Fecteau	Spring	**$4,580.64**	7/30/2021	8/11/2021
JV - Softball (A)	Dan Letelliere	Spring	**$2,748.38**	7/30/2021	8/11/2021
Varsity - Lacrosse (B) (H)	Jason Martel	Spring	**$4,962.36**	7/30/2021	8/11/2021
JV - Lacrosse (B) (A)	Jeffrey Wolfahrt	Spring	**$2,977.42**	7/30/2021	8/11/2021
Varsity - Lacrosse (G) (H)	Caitlin Tremberth	Spring	**$4,962.36**	7/30/2021	8/11/2021
JV - Lacrosse (G) (A)	Kaitlin Prince	Spring	**$2,977.42**	7/30/2021	8/11/2021
Varsity - Track Outdoor (G) (H)	Chris Quint	Spring	**$4,580.64**	7/30/2021	8/11/2021
Varsity - Track Outdoor (B) (H)	EJ Kruse	Spring	**$4,580.64**	7/30/2021	8/11/2021
JV - Track Outdoor (B/G) (A)	Logan Gailitis	Spring	**$2,748.38**	7/30/2021	8/11/2021
JV - Track Outdoor (B/G) (A)	Ron Ouellette	Spring	**$2,748.38**	7/30/2021	8/11/2021
Varsity - Tennis (B)	Jeffrey Barrett	Spring	**$2,672.04**	7/30/2021	8/11/2021

FALL	Coach's Name	Season	Stipend	Nominated	Approved by Board
Varsity - Tennis (G)	Teri Schang	Spring	$2,672.04	7/30/2021	8/11/2021
Summer Conditioning	Steve Allosso	2022	$1,908.60	7/30/2021	8/11/2021
Field Lining - Spring	Shawn Descoteaux	2022	$1,500.00	7/30/2021	8/11/2021
BHS - Co-Curracular					
Annual - 2021-2022					
Choral Director	Wesley Raines	21-22	$2,229.00	10/12/2021	10/27/2021
Drama Director	Bruce Brasier	21-22	$2,229.00	10/22/2021	10/27/2021
Instramental Director	Mike Murphy	21-22	$3,343.50	10/12/2021	10/27/2021
Fall - 2021					
Marching Band Director	Mike Murphy	2021	$3,343.50	10/12/2021	10/27/2021
BHS Drill Instructor	Brandon Johnson	2021	$2,229.00	10/12/2021	10/27/2021
BHS Color Guard	Margaret Pitt	2021	$2,229.00	10/12/2021	10/27/2021
BHS Precussion	Grace Murphy	2021	$2,972.00	10/12/2021	10/27/2021
BHS Tech	Will Martin	2021	$1,192.00	10/12/2021	10/27/2021
Winter - 2021-2022					
Marching Band Director	Mike Murphy	21-22	$2,972.00	10/12/2021	10/27/2021
BHS Visual Design	Brandon Johnson	21-22	$1,490.00	10/12/2021	10/27/2021
BHS Percussion	Grace Murphy	21-22	$1,490.00	10/12/2021	10/27/2021
Percussion Staff - Winter	Vacant	21-22			
BHS Tech	Will Martin	21-22	$1,192.00	10/12/2021	10/27/2021
Non-Instramental Stipends					
Civil Rights Team Advisor	Dave Nelson (1/4)	21-22	$278.62	10/12/2021	10/27/2021
Civil Rights Team Advisor	Clarenence Holman (1/2)	21-22	$557.25	10/12/2021	10/27/2021
Civil Rights Team Advisor	Jordan Seavey (1/4)	21-22	$278.62	10/12/2021	10/27/2021
Debate Team Coach	Not Offered				

FALL	**Coach's Name**	**Season**	**Stipend**	**Nominated**	**Approved by Board**
Interact	Hanah Johnson	**21-22**	**$1,114.50**	10/12/2021	10/27/2021
Freshmen Mentor Advisor	Joyce Tarpy	**21-22**	**$1,486.00**	10/12/2021	10/27/2021
Robotics	Carol LePauloue	**21-22**	**$1,114.50**	10/12/2021	10/27/2021
National Honor Society	Doreen Collin (1/2)	**21-22**	**$557.25**	10/12/2021	10/27/2021
National Honor Society	Vicki Salo (1/2)	**21-22**	**$557.25**	10/12/2021	10/27/2021
Journalism	Bruce Brasier	**21-22**	**$1,114.50**	10/12/2021	10/27/2021
Math Team Advisor	James Grover	**21-22**	**$1,114.50**	10/12/2021	10/27/2021
Odyssey of the Mind Cord.	Vicky Salo	**21-22**	**$1,114.50**	10/12/2021	10/27/2021
Student Council Advisor	Becky Auten (1/3)	**21-22**	**$743.00**	10/12/2021	10/27/2021
Student Council Advisor	Hannah Johnson (1/3)	**21-22**	**$743.00**	10/12/2021	10/27/2021
Student Council Advisor	James Grover (1/3)	**21-22**	**$743.00**	10/12/2021	10/27/2021
Yearbook Advisor	Heather Tremblay	**21-22**	**$2,972.00**	10/12/2021	10/27/2021

Stipend Position					
FALL	**Coach's Name**	**Stipend**	**Nominated**	**Approved by Board**	
Head Middle School Football	Gary Pleau	**$6,870.96**	7/30/2021	8/11/2021	
Football Assistant	Kelly O'Guinn	**$2,061.29**	7/30/2021	8/11/2021	
Football Assistant	Jay Demick	**$2,061.29**	7/30/2021	8/11/2021	
Middle School Cross Country Coach	Stephen True	**$1,908.60**	8/11/2021	8/25/2021	
Grade 7 Field Hockey Coach	Kirsten Pelletier	**$2,290.32**	8/11/2021	8/25/2021	
Grade 8 Field Hockey	Stephanie Coleman	**$2,290.32**	8/11/2021	8/25/2021	
7th Grade Boys Soccer Coach	Bob Martens	**$2,290.32**	8/11/2021	8/25/2021	
8th Grade Girls Soccer Coach	Sophie Manning	**$2,290.32**	8/11/2021	8/25/2021	
8th Grade Boys Soccer Coach	Chris LeSieur	**$2,290.32**	8/11/2021	8/25/2021	
Middle School Volleyball	Justine Bouthot	**$2,099.46**	8/11/2021	8/25/2021	
Girls Soccer Coach Grades 6 & 7	Kaitlin Babineau	**$2,290.32**	9/9/2021	9/22/2021	
Athletic Director	Karl Lebreux	**$10,500**	9/22/2021	9/22/2021	
WINTER	**Coach's Name**	**Stipend**	**Nominated**	**Approved by Board**	**Background/Experience**
Middle School Winter Cheering Co-Coach	Olivia Souliere	$954.30 (Stipend divided by 2)	10/18/2021	10/27/2021	Former BHS Cheerleader, current Fall Recreation coach
Middle School Winter Cheer Co-Coach	Natalie Hatch	$954.30 (stipend divided by 2)	10/18/2021	10/27/2021	Former BHS Cheerleader and current Biddeford Recreation Coach
Grade 7 Boys Basketball	Derek Gaudreau	$3,053.76	10/18/2021	10/27/2021	Former travel coach and Current BPS Employee
Boys Basketball Grade 8	Kelly O'Guinn	$3,053.76	10/18/2021	10/27/2021	Volunteer coach last season and current BMS Football Assistant
Grade 7 Girls Basketball	Melody Michaud	$3,053.76	10/18/2021	10/27/2021	Current BMS coach
Grade 8 Girls Basketball	Don Stanhope	$3,053.76	10/18/2021	10/27/2021	Current BMS teacher and former coach in the Bangor School System
Third Team Boys Basketball BMS	Richard Shumate	$1,160.00	11/5/2021	11/10/2021	Coach from 2019 season
BMS Wrestling Head Coach	Jimmy Smith	**$2,672.04**	**1/10/2022**		Varsity Assistant and current middle school coach
Middle School Indoor Track Head Coach	Mike Hallett	**$2,481.18**	**1/10/2022**		Current Middle School coach
Middle School Indoor Track Assistant Coach	Derek Gaudreau	**$1,488.71**	**1/10/2022**		Ed Tech at BPS, current 7th grade basketball coach
Middle School Indoor Track Assistant Coach	Katie Babineau	**$1,488.71**	**1/10/2022**		BMS Intern and Girls Soccer coach
Unified Basketball Head Coach	Kristy Kendrick	**$1,908.60**	**1/10/2022**		Current coach for BMS/BHS and Teacher at BMS
Unified Basketball Assistant BMS	Nicole Walker	**$1,145.16**	**1/10/2022**		Current assistant for the middles school and the high school

Biddeford Schools

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MEMO

TO: Jeremy Ray, Superintendent
FROM: Mandy Cyr, Director of Instruction
CC: Chris Indorf, Assistant Superintendent
RE: Class Size Memo
DATE: November 17, 2021

As a response to the COVID-19 pandemic, Biddeford School Department reconfigured grade placement in our buildings allowing students to remain in school while adhering to the guidance from the CDC and Maine Department of Education. Our internship program, in collaboration with our postsecondary partners, has been a success and has helped us space students and drastically reduce elementary class sizes.

The attached documents are based on anticipated enrollments for the 2022 - 2023 school year.

Full Internship Program with 2 Additional Teachers Funded with ESSER III

- 8 Resident Intern Positions
- Additional teacher - grade 3 and grade 4
- K-4 class sizes remain 16 - 17

No Interns with 2 Additional Teachers Funded with ESSER III

- Additional teacher - grade 2 and grade 4
- Class Sizes
    - K 17/18
    - 1 17/18
    - 2 16/17
    - 3 18/19
    - 4 17/18

No Interns or Extra Teacher Positions

- Class Sizes
    - K 17/18
    - 1 17/18
    - 2 18/19
    - 3 18/19
    - 4 19

Biddeford Schools

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Full Internship Program with 2 additional Teachers Funded via ESSER III

Pre-K			Grade K			Grade 1			Grade 2			Grade 3			Grade 4		
Teacher	Class Size	90	Teacher	Class Size	190	Teacher	Class Size	206	Teacher	Class Size	169	Teacher	Class Size	182	Teacher	Class Size	171
Teacher 1 AM	13	☐	Teacher 1	16	☐	Teacher 1	16	☐	Teacher 1	16	☐	Teacher 1	16	☐	Teacher 1	18	☐
Teacher 1 PM	13	☐	Teacher 2	16	☐	Teacher 2	16	☐	Teacher 2	16	☐	Teacher 2	16	☐	Teacher 2	17	☐
Support Staff		☐	Teacher 3	16	☐	Teacher 3	16	☐	Teacher 3	16	☐	Teacher 3	16	☐	Teacher 3	17	☐
			Teacher 4	16	☐	Teacher 4	16	☐	Teacher 4	16	☐	Teacher 4	16	☐	Teacher 4	17	☐
Teacher 2 AM	13	☐	Teacher 5	16	☐	Teacher 5	16	☐	Teacher 5	17	☐	Teacher 5	16	☐	Teacher 5	17	☐
Teacher 2 PM	13	☐	Teacher 6	16	☐	Teacher 6	16	☐	Teacher 6	17	☐	Teacher 6	16	☐	Teacher 6	17	☐
Support Staff		☐	Teacher 7	16	☐	Teacher 7	16	☐				Teacher 7	16	☐	Teacher 7	17	☐
			Teacher 8	16	☐	Teacher 8	16	☐				Teacher 8	16	☐			
			Teacher 9	16	☐	Teacher 9	16	☐				Teacher 9	16	☐			
Teacher 3 AM	13	☐				Teacher 10	16	☐				Teacher 10	16	☐			
Teacher 3 PM	13	☐															
Support Staff		☐															
Headstart 1	13	☐	Teacher 10	13	☐	Teacher 11	13	☐	Teacher 7	13	☐	Teacher 11	12	☑	Teacher 8	17	☐
Headstart 2	13	☐	Teacher 11	13	☐	Teacher 12	13	☐	Teacher 8	13	☐				Teacher 9	17	☐
									Teacher 9	13	☐				Teacher 10	17	☐
			Intern	10	☐	Intern	10	☐	Intern	10	☐	Intern	10	☐			
			Intern	10	☐	Intern	10	☐	Intern	10	☐						
									Intern	10	☐						
	91			190			206			167			182			171	
# of Rooms	8		# of Rooms	13		# of Rooms	14		# of Rooms	12		# of Rooms	12		# of Rooms	10	
Review by Princ.	☑		Review by Princ.	☐		Review by Princ.	☐		Review by Princ.	☐		Review by Princ.	☑		Review by Princ.	☑	
Teacher Ratio			Teacher Ratio	14.62		Teacher Ratio	14.71428571		Teacher Ratio	13.91666667		Teacher Ratio	15.16666667		Teacher Ratio	17.10	

No Interns with 2 Additional Teachers via ESSER III

Pre-K			Grade K			Grade 1			Grade 2			Grade 3			Grade 4		
Teacher	Class Size	90	Teacher	Class Size	190	Teacher	Class Size	206	Teacher	Class Size	169	Teacher	Class Size	182	Teacher	Class Size	171
Teacher 1 AM	13	☐	Teacher 1	17	☐	Teacher 1	18	☐	Teacher 1	17	☐	Teacher 1	18	☐	Teacher 1	18	☐
Teacher 1 PM	13	☐	Teacher 2	17	☐	Teacher 2	18	☐	Teacher 2	17	☐	Teacher 2	18	☐	Teacher 2	17	☐
Support Staff		☐	Teacher 3	17	☐	Teacher 3	17	☐	Teacher 3	17	☐	Teacher 3	18	☐	Teacher 3	17	☐
			Teacher 4	17	☐	Teacher 4	17	☐	Teacher 4	17	☐	Teacher 4	18	☐	Teacher 4	17	☐
Teacher 2 AM	13	☐	Teacher 5	17	☐	Teacher 5	17	☐	Teacher 5	17	☐	Teacher 5	18	☐	Teacher 5	17	☐
Teacher 2 PM	13	☐	Teacher 6	17	☐	Teacher 6	17	☐	Teacher 6	17	☐	Teacher 6	18	☐	Teacher 6	17	☐
Support Staff		☐	Teacher 7	17	☐	Teacher 7	17	☐	Teacher 7	17	☐	Teacher 7	18	☐	Teacher 7	17	☐
			Teacher 8	17	☐	Teacher 8	17	☐	Teacher 8	17	☐	Teacher 8	18	☐	Teacher 8	17	☐
			Teacher 9	18	☐	Teacher 9	17	☐	Teacher 9	17	☐	Teacher 9	18	☐	Teacher 9	17	☐
Teacher 3 AM	13	☐	Teacher 10	18	☐	Teacher 10	17	☐	Teacher 10	16	☐	Teacher 10	19	☐	Teacher 10	17	☐
Teacher 3 PM	13	☐	Teacher 11	18	☐	Teacher 11	17	☐									
Support Staff		☐				Teacher 12	17	☐									
Headstart 1	13	☐															
Headstart 2	13	☐															
	91			190			206			169			181			171	
# of Rooms	8		# of Rooms	11		# of Rooms	12		# of Rooms	9		# of Rooms	10		# of Rooms	10	
Review by Princ.	☑		Review by Princ.	☑		Review by Princ.	☐		Review by Princ.	☐		Review by Princ.	☑		Review by Princ.	☑	
Teacher Ratio			Teacher Ratio	17.27		Teacher Ratio	17.16666667		Teacher Ratio	16.9		Teacher Ratio	18.1		Teacher Ratio	17.10	

No Interns or Extra Teacher Positions

Pre-K			Grade K			Grade 1			Grade 2			Grade 3			Grade 4		
Teacher	Class Size	90	Teacher	Class Size	190	Teacher	Class Size	206	Teacher	Class Size	169	Teacher	Class Size	182	Teacher	Class Size	171
Teacher 1 AM	13	☐	Teacher 1	17	☐	Teacher 1	18	☐	Teacher 1	19	☐	Teacher 1	18	☐	Teacher 1	19	☐
Teacher 1 PM	13	☐	Teacher 2	17	☐	Teacher 2	18	☐	Teacher 2	19	☐	Teacher 2	18	☐	Teacher 2	19	☐
Support Staff		☐	Teacher 3	17	☐	Teacher 3	17	☐	Teacher 3	19	☐	Teacher 3	18	☐	Teacher 3	19	☐
			Teacher 4	17	☐	Teacher 4	17	☐	Teacher 4	0	☐	Teacher 4	18	☐	Teacher 4	19	☐
Teacher 2 AM	13	☐	Teacher 5	17	☐	Teacher 5	17	☐	Teacher 5	19	☐	Teacher 5	18	☐	Teacher 5	19	☐
Teacher 2 PM	13	☐	Teacher 6	17	☐	Teacher 6	17	☐	Teacher 6	19	☐	Teacher 6	19	☐	Teacher 6	19	☐
Support Staff		☐	Teacher 7	17	☐	Teacher 7	17	☐	Teacher 7	19	☐	Teacher 7	18	☐	Teacher 7	19	☐
			Teacher 8	17	☐	Teacher 8	17	☐	Teacher 8	19	☐	Teacher 8	18	☐	Teacher 8	19	☐
			Teacher 9	18	☐	Teacher 9	17	☐	Teacher 9	18	☐	Teacher 9	18	☐	Teacher 9	19	☐
Teacher 3 AM	13	☐	Teacher 10	18	☐	Teacher 10	17	☐	Teacher 10	18	☐	Teacher 10	19	☐			
Teacher 3 PM	13	☐	Teacher 11	18	☐	Teacher 11	17	☐						☐			
Support Staff		☐				Teacher 12	17	☐									
Headstart 1	13	☐															
Headstart 2	13	☐															
	91			190			206			169			182			171	
# of Rooms	8		# of Rooms	11		# of Rooms	12		# of Rooms	10		# of Rooms	10		# of Rooms	9	
Review by Princ.	☑		Review by Princ.	☑		Review by Princ.	☐		Review by Princ.	☐		Review by Princ.	☑		Review by Princ.	☑	
Teacher Ratio			Teacher Ratio	[illegible]		Teacher Ratio	17.16666667		Teacher Ratio	18.77777778		Teacher Ratio	18.2		Teacher Ratio	[illegible]	

Faculty/Staff Survey Summary
The Future of the BMS

CENTRAL QUESTION

Given:

The changing demographics of our community;
That BHS is currently a 8-12 school, BMS is a 5-7 school, BIS is a 3-4 school;
That the future of the JFK school, in need of more than $10,000,000 of infrastructure investment, is uncertain
That the arc of the pandemic remains uncertain;

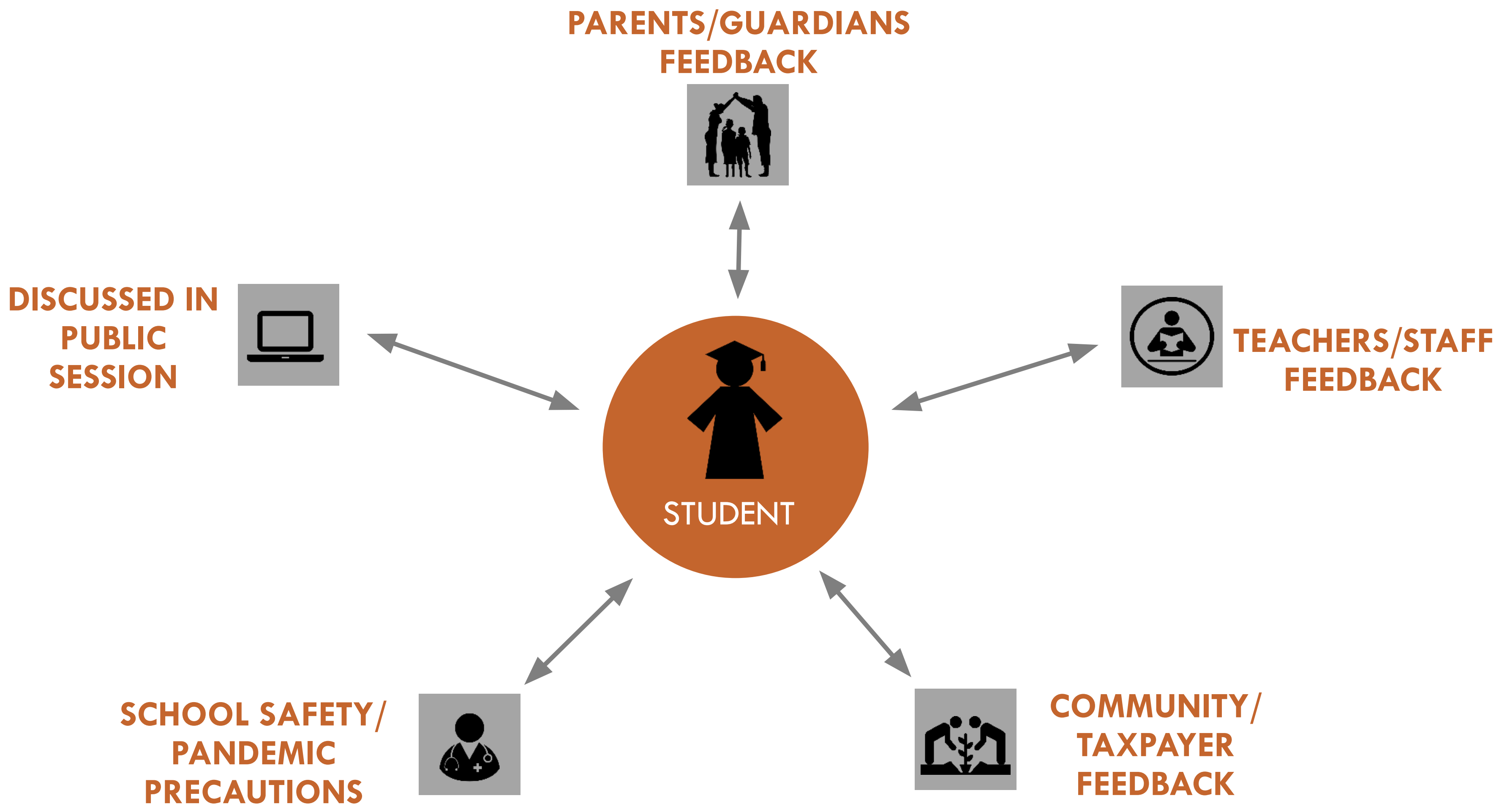
The question before the school committee is how to best populate buildings to:

- Maximize program opportunities for students;
- Run effectively and efficiently;
- Maximize opportunities for collaboration;
- Operate safely.

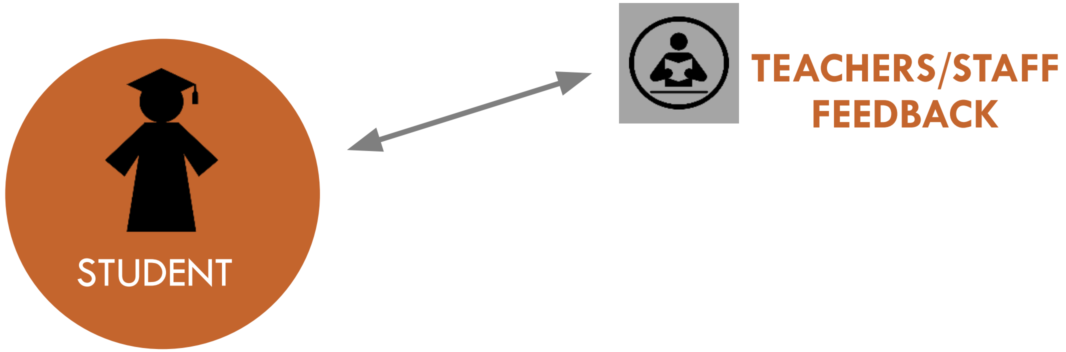
In sum, there are three options on the table at this hour:

1. Keep the 8th grade at BHS, utilizing federal funds to provide a private wing and expand CTE offerings
2. Return 8th grade to BMS, and utilize federal funds to build a wing to create a grades 5-8 BMS to maintain smaller class sizes, the REE program, and to be prepared for future distancing requirements
3. Status quo ante.

STAKEHOLDER FEEDBACK



STAKEHOLDER FEEDBACK



SURVEY INSTRUMENT

Director of Instruction Mandy Cyr distributed an electronic survey via email to faculty and staff. It was written by her and Assistant Superintendent Indorf.

Feedback from Superintendent, HS and 8th Grade Assistant Principal during development.

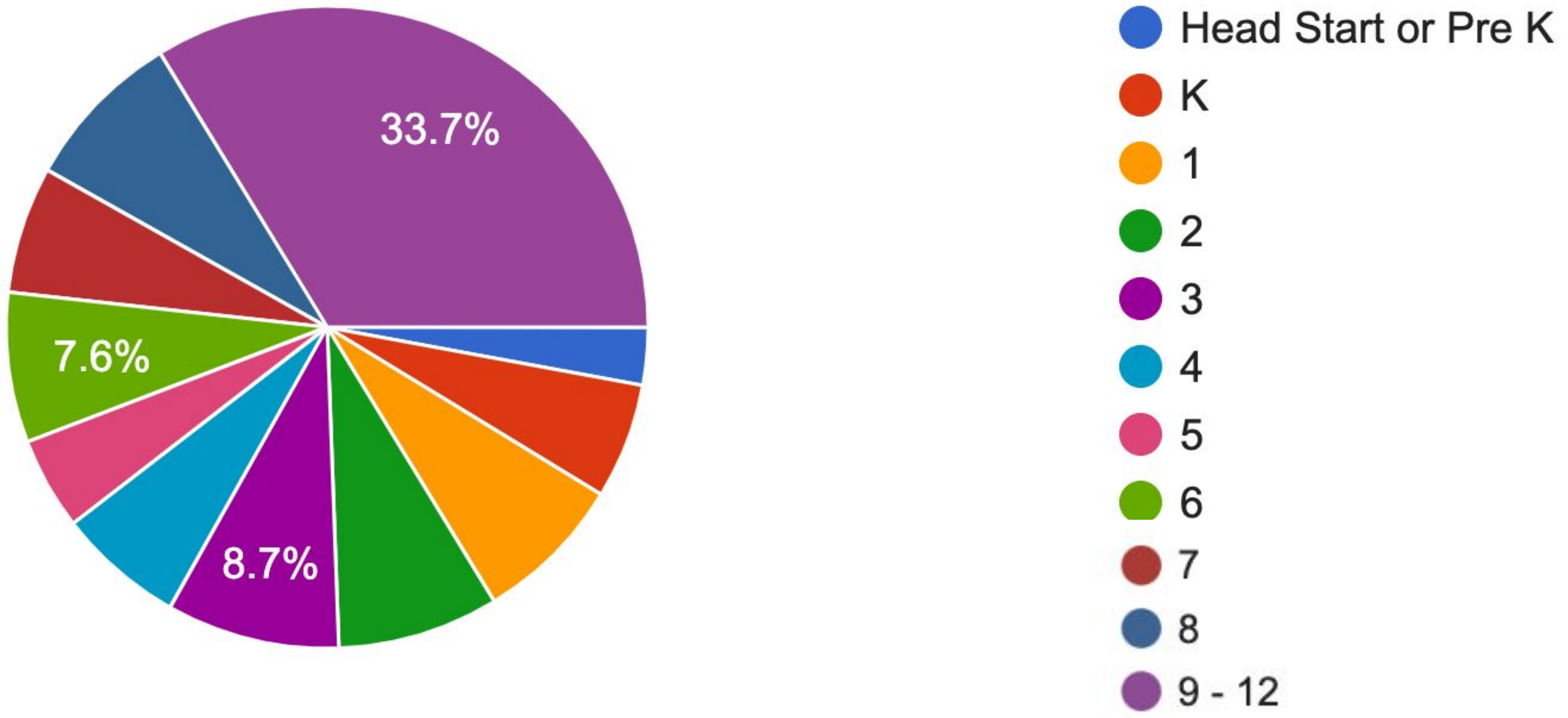
Response rate adequate for validity.

- 174 total responses from faculty and staff, representing all grade levels and schools
- This is the third survey, following mixed results from parents (the most evenly split), students (overall, slightly more in favor of keeping the 8th grade at the Maplewood campus), and was the most definitive.
- Today is the fourth opportunity for the public to join in providing feedback on this important program and infrastructure consideration.

SURVEY RESULTS - *Demographics*

What grade do you teach?

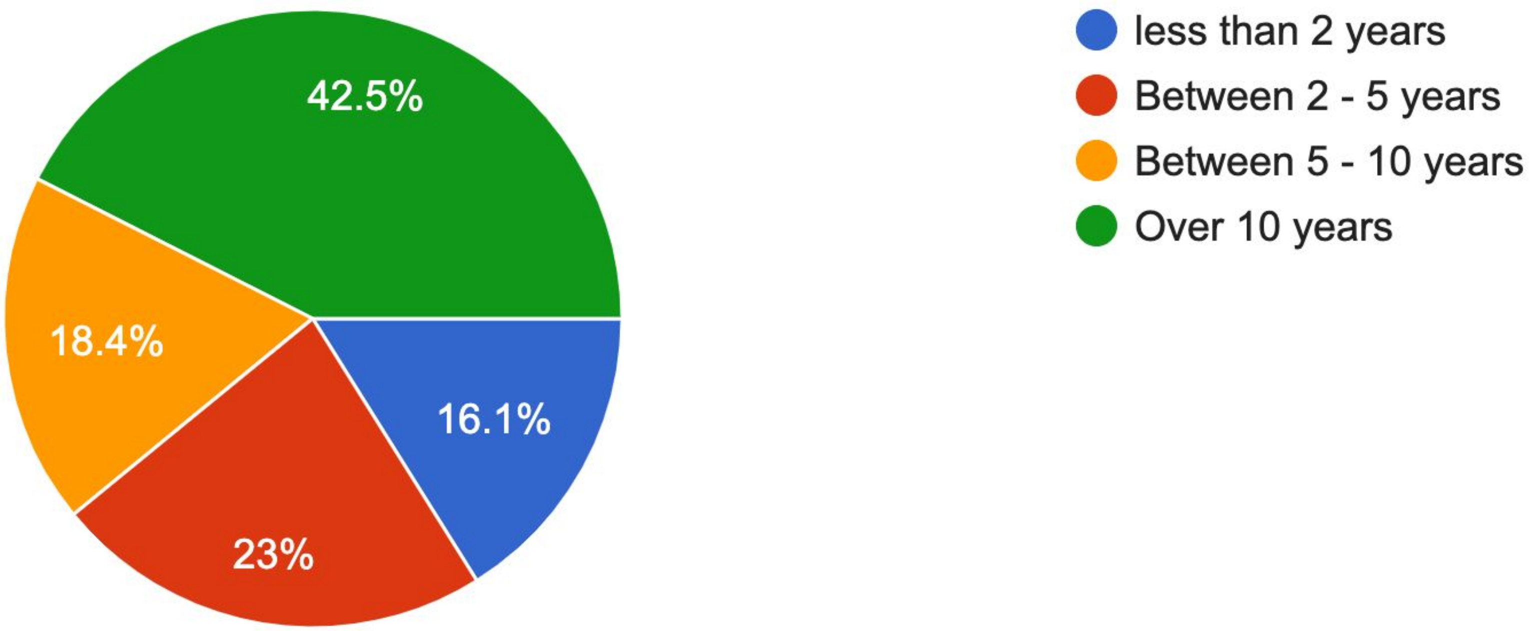
172 responses



SURVEY RESULTS - *Demographics*

How many years have you been teaching in Biddeford?

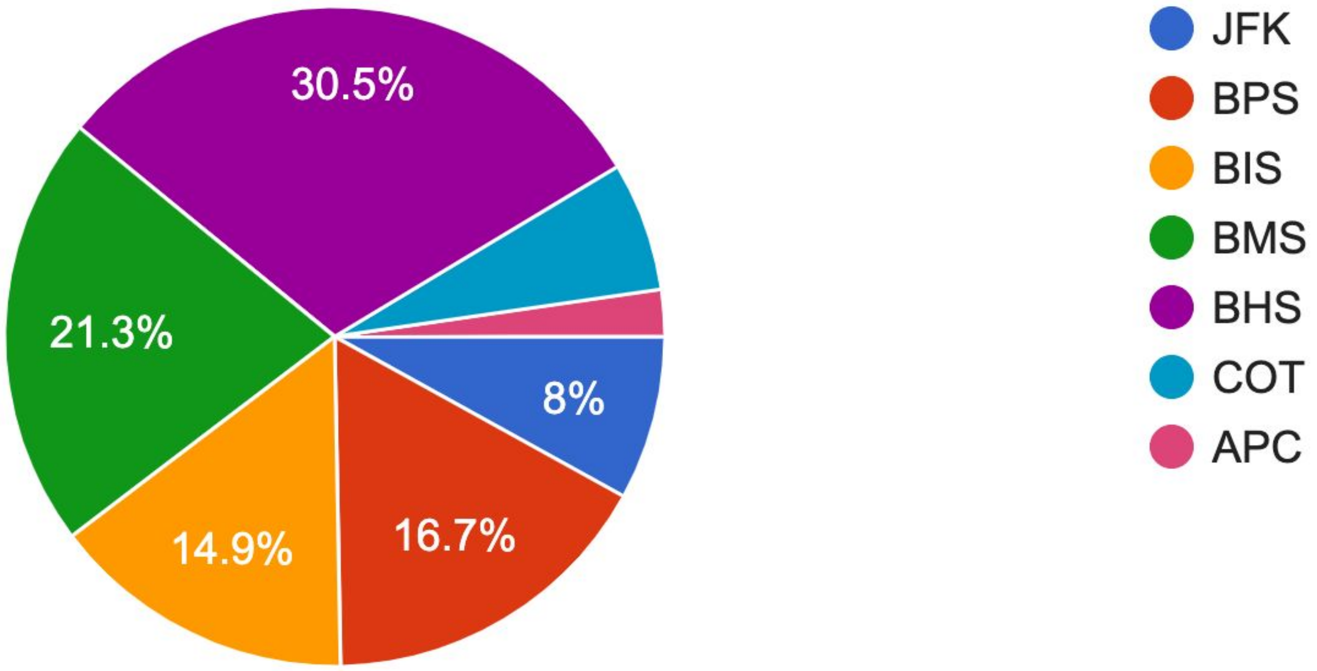
174 responses



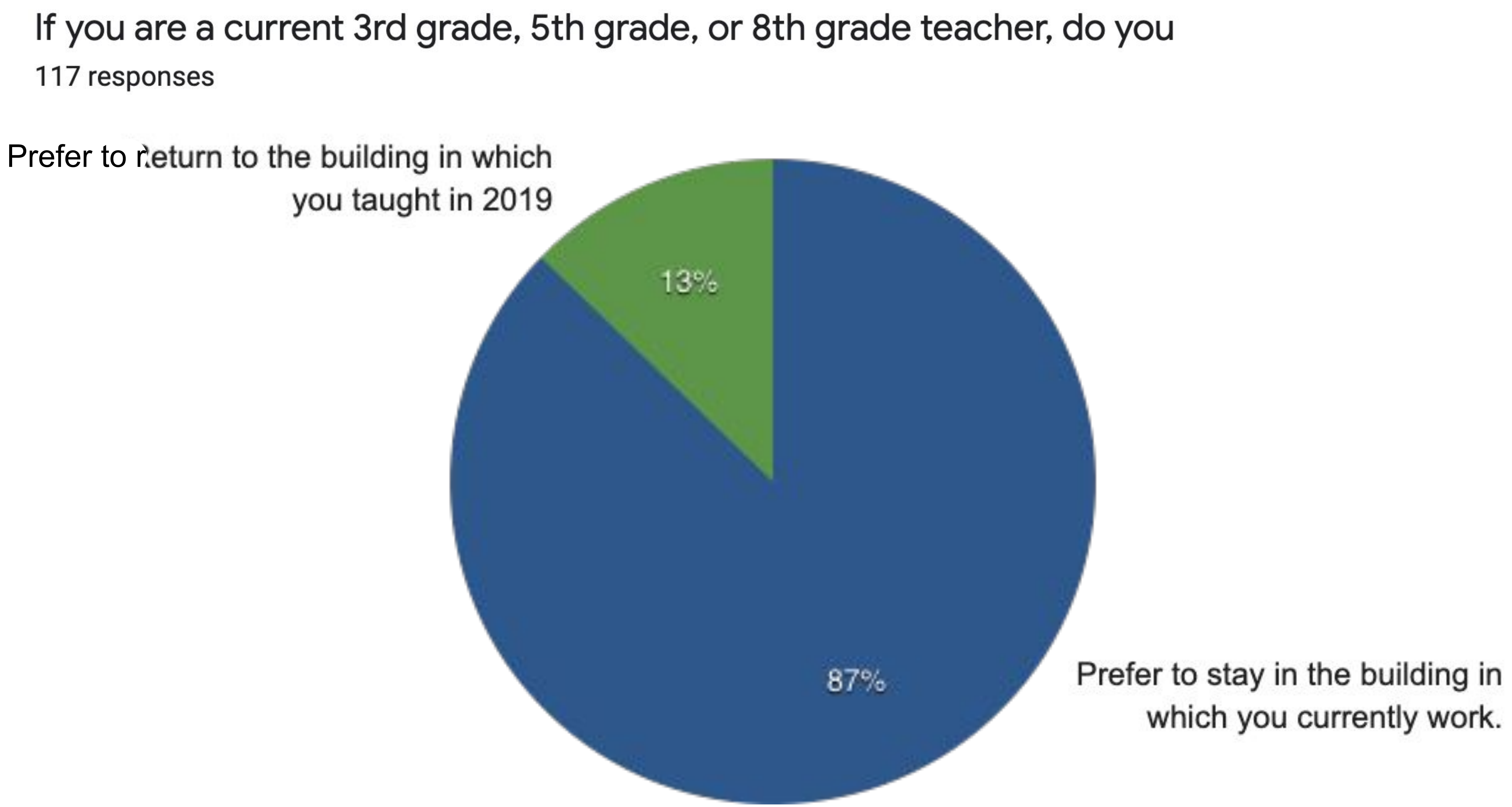
SURVEY RESULTS - *Demographics*

In which building do you currently teach or teach most often?

174 responses



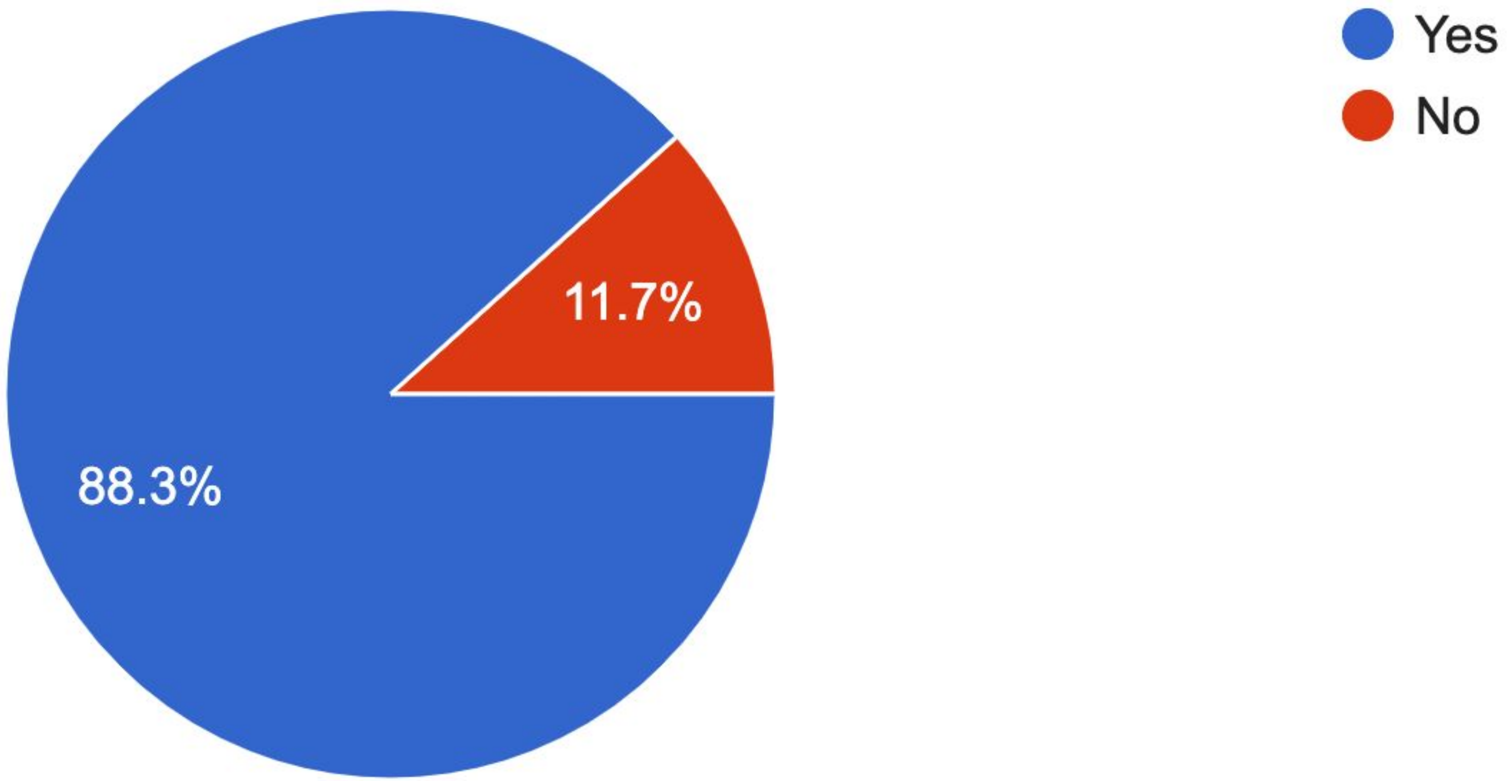
SURVEY RESULTS - *Teachers recently moved*



SURVEY RESULTS - *Elementary teachers on REEE*

Would you like to continue with the REE Mentorship Program?

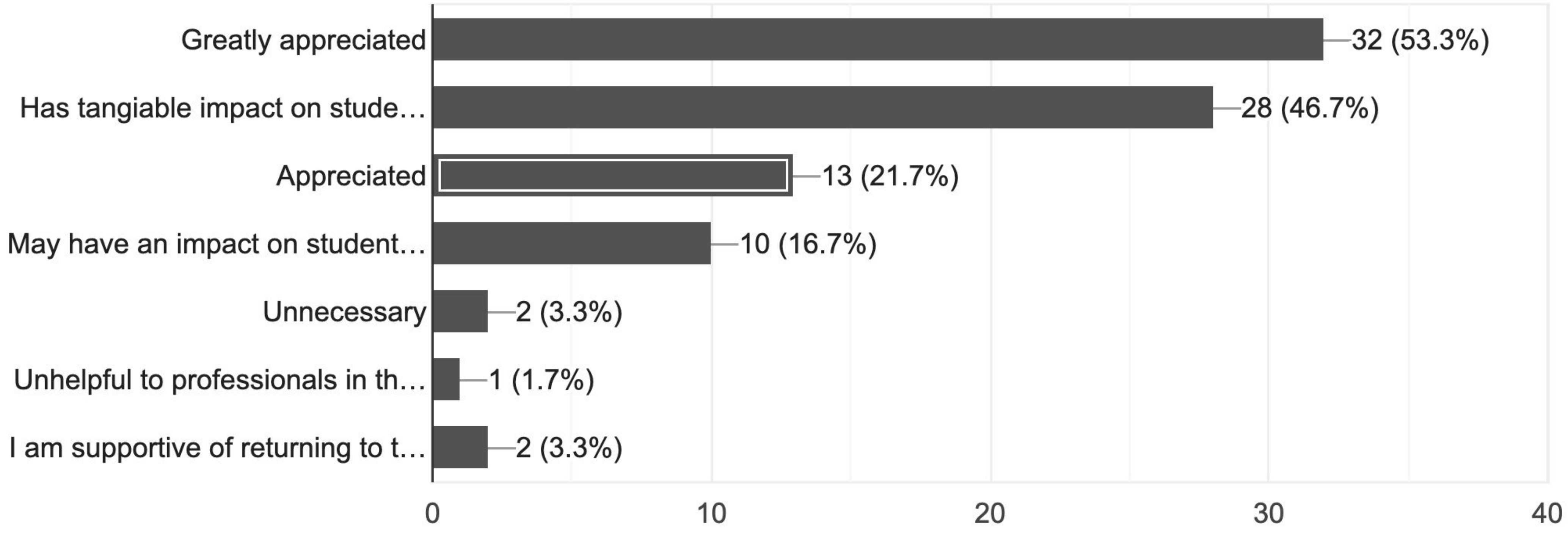
60 responses



SURVEY RESULTS - *Elementary teachers on REE*

Which of the following statements most closely matches your sentiments on smaller class sizes and a greater presence of resident interns and student teachers?

60 responses



SURVEY RESULTS - *Silver Linings*

The changes related to the pandemic have highlighted the resiliency of the faculty and its ability to change quickly and adapt to a new situation.

I love eating lunch with my students. (7)

Smaller class sizes are great. Cleaner classrooms and students sanitizing is also wonderful. (124)

Technology more readily available, increase use of g.classroom so students always have access to content and assignments

I feel that for my program the use of google classroom and zoom has helped my population deal with anxiety relating to school.

Longer contact time with math students (everyday) has been fantastic and will help to improve our scores as we have time to make up for the deficits that the students come to us with.

I have had the opportunity to implement learning strategies via Zoom. These strategies incorporated multiple subjects and grade levels.

Fewer behavior issues due to relationships built with smaller classes

SURVEY RESULTS - *Editors' Preliminary Findings*

- Teachers feel students are well served by resident interns, and in current building configurations.

- Most teachers like the current model better than the 2019 model.

- Class size, class size, class size, class size.

- Relationships, relationships, relationships.

QUESTIONS?

Biddeford Schools

est. 1848

MEMO

TO: School Committee

FROM: Jeremy Ray, Superintendent of Schools

RE: Nursing Overview: COVID Stats

DATE: January 12, 2022

Below are charts with the total COVID positive cases, close contacts, and pooled testing results- broken down by week and school from the start of the school year. Following the charts are statistics of community versus school exposure and full quarantine versus those who met one of the exceptions and were able to remain in school.

WEEKLY TOTALS (9/3/21-1/8/22):

Dates	Positive Cases Total	Close Contact Total	Positive Pools
9/10/2021	2	0	0
9/17/2021	6	102	0
9/24/2021	5	48	0
10/1/2021	7	58	0
10/8/2021	5	79	1
10/15/2021	8	81	1
10/22/2021	9	76	1
10/29/2021	10	116	3
11/5/2021	6	27	0
11/12/2021	8	85	3
11/19/2021	9	86	0
11/26/2021	9	15	0
12/3/2021	17	106	5
12/10/2021	27	324	4
12/17/2021	36	340	10

12/24/2021	28	206	0
12/31/2021	31	0	0
1/7/2022	82	341	9
TOTALS BY WEEK	**305**	**2090**	**37**

TOTALS BY SCHOOL (9/3/21-1/8/22):

School	Number of Student Positive Cases	Number of Student Close Contact Cases	Number of Staff Positive Cases	Number of Staff Close Contact Cases	Number of Positive Pools
JFK	21	89	4	29	2
BPS	36	161	11	61	4
BIS	38	247	6	59	9
BMS	58	720	9	80	9
BHS/APC/COT	96	522	17	84	13
Other Depts	0	26	9	12	0
TOTALS	**249**	**1765**	**56**	**325**	**37**

- **305 positive cases**
    - **82%** identified as community exposure (251) versus school exposure (54)
- **2,090 close contacts identified**
- **37 positive pools** of 158 weekly pools (1330 participants)

Biddeford Schools
Office of the Superintendent

18 Maplewood Avenue
Biddeford, ME 04005
207.282.8280
biddefordschools.me

TO: Biddeford School Committee
FROM: Jeremy Ray, Superintendent of Schools
DATE: September 16, 2021; Updated January 8, 2022
RE: **ESSER III - Budget Overview**

ESSER III Award Amount: $5,225,400.00
Learning Loss Requirement(20%): $1,045,080.00

ESSER III Award	$5,225,400.00	
Project	**Amount**	**Notes**
Learning Loss	-$1,055,750.00	Academic coaches, training, SEL support, Summer School, Afterschool Programming
Support Staff	-$309,970.04	Reopening Plan, Additional nursing, administrative assistant and pool testing support
Future Technology Upgrades	-$416,000.00	Future Technology Equipment
Music Enrichment	-$12,000.00	Partnership with 317 Main
Outdoor Learning Spaces	-$60,000.00	Tables, Coverings, Chairs, Etc
Digital Records Upgrade	-$60,000.00	
Social Worker	-$150.000.00	Reopening Plan
Curriculum Review	-$50,000.00	
Retention Project	$300,000.00	
Additional Staffing Hours	-$94,000.00	Federal Grant Management Oversight - Additional Audit and Management Costs and Administrative Assistant support
Additional Classroom Space	-$2,001,538.18	Possible expansion of existing classroom space
Remaining	$0.00	

Date: ____________

Motion: I move that the vote entitled, "Votes Concerning 403(b) Plan Restatement" be approved in form presented to this meeting and that the Secretary file an attested copy of said vote with the minutes of this meeting.

WHEREAS, the Biddeford School Department (the "School Department ") adopted a 403(b) Plan (the "403(b) Plan"), effective January 1, 2009, as amended, to allow eligible employees of the School Department to contribute salary pre-tax to save for retirement;

WHEREAS, the School Department desires to amend and restate the 403(b) Plan to allow the School Department to make discretionary employer contributions, in addition to employee salary deferrals, and the School Department's legal counsel has prepared the attached Amended and Restated 403(b) (the "Restated 403(b) Plan") that incorporates this change;

NOW THEREFORE, the School Board of the School Department hereby votes to authorize the adoption of the Restated 403(b) Plan as follows:

VOTES CONCERNING 403(b) PLAN RESTATEMENT

VOTED: The School Board of the School Department hereby votes to authorize and adopt the attached Restated 403(b) Plan;

VOTED: That the Superintendent, and any other official designated by the Superintendent, is authorized and directed to execute and deliver the Restated 403(b) Plan, and any such other documents as may be necessary or advisable in connection with such amendment, provided such documents are in a form acceptable to the Superintendent and to the School Department's legal counsel.

VOTED: That an attested copy of this Vote be filed with the minutes of this meeting.

A true copy, attest:

____
Secretary
Biddeford School Department

Amended and Restated Biddeford School Department 403(b) Plan

Section 1
Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance"**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 7 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator"**: Executive Director

1. 4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the State of Maine and that includes payment in the form of an annuity.

1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 **"Disabled"**: The definition of disability provided in the applicable Individual Agreement.

1.10 **"Elective Deferral"**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 **"Employee"**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 **"Employer"**: Biddeford School Department

1.13 **"Funding Vehicles "**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.14 **"Includible Compensation"**: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of $290,000 (for 2021 or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

1.15 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.16 **"Participant"**: An individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.17 **"Plan"**: Biddeford School Department 403(b) Plan 403(b) Plan.

1.18 **"Plan year"**: The calendar year.

1.19 **“Related Employer”**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.20 **“Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.21 **“Vendor"**: The provider of an Annuity Contract or Custodial Account. A copy of approved vendors is attached hereto as Exhibit A.

1.22 **"Valuation Date"**:

Section 2
Participation and Contributions

2.1 **Eligibility.**

(a) Elective Deferrals: Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

(b) Employer and Matching Contributions: Employer and/or matching contributions may be made as required by applicable individual employment agreements or collecting bargaining agreements.

2.2 **Compensation Reduction Election. (a) General Rule.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements or collective bargaining agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant. 2.6

2.6 **Leave of Absence**. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

2.7 **HEART Act.** In the case of a Participant who dies on or after January 1, 2007 while performing qualified military service (as defined in §414(u) of the Code), the survivors of the Participants are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death. Continued benefit accruals pursuant to the Heroes Earnings and Assistance Tax Relief Act of 2008 (the HEART Act) are not provided.

2.8 **Employer Contributions**. Employees may be eligible for discretionary employer contributions (non salary reduction) and/or matching contributions as described in **Section 3** below as may be provided under any applicable collective bargaining agreement, employment agreement, or other written agreement with the Employer. No such contributions may exceed the applicable contribution limits.

Section 3
Employer Contributions

3.1 **Employer Contributions and Matching Contributions**.

(a) Employer Contributions: The Employer may, in its sole discretion, make non-elective discretionary employer contributions to the Plan on behalf of Employees at such time and in such amount as determined by the Employer and/or provided for under any applicable collective bargaining agreement, employment agreement, or other written agreement, subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement, employment agreement or other written agreement.

(b) Matching Contributions: Matching contributions may be made as provided by applicable individual employment agreements or collecting bargaining agreements subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement, employment agreement or other written agreement.

3.2 **Investment of Employer and Matching Contributions**. Employer and/or matching contributions made to the Plan pursuant to Section 3.1 shall be invested in the Funding Vehicles as selected by the Participant in his or her compensation reduction election, in accordance with Section 2.2 of the Plan and as permitted by applicable Individual Agreements. Such Employer and/or matching contributions shall be allocated to the Participant's employer contributions account in each Funding Vehicle in which such contributions are invested. The Participant's employer contributions account shall hold the Participant's total Vested interest (including any earnings and losses attributed thereto) under the Plan resulting from Employer and/or matching contributions.

3.3 **Deposit of Employer Contributions**. Employer and/or matching contributions made pursuant to Section 3.1 to the Plan shall be transferred to the applicable Funding Vehicles with a reasonable period of time following the date of contribution but in no event later than thirty (30) days following the end of the Plan Year to which such contributions are attributable.

3.4 **Vesting**. A Participant shall be 100% Vested in any Employer non-elective discretionary contribution and/or matching contributions made to the Plan as of the date such contribution is made to the Plan.

3.5 **Maximum Annual Additions.**

(a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant's account under the Plan for any calendar year shall not exceed the lesser of:

(i) $58,000 (for 2021), as adjusted for increases in the cost of living under Code section 415(d), or

(ii) 100 percent of the Participant's Includible Compensation for the calendar year.

(b) For purposes of this section, "Annual Additions" means, for any calendar year, the sum of Elective Deferrals (except age 50 catch-up annual deferral contributions, to the extent permitted under Section 4.3 of the Plan), and Employer Contributions made to the Participant's Account under the Plan and the sum of any employee and employer contributions made on behalf of such individual under any Code section 401(a) qualified defined contribution plan, simplified employee pension plan (as defined in Code section 408(k)) or individual medical account (as defined in Code section 415(l)(2)) sponsored by the Employer or any other Code section 403(b) plan, whether or not sponsored by the Employer.

(c) If a Participant has a "controlling interest" in another employer and participates in that employer's qualified 401(a) defined contribution plan, an individual medical account (as defined in Code section 415(l)(2)) or simplified employee pension (as defined in Code section 408(k)) which provides Annual Additions, the amount of Annual Additions which may be credited to a Participant's Account for any calendar year will not exceed the maximum permissible amount described in subsection (a), taking into account contributions that have been allocated to such other plans as described in this subsection.

(d) If the Annual Additions are greater than the maximum permissible amount described in subsection (a) in a calendar year, no amount shall be contributed to the Participant's Account under the Plan for that calendar year. If there is any such excess amount under the Plan, the Administrator shall direct the Vendor as to the appropriate method of correction of such excess amounts in accordance with the Code and applicable Treasury Regulations. If timely correction of such excess is not made, such excess shall remain in the Plan and will be separately accounted for in accordance with Treasury Regulations section 1.403(b)-4(f) and Code section 403(c).

3.6. **USERRA Make-Up Contribution**. If non-discretionary Employer contributions Section 3 are made to the Plan for a period during which a Participant's employment was interrupted by qualified military service under Code section 414(u) or the Participant was on a leave of absence for qualified military service under Code section 414(u), upon the Participant's resumption of employment with the Employer, the Employer shall make a contribution to the Plan on behalf of the Participant in an amount equal to what the Participant would have received if he or she had not been on a leave of absence under Code section 414(u). Such amounts shall be determined in accordance with USERRA and regulations thereudner. Any additional Employer contributions made to the Plan in accordance with USERRA shall not be subject to the annual contribution limits set forth in Section 4 of the Plan for the calendar year in which such amounts are contributed, but will be subject to the limits set for the calendar year to which the contributions relate.

Section 4
Limitations on Amounts Deferred

4.1 **Basic Annual Limitation.** Except as provided in Sections 4.2 and 4.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $19,500 for 2021, and is adjusted for cost-of-living after 2021 to the extent provided under section 415(d) of the Code.

4.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**. Because the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:
(a) $3,000;
(b) The excess of:
(1) $15,000, over
(2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
(c) The excess of:
(1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over
(2) The total Elective Deferrals made for the employee by the qualified organization for prior years.
For purposes of this Section 4.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

4.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $6,500 for 2021, and is adjusted for cost-of-living after 2021 to the extent provided under the Code.

4.4 **Coordination**. Amounts in excess of the limitation set forth in Section 4.1 shall be allocated first to the special 403(b) catch-up under Section 4.2 and next as an age 50 catch-up contribution under Section 4.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

4.5 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section 4, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 4. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 4.2 only if the other plan is a § 403(b) plan.

4.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Section 5
Loans

Loans are not permitted under the Plan.

Section 6
Benefit Distributions

6.1 **Benefit Distributions At Severance from Employment or Other Distribution Event**. Except as permitted under Section 4.6 (relating to excess Elective Deferrals), Section 6.4 (relating to withdrawals of amounts rolled over into the Plan), Section 6.5 (relating to hardship), or Section 9.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age $59^{1}/_{2}$. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

6.2 **Small Account Balances**. The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed $5,000 (determined without regard to any separate account that holds rollover contributions under Section 7.1) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

6.3 **Minimum Distributions**. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

6.4 **In-Service Distributions From Rollover Account.** If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.5 **Hardship Withdrawals**. a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship, and to the extent permitted § 1.401(k)-1(d)(3) of the Income Tax Regulations generally. For hardship withdrawals before January 1, 2020, and if applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship. For hardship withdrawals on or after January 1, 2020, this 6-month suspension of Elective Deferrals shall no longer apply under this Plan.

(b) Hardship withdrawals shall only be permitted under the Plan to the extent that to the withdrawal is both: (i) made on account of any immediate and heavy financial need of the Participant and is necessary to satisfy the financial need under § 1.401(k)-1(d)(3) of the Income Tax Regulations.

(i) *On Account of An Immediate and Heavy Financial Need*: For this purpose, a withdrawal will be deemed to be made on account of an immediate and heavy financial need of the Participant if the distribution is for qualifying costs under § 1.401(k)-1(d)(3)(ii)(B) and (C) of the Income Tax Regulations.

(ii) *Necessary to Satisfy An Immediate and Heavy Financial Need*: For this purpose, a withdrawal will be treated as necessary to satisfy an immediate and heavy financial need only to the extent the amount of the withdrawal is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant unless each of the following requirements is satisfied: (1) the Participant has obtained all other currently available distributions under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer; (2) the Participant has provided to the Administrator a representation in writing (including by using an electronic medium as defined in §1.401(a)- 21(e)(3)), or in such other form as may be prescribed by the IRS, that he or she has insufficient cash or other liquid assets reasonably available to satisfy the need; and (3) the Administrator does not have actual knowledge that is contrary to the representation

6.6 **Rollover Distributions**. (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 7
Rollovers to the Plan and Transfers

7.1 **Eligible Rollover Contributions to the Plan.**

(a) **Eligible Rollover Contributions**. To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.

(b) Eligible Rollover Distribution. For purposes of Section 7.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) Separate Accounts. The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan. 6.2

Plan-to-Plan Transfers to the Plan. (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 7.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that:

(1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and

(2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 4.

7.3 **Plan-to-Plan Transfers from the Plan.**

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 7.3(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and

Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).
(c) Upon the transfer of assets under this Section 7.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 7.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

7.4 **Contract and Custodial Account Exchanges.** (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 2 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 7.4 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).
(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 6.1); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 6.5; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or

Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 6.5, if applicable)

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 5.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 7.4(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 7.4(d)(1) and (2).

7.5 **Permissive Service Credit Transfers.**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 7.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

7.6. **Deemed Severance from Employment**. A Participant is not entitled to receive a distribution of his or her Account Balance on account of a Deemed Severance from Employment. A Deemed Severance from Employment shall mean that solely for purposes of determining withdrawal restrictions under sections 403(b)(7)(A)(ii) and 403(b)(11)(A) of the Code, an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in section 3401(h)(2) (A) of the Code. However, as described in this Section 7.6, a Participant is not entitled to receive a distribution of his or her Account Balance on account of a Deemed Severance from Employment.

Section 8

Investment of Contributions

8.1 **Manner of Investment**. All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

8.2 **Investment of Contributions**. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

8.3 **Current and Former Vendors**. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 7.2 or 7.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 9
Amendment and Plan Termination

9.1 **Termination of Contributions**. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

9.2 **Amendment and Termination**. The Employer reserves the authority to amend or terminate this Plan at any time.

9.3 **Distribution upon Termination of the Plan**. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 10
Miscellaneous

10.1 **Non-Assignability.** Except as provided in Section 10.2 and 10.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

10.2 **Domestic Relation Orders.** Notwithstanding Section 10.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

10.3 **IRS Levy.** Notwithstanding Section 10.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.4 **Tax Withholding**. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

10.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on Dayton Consolidated School's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

10.8 **Incorporation of Individual Agreements**. The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

10.9 **Governing Law**. The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

10.10 **Headings**. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

10.11 **Gender**. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

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IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ___ day of December, 2021.

Employer: Biddeford School Department 403(b) Plan

By: ______________________________

Superintendent of Schools

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