

PENOBSCOT RIVER EDUCATIONAL SERVICE CENTER
Interlocal Agreement for Education Service Center
20-A M.R.S. Chapter 123 and 30-A M.R.S. Chapter 115

This Interlocal Agreement (“Agreement”) is made by and among:

Airline School Department
Bangor School Department;
Brewer School Department;
Brooklin School Department;
Dedham School Department;
Deer Isle-Stonington Community School District;
Ellsworth School Department;
Glenburn School Department;
Greenbush School Department;
Hermon School Department;
Isle Au Haut School Department
Maine Indian Education - Indian Island
Maine Indian Education - Pleasant Point
Maine Indian Education - Indian Township
Milford School Department;
Orrington School Department;
Otis School Department;
Sedgwick School Department;
Veazie School Department;
Regional School Unit No. 19;
Regional School Unit No. 22;
Regional School Unit No. 24;
Regional School Unit No. 25;
Regional School Unit No. 26;
Regional School Unit No. 31;
Regional School Unit No. 34;
Regional School Unit No. 41;
Regional School Unit No. 63;
Regional School Unit No. 64;
Regional School Unit No. 67;
Regional School Unit No. 68; and
Regional School Unit No. 87,

each acting by and through their governing bodies (each an “Initial Member” or “Party,” subject to the approvals in Section 25 herein and execution of this Agreement) as follows:

1. **Formation.** Subject to the approval conditions set forth in Section 25, the Parties hereby form 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: Penobscot River Educational Service Center (hereinafter, the “ESC”).

3. **Purposes.** The purposes of the ESC are to reduce costs and increase efficiencies of educational services and maximize educational resources through regional collaboration among school administrative units (“SAUs”):
4. **Administrative Entity.** The ESC 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 Agreement shall be five (5) years commencing July 1, 2024 and ending June 30, 2029 (the “Initial Term”). This Agreement shall automatically renew for successive five-year terms (each, a “Renewal Term”) unless a majority of the Board of Directors, not less than 5 months prior to the end of a Term, votes in favor of dissolution pursuant to Section 18.B and the ESC is dissolved as of the following June 30 in accordance with 20-A M.R.S. § 3802(14).
6. **Fiscal Year.** The fiscal year of the ESC shall begin on July 1 and end on June 30.
7. **Members.** The initial members of the ESC shall be those Parties to this Agreement whose voters approve the formation of an education service center pursuant to Section 25 (hereinafter, the “Initial Members”). Other SAUs may become members pursuant to the requirements of Section 13 (“New Members”) (each of the Initial Members and New Members, a “Member”). A member of an alternative organizational structure (“AOS”) or school union may be a Member, but an AOS or school union shall not be a Member.
8. **Governing Body – Board of Directors.**
 - A. The ESC shall be governed by a board of directors composed of the Superintendent of Schools of each Member, or the Superintendent’s designee, who shall, in all cases, be an employee or board member of that Member (the “Board of Directors”). Designees shall serve at the pleasure of the appointing Superintendent.
 - B. The Board of Directors shall be responsible for all aspects of the ESC, including without limitation preparing its annual operating budget and establishing, and modifying from time to time the scope of programs and services provided by the ESC.
 - C. The Board of Directors shall elect a chair, treasurer, and secretary, and any other officers it deems useful or necessary.
 - D. The Board of Directors may establish rules of procedure and policies to govern its meetings, provided such rules and policies are not inconsistent with this Agreement or state law.
 - E. Each director shall have one vote. A director who represents more than one Member (e.g., multiple SAUs in an AOS) shall have one vote for each Member that the director represents.
 - F. A majority of the directors (by count of votes) shall constitute a quorum and, except as otherwise specifically provided in this Agreement, a majority vote of the directors at a meeting at which a quorum is present shall be required for the Board of Directors to act.

- G. A director is deemed present for establishing a quorum and may participate in a meeting of the Board of Directors by means of remote communication provided that the director is able to hear and participate in the meeting and to vote on matters under consideration concurrently with the directors present at the meeting, and that the director's remote communications at the meeting are audible and/or visible to the directors and members of the public in attendance at the meeting.
- H. In the event that there is a vacancy in the position of Superintendent of Schools of any Member, the governing body of that Member may appoint an interim director until a new Superintendent or acting Superintendent has been appointed.

9. **Functions, Programs, and Services.** The ESC may make available the following functions, programs, and services:

- A. To provide regional special education administration and services, including day treatment services ("Special Education Services") as formerly provided by the Southern Penobscot Region Program for Children with Exceptionalities (SPRPCE);
- B. To provide student transportation services, including planning, routing, and vehicle maintenance;
- C. To provide joint planning and purchasing of general, instruction, technology, food service, maintenance, and custodial supplies as well as other goods and services;
- D. To provide staff training and professional development as formerly provided by the Penobscot River Educational Partnership (PREP); and
- E. To engage in such other regional programs and services as may be authorized by law and approved by an affirmative vote of a simple majority of the full membership of its Board of Directors.

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

10. **Administration.** The Board of Directors shall select an Executive Director by an affirmative simple majority vote of the full membership of the Board of Directors. The Executive Director shall:

- A. Administer the day-to-day operations of the ESC;
- B. Oversee the annual operating budget of the ESC in coordination with the fiscal agent, including without limitation fulfilling accounting and auditing requirements related thereto;
- C. Acquire and maintain liability and other insurance adequate to cover the ESC 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 ESC, and any other contract entered into by or on behalf of the ESC;

- E. Adhere to generally accepted accounting principles and annually engage an external auditor to do an independent audit of the ESC's finances in accordance with 20-A M.R.S. § 3804; and
 - F. Perform other functions concerning the management of the ESC as directed by the Board of Directors.
11. **Fiscal Agent.** The Board of Directors shall designate a Member to act as the fiscal agent of the ESC pursuant to a contract to be entered into between the Board of Directors of the ESC and the governing body of the Member serving as fiscal agent. The fiscal agent shall maintain the accounts of the ESC including, without limitation, its operating budget accounts; shall contract for, purchase, and hold title to all Education Service Center equipment and property on behalf of the ESC; and shall perform any other functions concerning the fiscal management of the ESC, under the direction of the Board of Directors. All state contributions to the ESC – including, without limitation, any funds in support of the Executive Director's salary and benefits, student information system costs, and accounting and payroll system costs – shall be paid to the fiscal agent for the benefit of the ESC. The fiscal agent shall accept, account for, and disburse any such state contributions in accordance with the terms of this Agreement. The Board of Directors may in its discretion make other provisions for administration of the ESC and for its fiscal agent. During the Initial Term, Regional School Unit No. 22, if it becomes a Member, shall act as the fiscal agent.
12. **Education Service Center Employer.** To the extent the Board of Directors determines that the ESC requires or benefits from having a Member SAU serve as the employer for some or all of the ESC's personnel, the fiscal agent shall serve as the initial employer for the ESC's personnel. The Board of Directors, in its discretion, may designate another Member to serve as the ESC employer or, alternatively, may direct that the ESC employ its own personnel. The ESC employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving. In making such employment decisions, the school board of the ESC employer shall solicit and consider the recommendations of the ESC Board of Directors.
13. **New Members; Associate Members.**
- A. **New Members.** Any SAU that wishes to become a member of the ESC, and that qualifies to be a member pursuant to 20-A M.R.S. § 3802(2), may petition the Board of Directors for membership (the "Petitioning SAU"). The Board of Directors may condition membership by imposing additional obligations on the Petitioning SAU and/or limits on the rights and benefits which a Petitioning SAU may receive, including without limitation access to fund balances. The Petitioning SAU and Board of Directors shall negotiate and execute a separate agreement in which the Petitioning SAU agrees to be bound by the terms of this Agreement, subject to any such conditions (the "Membership Agreement"). A Petitioning SAU shall become a member upon approval of the Membership Agreement by the governing body of the Petitioning SAU and approval by an affirmative simple majority vote of the full membership of the Board of Directors.
 - B. **Associate Members.** Municipalities, counties, CTE regions, public charter schools, and other entities that qualify pursuant to 20-A M.R.S. § 3802(3) and that wish to be a

non-voting associate member of the ESC may petition the Board of Director for associate membership (the "Petitioning Associate"). Associate Members shall be permitted to participate in the functions, programs, and services offered by the ESC on such terms and conditions as may be included in a contract or memorandum of understanding between the ESC and the Associate Member. Any petition for associate membership and the proposed contract or memorandum of understanding must be approved by an affirmative simple majority vote of the full membership of the Board of Directors.

14. **Minimum Member Obligation.** Nothing in this Agreement requires a Member to purchase any or all of the functions, programs, and services made available to it by the ESC. A Member may discontinue any purchased functions, programs, and services at the end of a fiscal year upon 90 days' notice to the Board of Directors and thereafter shall no longer be obligated to pay for that function, program, or service. A member that discontinues purchasing all services from the ESC shall no longer be required to continue paying an annual assessment. A Member that does not continue to purchase at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for an education service center allocation from the Maine Department of Education.
15. **Non-Member Purchasers of Services.** The Board of Directors may, in its sole discretion, offer and provide functions, programs, and services to any SAU, political subdivision, public entity, or nonprofit organization or association that is not a Member ("Non-Member Service Recipient") provided that the Non-Member Service Recipient pays all actual costs for the services plus a supplemental fee, said costs and fee to be determined by the Board of Directors. Priority for any services offered by the ESC shall be given to its Members.
16. **Authority and Powers.** The authority and powers of the ESC shall be as follows provided that the fiscal affairs of the ESC may be exercised by and through the fiscal agent:
 - A. **Organizational Powers.** The ESC shall have the power and authority to provide regional functions, programs, and services in accordance with the terms of this Agreement.
 - B. **Contracts.** The Board of Directors is authorized to enter into contracts, leases, and lease purchase agreements on behalf of the ESC.
 - C. **Employment of Personnel.** The Board of Directors is authorized to make employment decisions to carry out the purposes of this Agreement and to designate the fiscal agent or other Member to function as the employer for the ESC.
 - D. **Personal Property.** The Board of Directors is authorized to make decisions regarding the acquisition, maintenance, and disposition of personal property in the name and on behalf of the ESC for purposes of this Agreement. The fiscal agent shall hold title to such property pursuant to Section 11 above.
 - E. **Expenditures.** The Executive Director, under the direction of the Board of Directors and in coordination with the fiscal agent, is authorized to expend funds in accordance with the approved the ESC budget.
 - F. **Investment of Funds.** The fiscal agent, under the direction of the Board of Directors, is authorized to invest the ESC funds on behalf of the ESC 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. Purchase of Goods and Services. The Board of Directors is authorized to purchase goods and services.
- I. Acceptance of Gifts and Grants. The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by an affirmative vote of two-thirds of the full membership of the Board of Directors.
- J. Acceptance and Expenditure of State and Federal Funds. The Board of Directors is authorized to accept funds from state, federal, and other sources, and expend those funds on behalf of the Members.
- K. 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.
- L. No Eminent Domain Powers. Notwithstanding 20-A M.R.S. § 3802(7), the Parties hereto do not delegate their respective eminent domain powers to the ESC.
- M. No Authority to Borrow. Notwithstanding 20-A M.R.S. § 3802(11), the Board of Directors shall have no authority to borrow funds in anticipation of a Member's payment of its share of the ESC budget.
- N. No Bonding Authority. Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue bonds or notes for school construction purposes. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the ESC.
- O. No Transfer of Responsibility for Provision of a Free Public Education. This Agreement does not transfer to the ESC any SAU's responsibility for providing the opportunity of a free public education to each of its students or a free, appropriate education to each of its students with a disability as required by this Title 20-A of the Maine Revised Statutes or by federal law.

17. **Fiscal Operation; Cost Sharing.**

- A. Annual Operating Budget. Except as provided in Section 17.E ("Transition Plan for FY 2025") by March 1 of each year, the Board of Directors shall prepare and approve, by a two-thirds vote of the Directors present and voting, an annual operating budget to fund the ESC 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, including revenues from:
 - a. State subsidy;
 - b. Member assessments;

- c. Fees collected from Members, Associate Members, and non-Member Service Recipients for services provided;
 - d. Donations, charitable or governmental grants, or similar funding sources, as the Board of Directors deems appropriate; and
 - e. Any other funding source or miscellaneous revenue approved by the Board of Directors.
 - ii. All anticipated expenditures of operating the ESC 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). The expenditures shall be in separate components—one for Special Education Services and one for all other services.
 - iii. Expenditures for Special Education Services shall include:
 - a. Program space costs for an SAU that provides space for Special Education Services shall be based on the following:
 - i. Determine the total number of rooms in the school building being used as classrooms, excluding the library, cafeteria, office, and gym space;
 - ii. Divide the number of classrooms being used for Special Education Services by the number of classrooms in the building, and apply the resulting percentage to building and personnel costs in the following categories of expenses. Such percentage shall be applied against the budget figures estimated for the upcoming fiscal year for the following items as applicable:
 - a. Principal and secretary salaries and all benefits;
 - b. Custodial salaries and all benefits;
 - c. Water and sewer;
 - d. Electricity, fuel oil, and propane gas;
 - e. Telephones;
 - f. Custodial supplies;
 - g. Garbage collection;
 - h. General liability insurance premiums; and
 - i. Capital expenditures required for Special Education Services and approved by the Board of Directors.
 - j. Snowplowing and summer grounds maintenance costs are not to be included in the amount of expenditures for Special Education Services unless unusual circumstances require their inclusion as determined by the Board of Directors.
 - k.

arrive at the amount of business office costs attributable to the program in question.

- b. In addition, a regional program based on the host system special education Directors office budget divided by the total number of special education students identified in the host system (not including SPRPCE students). Special Education Directors office costs may include the salaries and fringe benefits of the special education director and special education administrative staff to come up with a proportional cost attributed to special education administration for the program. Example: Host system special education Directors Office total budget \$261,151.00 divided by 790 students would equal \$330.57 per student. That amount could be assessed in addition to the base program tuition (cost of program divided by the number of students accessing the program) and in addition to the costs of Business office support noted in (a) above.
- iv. Expenditures for all other services shall include costs of the Executive Director's office, the compensation and benefits of the Executive Director and Executive Director's staff, overhead and insurance for the Executive Director, all other administrative expenses to support grantsmanship, and costs of miscellaneous office supplies.

B. Budget Allocation and Assessment.

- i. By April 1 of each year, the Board of Directors shall allocate to and assess each Member its respective share of the amounts necessary to fund the ESC annual operating budget for the following fiscal year ("Budget Allocation Assessments"). The allocations shall be based on the following cost sharing methods.
 - a. A base membership fee shall be assessed to all Members.
 - b. Allocations of expenditures for Special Education Services shall be shared based on the total net cost of operation of the Special Education Services program divided by the number of attending students. The resulting per-pupil cost shall serve as the tuition rate assessed to the resident school system of the attending student.
 - c. Allocations of costs for all other services shall be based on the cost of the service divided by the number of Members utilizing the service.
- ii. Unless otherwise provided in a Board of Directors' policy, the Members shall pay their respective Budget Allocation Assessments on or before September 1 of each fiscal year. Fees for participation in additional ESC programs (excluding Special Education Services) shall be assessed and payment due as determined by the Board of Directors. Tuition for student participation in the Special Education Services program shall be billed to the respective participating students' resident school system on a monthly basis.
- iii. These cost sharing methods may be modified by October 1 of any year for the following fiscal year by an affirmative vote of two-thirds of the full membership of the Board of Directors;

- C. Expenditure of Funds; Balanced Budget. All funds of the ESC may be used by the Board of Directors in a manner consistent with this Agreement, any applicable grant agreements, and state and federal regulations. The ESC fund balances may, at the discretion of the Board of Directors (i) be used to reduce the operating costs of the ESC; or (ii) be accrued in reserve and contingency funds. Should the Board of Directors determine that fund balances exceed the amount necessary to meet the needs of the operating budget and/or exceed reasonable amounts to fund reserve and contingency funds, the Board of Directors shall determine the most appropriate and efficient manner in which to return any such funds to its Members in equal and/or proportionate share per Member.
- D. Invoices; Payments Due. The Board of Directors shall determine the process, schedules, and deadlines related to invoicing and payments due (including for Budget Allocation Assessments) consistent with this Agreement and applicable laws and rules.
- E. Transition Plan for FY 2024-2025. Notwithstanding Paragraph 17.A (“Annual Operating Budget”), the ESC budget for Fiscal Year FY 2024-2025 shall be the budget attached hereto as Schedule A.

18. **Withdrawal; Termination; Dissolution; Transfer.**

- A. Withdrawal. Any Member may withdraw from the ESC effective at the end of a fiscal year, provided that the withdrawing Member satisfies applicable state law and gives written notice to the Board of Directors not later than November 1 preceding the end of a fiscal year. The Director representing the withdrawing Member shall enter into a withdrawal agreement with the Board of Directors on terms acceptable to the Board of Directors. Any withdrawal agreement involving the withdrawal of a Member must be consistent with the following conditions and understandings:
 - i. The Director representing a withdrawing Member shall be recused from participating in or voting as a Director on any matter relating to the withdrawal from the date that written notice of the withdrawal is provided to the Board of Directors.
 - ii. The Board of Directors and the Director representing the withdrawing Member shall in good faith negotiate a withdrawal agreement that allocates an equitable share of the ESC’s assets and liabilities to the withdrawing Member.
- B. Dissolution. The ESC may be dissolved upon a majority vote of the full Board of Directors and approval of the dissolution in accordance with applicable state law. Prior to dissolution of the ESC, the Directors, by written agreement, shall make suitable provision for the equitable division among the Members of the assets and liabilities of the ESC.
- C. Transfer. Upon a majority vote of the full Board of Directors, a Member may transfer to another education service center whose governing body 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 ESC, 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 ESC, including the equitable division and/or transfer of the assets and liabilities of the ESC.


- D. **Termination of Participation of Member for Cause.** The participation of a Member in the ESC may be terminated for cause upon the failure of the Member to conform to the terms of this Agreement or any statutory requirements applicable to interlocal agreements or education service centers, including without limitation failure to pay the assessed Budget Allocation Assessment. Prior to any such termination, the Board of Directors shall provide the nonconforming Member with a written notice of termination for cause and a 30-day opportunity to cure. If the nonconforming Member fails to cure the nonconformity within the 30-day cure period, the Board of Directors shall prepare a plan for termination in accordance with the provisions of Section 18.A.ii (except that any reference to the withdrawing party therein shall mean the nonconforming Member). The nonconforming Member's participation in the ESC and status as a Member to this Agreement may then be terminated by a vote of a majority of the full membership of the Board of Directors, excluding the Director representing the nonconforming Member. The termination of a nonconforming Member's participation shall become effective as of the end of the then current fiscal year.
19. **Dispute Resolution.** Any dispute arising out of or relating to this Agreement, shall be resolved as follows:
- A. **Negotiation.** The parties to the dispute shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that an aggrieved Member has given written notice of such Dispute to the Board of Directors.
- B. **Mediation.** If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the director representing the aggrieved party and the directors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 90 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. In the event that the aggrieved party and the director(s) representing the other party or parties to the dispute are unable to agree on a mediator within 14 days, or to resolve the dispute through mediation within 90 days, the Members and the ESC reserve the right to file a civil action in a court of competent jurisdiction located in York or Cumberland County, Maine.
- C. **Performance During Dispute.** Unless otherwise directed by the Board of Directors, the Members shall continue performance under this Agreement while matters in dispute are being resolved.
20. **Insurance.** Each Member and Service Recipient shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.
21. **No Exclusivity.** Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the ESC, or the Board of Directors; nor shall it prevent or limit any Party's participation in any other plan, program, agreement, or arrangement for functions, programs, or services; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind. For the avoidance of doubt, nothing in this Agreement shall preclude the Parties, or any Members from entering into an Interlocal Agreement to join another school management and leadership center or establish any other similar joint venture.

22. **Amendment.** This Agreement may be amended by a two-thirds affirmative vote of the full membership of the Board of Directors. In the event of the withdrawal, transfer, or termination of participation of a Member, the Board of Directors shall amend this Agreement accordingly.
23. **Applicability to Successor Parties.** This Agreement shall be binding upon any successor of each Member.
24. **Miscellaneous.** This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.
25. **Approval Conditions, Effective Date, and Members.**
 - A. **Approval Conditions.** Pursuant to 20-A M.R.S. §§ 3805(2) and (3), this Agreement is subject to the following conditions:
 - i. This Agreement must be approved by the Commissioner of the Maine Department of Education; and
 - ii. If approved by the Commissioner, each Member's participation in this Agreement shall be subject to approval by the Member's school board. .
 - B. **Members and Effective Date.** If this Agreement approved by the school boards of at least two Members on or before June 30, 2024, the ESC shall be formed with an effective date of July 1, 2024.


[SIGNATURE PAGES FOLLOW

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

For Airline School Department


James Stoneton


For Bangor School Department:


James Tager

For Brewer School Department:


Gregg Palmer


For Brooklin School Department:


Daniel Ross

For Dedham School Department:


James Stoneton

For Deer-Isle Stonington CSD


Daniel Ross

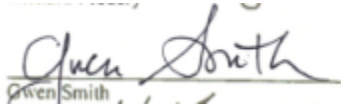
For Ellsworth School Department:


Amy Boles

For Glenburn School Department:


Richard Modery

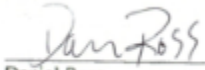
For Greenbush School Department:


Owen Smith

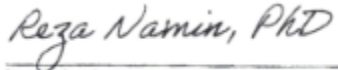
For Hermon School Department:


Micah Grant

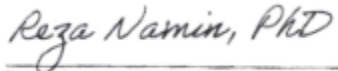
For Isle Au Haut School Department:


Daniel Ross

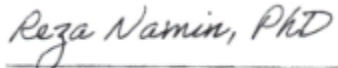
For Maine Indian Education - Indian Island


Reza Namin


For Maine Indian Education - Pleasant Point


Reza Namin

For Maine Indian Education - Indian Township


Reza Namin

For Milford School Department:


Patricia Clark

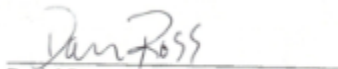
For Orrington School Department:


James Stoneton

For Otis School Department:


Nicole Pothier


For Sedgwick School Department:


Daniel Ross

For Veazie School Department:


Timothy Tweedie

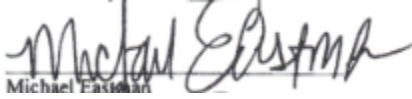
For Regional School Unit 19:


Mike Hammer

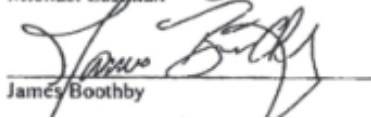
For Regional School Unit No. 22:


Nicholas Raymond

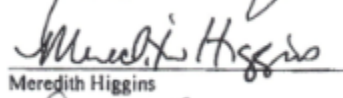
For Regional School Unit No. 24:


Michael Eastman

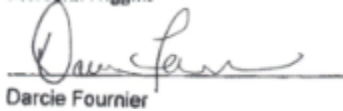
For Regional School Unit No. 25:


James Boothby

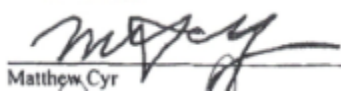
For Regional School Unit No. 26:


Meredith Higgins

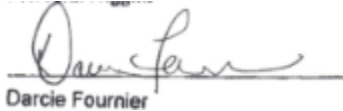
For Regional School Unit No. 31:


Darcie Fournier

For Regional School Unit No. 34:


Matthew Cyr

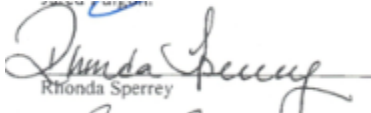
For Regional School Unit No. 41:


Darcie Fournier

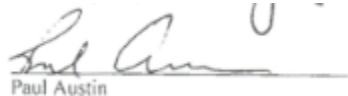
For Regional School Unit No. 63:


Jared Fulkerson

For Regional School Unit No. 64:


Rhonda Sperrey

For Regional School Unit No. 67:


Paul Austin

For Regional School Unit No. 68:


Stacy Shorey

For Regional School Unit No. 87:



Mark Turner

APPROVED BY THE
COMMISSIONER, MAINE
DEPARTMENT OF EDUCATION

DocuSigned by:
Pender Makin

6119999ABD9B473...

11/13/2024

Pender Makin

Date

PENOBSCOT RIVER EDUCATIONAL PARTNERSHIP
Interlocal Agreement for Education Service Center

SCHEDULE A

[insert 2024-2025 budget]

Certificate Of Completion

Envelope Id: 7953BD660880495BBD92F9306EE1D9E3	Status: Completed
Subject: Complete with DocuSign: PRESC ESC Part II_Final.pdf.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Denise Towers
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Denise.Towers@maine.gov
	IP Address: 74.124.128.51

Record Tracking

Status: Original	Holder: Denise Towers	Location: DocuSign
11/12/2024 1:43:56 PM	Denise.Towers@maine.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Maine Department of Education	Location: DocuSign

Signer Events

Pender Makin
 Pender.Makin@maine.gov
 Commissioner
 Carahsoft OBO Maine Department of Education
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 6119999ABD9B473...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.246.225.161

Timestamp

Sent: 11/12/2024 1:47:07 PM
 Viewed: 11/13/2024 6:56:32 AM
 Signed: 11/13/2024 6:57:06 AM

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

Paula Gravelle
 Paula.B.Gravelle@maine.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/13/2024 6:57:29 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/8/2024 3:25:05 PM
 ID: 4dfcb9db-fe60-4f10-9967-6d4204f64d2a

Daniel A. Chuhta
 Daniel.Chuhta@maine.gov
 Deputy Commissioner
 Maine Department of Education
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/13/2024 6:57:29 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	11/12/2024 1:47:07 PM
Certified Delivered	Security Checked	11/13/2024 6:56:32 AM
Signing Complete	Security Checked	11/13/2024 6:57:06 AM
Completed	Security Checked	11/13/2024 6:57:29 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Maine Department of Education (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Maine Department of Education:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jennifer.l.tarr@maine.gov

To advise Carahsoft OBO Maine Department of Education of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.l.tarr@maine.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Maine Department of Education

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jennifer.l.tarr@maine.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Maine Department of Education

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jennifer.l.tarr@maine.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Maine Department of Education as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Maine Department of Education during the course of your relationship with Carahsoft OBO Maine Department of Education.