



STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, ME 04333-0023

JANET T. MILLS
GOVERNOR

A. PENDER MAKIN
COMMISSIONER

Education Service Center - Application Part II

Proposed school administrative unit members of a new education service center must receive school board approval of the Interlocal Agreement by November 30 of the year prior to which the education service center will become operational on July 1. The Interlocal Agreement and Part II application must be submitted to the Department by November 1 or the year prior to which the education service center becomes operational.

A education service center is defined as a multiservice agency, established and operated exclusively for the purposes of developing, managing, and providing services or programs to two or more members, pursuant to section 3802, subsection 2. An education service center may also include associate members pursuant to section 3802, subsection 3. An education service center is a political subdivision. (20-A M.R.S.A. § 3801(1)(B))

Education Service Center Name: Johns Bay Coastal Alliance

Main Applicant Contact Information (must be eligible for education service center membership pursuant to section 3802, subsection 2)

Organization Name and Mailing Address: Johns Bay Coastal Alliance
c/o Bristol Consolidated School
2153 Bristol Road, Bristol, ME 04558

Contact Name: John Armentrout - South Bristol Public Schools Co-Chair of Restructuring Committee - jarmentrout@aos93.org
Emile Lugosch - Bristol Public Schools Co-Chair of Restructuring Committee - elugosch@aos93.org

Proposed Operational Date: July 1, 2026

The commissioner shall establish an application process under this chapter for the formation of an education service center. The application must be on a form and contain such information as required by the commissioner, including, but not limited to the following.

Application in accordance with 20-A M.R.S.A § 3805:

1.(A) Identify the school administrative units that are applying to form the education service center. (must be eligible for education service center membership pursuant to section 3802, subsection 2)

South Bristol Public Schools - Board voted unanimously to pursue application process on August 5, 2025. They voted again on October 7th, 2025 to submit Part 2 of the application.

Bristol Public Schools - Board voted unanimously to pursue application process on August 11, 2025. They voted again on October 2th, 2025 to submit Part 2 of the application.

1.(B) Describe the specified purposes, functions, programs and services as well as the structure and governance of the education service center.

Bristol and South Bristol School Districts are small PK-8 schools on the coast of Maine that have been part of the AOS93 organization structure. The two school boards have both voted and approve of pursuing an ESC 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.

The AOS structure is no longer beneficial to our two school communities for various reasons. It is now necessary for us to pursue other means to provide the services described below in a more efficient and financially responsible manner that also gives our communities more appropriate governance.

Our neighboring communities have a history of working together and serve a similar population of students. We currently share programming and staff including music, athletics and outside learning opportunities. BCS and SBS staff partner on professional development and training opportunities. Our ongoing collaboration illustrates a shared philosophy of student-centered education, and we see value in the expanded opportunities for joint programming and shared resources through the formation of a joint ESC.

The purpose of the Johns Bay Coastal Alliance is to provide the following services:

- a. Superintendent
- b. Business office services including AP, payroll, human resources, contractor management
- c. Special Services Director
- d. Facilities Administration
- e. Food Service Administration
- f. Transportation Administration
- g. Secondary Education Administration
- h. Integration of Information Technology services and contracts



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The schools will essentially continue as we currently are, though with more opportunities for collaboration and purchasing. Most changes will be behind the scenes with financial and administrative tasks and responsibilities.

Governance will consist of a board of directors. Each town's school board will select and appoint an equal number of representatives to the ESC board as voting members. The Board of Directors shall be responsible for all aspects of the Educational Service Center, including without limitation preparing its annual operating budget and establishing, and modifying from time to time, the scope of functions, programs, and services provided by the Education Service Center.

The Board of Directors shall elect a chair, treasurer, and secretary, and any other officers it deems useful or necessary. The Board of Directors may establish rules of procedure and policies to govern its meetings, provided such rules and policies are not inconsistent with the Johns Bay Coastal Alliance ESC interlocal agreement or state law. Each Director shall have one vote.

Both communities are aware of and are prepared to follow the withdrawal procedures outlined in the AOS93 Interlocal Agreement document.

1.(C) Describe how you plan to use any savings resulting from the formation of the education service center.

We anticipate a mitigation of administration cost increases in future years, when compared to current costs and expected increases if we were to continue in the AOS. These savings will mean that during our school district budgeting process, we may be able to reduce the town mil increase assessed to our residents or make more educational opportunities available to our student population. The budget in Schedule A is likely high, but we don't want to have to go back to the towns for additional funding in the first year. We also expect that we will shifting one or possibly two positions from the schools into the ESC for more savings to the two school districts.

1.(D) Provide the proposed Interlocal Agreement (in PDF format) for the education service center.

Please see attached Interlocal Agreement, and Schedule A, draft budget for FY27

Submission of application and/or questions can be directed to Denise.towers@maine.gov

INTERLOCAL AGREEMENT FOR THE
JOHNS BAY COASTAL ALLIANCE EDUCATION 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 **Bristol Public Schools** and **South Bristol Public Schools** 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 known as an Education 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 education service center formed pursuant to this Agreement shall be: **Johns Bay Coastal Alliance** (hereinafter, the “JBCA”).

3. Purposes

The purposes of JBCA shall be to promote student learning and staff development, and to achieve greater efficiency and cost savings through shared regional initiatives.

4. Administrative Entity

The JBCA shall be an education service 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, 2026 and ending June 30, 2028 (the “Initial Term”), subject to extension as follows: The term of this Agreement shall be automatically extended for one additional fiscal year on December 1, 2028 and December 1 of each subsequent fiscal year (each a “Renewal Term” and, together with the Initial Term, the “Term”), unless by December 1 in any fiscal year the Board of Directors votes in favor of dissolution and the JBCA is dissolved pursuant to Section 17.b as of the following June 30.

6. Fiscal Year

The fiscal year of the JBCA shall begin on July 1 and end on June 30.

7. Members

The founding Members of the JBCA shall be the Bristol Public Schools and South Bristol Public Schools. Other school administrative units may become Members pursuant to the requirements of Section 13 (“New Members”). This agreement shall be binding upon

Members only in the event that both founding Members validly withdraw from AOS 93 on or before July 1, 2026.

8. Governing Body — Board of Directors

- a. The JBCA shall be governed by a board of directors (the “Board of Directors”) composed of:
 - i. The Superintendent of Schools and Executive Director (both ex-officio and non-voting members), who in all cases, will be employees of the JBCA.
 - ii. The Board of Directors will be comprised of the full membership from both school boards.
- b. The Board of Directors shall be responsible for all aspects of the JBCA, including without limitation, preparing its annual operating budget and establishing, and modifying from time to time, the scope of functions, programs, and services provided by the JBCA.
- c. The Board of Directors shall elect a chair, treasurer, and secretary, and any other officers it deems useful or necessary. Officers shall be elected annually in May and are limited to three one-year terms.
- 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. Bristol Public Schools and South Bristol Public Schools each agree to maintain the full membership of their respective school committees at five members through the duration of this Agreement.
- f. Each Director shall have one vote.
- g. The presence of three Directors from each founding Member School Board shall constitute a quorum. 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.
- h. 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.

In the event that there is a vacancy in the position of Executive Director or Superintendent of Schools, the Board may appoint an interim position until a new Superintendent or Executive Director has been hired.

9. **Member Obligation**

This Agreement requires the founding Members to purchase all of the functions, programs, and services made available to it by the JBCA.

10. **Functions, Programs, and Services**

The JBCA may make available the following functions, programs, and services:

- a. Regional Superintendent and Central Office Services. Provide shared grade PK-12 superintendent services and related central office function, programs and services. Shared administrative personnel may include, without limitation: Superintendent of Schools; Curriculum Coordinator; Special Education Director; Business Manager and Business Office staff; Central Office Administrative Assistant(s); Data Manager; Technology Support; Maintenance Director; Food Services Director; and Support Staff.
- b. A summer school program;
- c. A joint program of select co-curricular and extra-curricular activities;
- d. A joint professional development program;
- e. A joint program for recruiting and training substitute teachers;
- f. Any other regional functions, programs, and services as may be authorized by law and approved by an affirmative vote of seven of the ten members of the Board of Directors.

An Education 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.

11. **Administration**

The Education Service Center shall be administered by the JBCA. The Board of Directors may select an Executive Director by an affirmative vote of seven of the ten members of the Board of Directors. The Executive Director shall:

- a. Administer the day-to-day operations of the JBCA;
- b. Administer the annual operating budget of the JBCA including, without limitation accounting and auditing requirements related thereto;
- c. Acquire and maintain liability and other insurance adequate to cover the Education 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 JBCA, and any other contract entered into by or on behalf of the JBCA;

- e. Adhere to generally accepted accounting principles and annually engage an external auditor to do an independent audit of the JBCA's finances in accordance with 20-A M.R.S. § 3804; and
- f. Perform other functions concerning the management of the JBCA as directed by the Board of Directors.

12. Education Service Center Employer

To the extent the Board of Directors determines that the JBCA requires or benefits from having a Member serve as the employer for some or all of the Education Service Center's personnel, the school board of Member District administering the Education Service Center and the Board of Directors may agree to have the Member District administering the Education Service Center serve as the employer for the Education Service Center's personnel. Alternatively, the ESC Board of Directors may by agreement with another Member District school board, designate that Member District to serve as the Education Service Center employer or may direct that the Education Service Center employ its own personnel. If a Member District serves as the Education Service Center employer, the Member District shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Education Service Center. In making such employment decisions, the governing body of the Member District shall solicit and consider the recommendations of the ESC Board of Directors.

13. New Members; Associate Members

- a. New Members Any school administrative unit wishing to become a member of the JBCA, 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 by a seven-tenths affirmative vote of the full membership of the Board of Directors.
- b. Associate Members Municipalities, counties, career and technical regions, public charter schools, and other entities which qualify pursuant to 30-A M.R.S. Section 3802(3) wishing to become a non-voting associate member of the JBCA may petition the Board of Directors for associate membership ("Petitioner"). Associate Members shall be permitted to participate in the functions, programs, and services provided by the Education Service Center on such terms and conditions as may be included in a contract or memorandum of understanding between the Education Service Center and the Associate Member. Any petition for associate membership and the proposed contract or memorandum of understanding must be approved by a majority vote of the Board of Directors and the governing body of the Petitioner.

14. 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 functions, programs, and services plus a supplemental fee, said costs and fee to be determined by the Board of Directors. Priority for any functions, programs, and services offered by the Education Service Center shall be given to its Members.

15. Authority and Powers

The authority and powers of the JBCA shall be as follows, provided that the fiscal affairs of the Education Service Center may be exercised by and through a fiscal agent:

- a. Organizational Powers The Education Service Center shall have the power and authority to provide 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 JBCA as related to the functions, programs, and services JBCA is entitled to provide under this Agreement.
- c. Employment of Personnel The Board of Directors is authorized to employ personnel to carry out the purposes of this Agreement.
- d. Property The Board of Directors is authorized to hold and dispose of property in the name and on behalf of the JBCA 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 JBCA budget.
- f. Investment of Funds The Executive Director, under the direction of the Board of Directors, is authorized to invest JBCA funds on behalf of the Education 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 personal property, including by sale or lease, transferred to or from or administered by the JBCA. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the JBCA.
- i. Purchase of Goods and Services The Board of Directors is authorized to purchase goods and services as related to the functions, programs, and services JBCA is entitled to provide under this Agreement.
- j. Acceptance of Gifts and Grants The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust, as related to the functions, programs, and services JBCA is entitled to provide under this Agreement.

Conditional gifts requiring ongoing commitment of funds must be authorized by a seven-tenths vote of the Board of Directors at a meeting at which a quorum is present.

- 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. Authority to Borrow The Board of Directors shall have authority to borrow funds in anticipation of the Members' payment of their shares of the JBCA budget. Any such borrowings shall be without recourse to the Members and, as provided in 20-A M.R.S. § 3802(11), must be repaid within one year and may not exceed three quarters of the JBCA budget.
- n. 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 JBCA.
- o. No Bonding Authority Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue general obligation bonds or notes except as authorized by the governing bodies of the Members
- p. No Transfer of Responsibility for Provision of a Free Public Education This Agreement does not transfer to the JBCA 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 Title 20-A of the Maine Revised Statutes or by federal law.

16. Fiscal Operation, Cost Sharing

- a. Funding Sources The activities of the JBCA may be financed from any of the following sources:
 - i. State subsidy;
 - ii. Member assessments;
 - iii. Fees collected from Members, Associate 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 16.g (“Transition Plan for FY 2027”), by December 1 of each year, the Board of Directors shall prepare and approve, by a seven-tenths vote of the Board of Directors at a meeting at which a

quorum is present, an annual operating budget to fund the JBCA 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 JBCA 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).

In the event that the Board of Directors fails to approve an annual budget by December 1, the Executive Director shall call an emergency meeting of the Board of Directors to be held no later than December 15, at which an annual budget must be adopted.

c. Budget Allocation and Assessment.

I. Cost-Sharing Formula Except as provided in Section 16.g (Transition Plan), the Board of Directors shall assess the amounts necessary to fund the annual operating budget, after taking into account other revenues, on the Members based on the following formula: 60% of the total budget to be divided equally between the founding Members and 40% of the total budget to be divided according to the proportion of the total Pre-K-12 student population from the Member schools. Whether as part of a review or otherwise, this cost sharing arrangement may be modified by a vote of seven-tenths of the full membership of the Board of Directors.

ii. Assessment Schedule By April 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 Director policy, the Members shall pay their respective Budget Allocation Assessments to the JBCA in quarterly installments on or before the 20th day of September, December, March and June of each fiscal year. Members will, however, have their assessments for the first quarter of fiscal year 2027 paid before June 1, 2026.

iii. Expenditure of Funds: Balanced Budget All funds of the JBCA may be used by the Board of Directors in a manner consistent with this Agreement, any applicable grant agreements, and state and federal regulations. JBCA fund balances may, at the discretion of the Board of Directors (1) be used to reduce the operating costs of the JBCA; (2) be accrued in reserve and contingency funds; or (3) be equitably credited or rebated to each Member. Anticipated carryover funds at the end of a fiscal year may be returned to the JBCA to support its continued growth and reduce Member costs in succeeding fiscal years. To maintain a balanced budget, the JBCA shall return any funds in excess of any anticipated carryover funds to its Members in proportion to each Member's cost share.

d. Invoices; Payments Due The Board of Directors shall determine the process, schedules, and deadlines related to invoicing and payments due (including for

membership and service allocation fees) consistent with this Agreement and applicable laws and rules.

- e. State Subsidy The JBCA 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.
- f. Transition Plan Notwithstanding Paragraph 16.b (“Annual Operating Budget”), JBCA’s operating budget for Fiscal Year FY 2027 shall be the budget attached hereto as Schedule A.

17. Withdrawal; Termination; Dissolution; Transfer

- a. Withdrawal Any Member may withdraw from the JBCA 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 municipal officers of the Members shall enter into a withdrawal agreement. Any withdrawal agreement involving the withdrawal of a Member which must be consistent with the following conditions and understandings:
 - i. The Directors representing a withdrawing Member shall be recused from participating in or voting 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 Directors representing the withdrawing Member shall in good faith negotiate a withdrawal agreement that allocates an equitable share of the Education Service Center's assets and liabilities to the withdrawing Member.
- b. Dissolution The JBCA may be dissolved by a majority vote of the full Board of Directors and approval of the dissolution in accordance with the requirements of applicable state law. Prior to dissolution of the JBCA, the Directors, by written agreement, shall make suitable provision for the equitable division among the Members of the assets and liabilities of the JBCA.
- c. Transfer Upon a majority vote of the Board of Directors, a Member may transfer to another education 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 JBCA, the transferring Member, and the receiving Education service center shall enter into a transfer agreement making suitable provision for the transition of governance and other matters related to the Education Service Center, including the equitable division and/or transfer of the assets and liabilities of the Education Service Center.
- d. Termination of Participation of Member for Cause The participation of a Member in the JBCA 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, 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 Education 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.

18. 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 JBCA reserve the right to file a civil action in a court of competent jurisdiction located in Lincoln 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.

19. Insurance

Each Member, Associate Member, and non-Member Service Recipient shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.

20. No Exclusivity

Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the JBCA, 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 ESC or establish any other similar joint venture.

21. Amendment

This Agreement may be amended by a seven-tenths affirmative vote of the full membership of the Board of Directors, following a second reading. In the event of the addition, withdrawal, transfer, or termination of participation of a Member, the Board of Directors shall amend this Agreement accordingly.

22. Applicability to Successor Parties

This Agreement shall be binding upon any successor of each Member

23. 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.

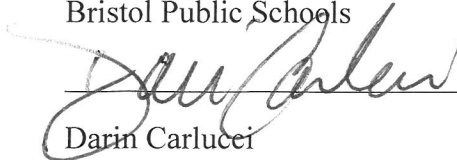
24. Approval Conditions, Effective Date, and Members

- 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 must be approved by Member School Boards.
- b. Members and Effective Date If this Agreement is approved by Bristol Public Schools and South Bristol Public Schools on or before June 30, 2026, the JBCA shall be formed with an effective date of July 1, 2026 (the “Effective Date”).

[SIGNATURE PAGE FOLLOWS]

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.

Bristol Public Schools



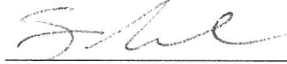
Darin Carlucci

10/22/25

Date

Chair of Bristol Public School Board

South Bristol Public Schools



Sara Mitchell

10-22-25

Date

Chair of South Bristol Public School Board

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION



11/4/2025

A. Pender Makin

Date

Certificate Of Completion

Envelope Id: 4A60DBFD-8DD5-431E-B2C2-2B2AE9B542B4	Status: Completed
Subject: Here is your signed document: Johns Bay Coastal Alliance ESC_Part II Application w_ILA.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Pender Makin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Pender.Makin@maine.gov
	IP Address: 64.207.219.7

Record Tracking

Status: Original 11/4/2025 12:57:22 PM	Holder: Pender Makin Pender.Makin@maine.gov	Location: DocuSign
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Storage Appliance Status: Connected	Pool: Maine Department of Education	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Pender Makin Pender.Makin@maine.gov Commissioner Carahsoft OBO Maine Department of Education Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 45.46.41.151	Sent: 11/4/2025 12:57:24 PM Viewed: 11/4/2025 12:57:41 PM Signed: 11/4/2025 12:59:02 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Denise Towers
denise.towers@maine.gov
Carahsoft OBO Maine Department of Education
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	11/4/2025 12:59:02 PM
Completed	Security Checked	11/4/2025 12:59:03 PM

Payment Events

Status

Timestamps