



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

PAUL R. LEPAGE
GOVERNOR

ROBERT G. HASSON, JR., Ed.D.
COMMISSIONER

March 29, 2018

Jeremy Ray, Superintendent
Dayton Public Schools
18 Maplewood Ave
Biddeford, ME 04005

RE: Southern Maine Administrative Collaborative Regional Service Center

Dear Superintendent Ray,

Thank you for the Regional Service Center Part II Application that you submitted for Department review on behalf of the member school administrative units (SAUs)—cc:d below—on 3/20/2018 for compliance with the school management and leadership center (regional service center) law, Title 20-A M.R.S. Chapter 123.

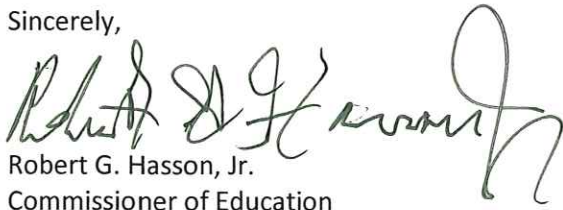
Members of my staff and I have completed the review of your application and accompanying interlocal agreement. I am pleased to let you know that the documents contain all necessary information required for approval.

Any review, comments, or approval given at this time are in relation to the elements required under Title 20-A M.R.S Chapter 123 but are not in relation to the legality of all the activities proposed. To ensure the legality of the steps you'll be taking I encourage you to have your own legal advisor(s) review the details of any transaction proposed in your application and interlocal agreement. If that review leads to any substantive changes in any part of your application, please submit an amended application to the Department for our review and our records.

Once you have obtained local approval, please forward the official results for each member SAU to Regionalization Project Coordinator Deb Lajoie at Deborah.j.lajoie@maine.gov.

I appreciate the great amount of time, effort, and leadership that went into preparing your Part II Application and interlocal agreement, and the Department looks forward to supporting you in your efforts as you implement the elements set forth in your plan.

Sincerely,



Robert G. Hasson, Jr.
Commissioner of Education

cc: Jeremy Ray, Superintendent, Biddeford Public Schools
Paula Gravelle, Maine DOE, School Finance Coordinator

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. STRUCTURE AND GOVERNANCE: ADMINISTRATION.

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

B. Governing Body—Board of Directors.

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

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

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

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

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

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

7. FISCAL OPERATION; COST SHARING.

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

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

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

8. WITHDRAWAL; TERMINATION; DISSOLUTION; TRANSFER.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

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



Alan Casavant, Chairperson

3/26/18
Date

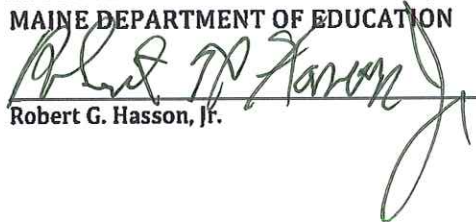
TOWN OF DAYTON, A MUNICIPAL
SCHOOL UNIT ACTING BY AND
THROUGH ITS SCHOOL COMMITTEE



Denis Elie, Chairperson

3/24/18
Date

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION



Robert G. Hasson, Jr.

3-29-18
Date

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

SCHEDULE A

FEE SCHEDULE AND BUDGET ALLOCATION

I. FEE SCHEDULE

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

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

II. BUDGET ALLOCATION

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

1. **RSC Function, Program, or Service Fees.** Calculate the fee charged to each Member for each RSC function, program, and service that a Member purchases in any given fiscal year, pursuant to the fee schedule set forth in Table 1.

2. **Other Costs.** Allocate all other RSC costs authorized by the Board of Directors (e.g., legal, audit, board travel/training) among the Members as follows:

BIDDEFORD 75%
DAYTON 25%

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

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

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

FY 2019 FEES

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

FY 2020 FEES

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

FY 2021 FEES

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

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

SCHEDULE B

FISCAL YEAR FY 2019 RSC BUDGET

EXPENDITURES		REVENUES	
Regular Instruction	\$ 0	<u>Functions, Programs, and Service Fees:</u>	
Special Education	\$ 0	—BIDDEFORD	\$ 1,330,099.11
Career & Tech Education	\$ 0	—DAYTON	\$ 138,962.09
Other Instruction	\$ 0	<u>State Contributions:</u>	\$97,200.00
Student and Staff Support	\$ 0	—Executive Director (55%)	\$
System Administration	\$ (1,437,061.14)	—Student Information System	\$
School Administration	\$ 0	—Accounting/Payroll System	\$
Transportation and Buses	\$ 0	<u>Charges for Other Commitments:</u>	
Facilities Maintenance	\$ 0	—BIDDEFORD (75%)	\$ 6,225.00
Debt Service and Other Commitments	\$ 0	—DAYTON (25%)	\$ 2,075.00
All Other Expenditures	\$ (37,055.00)		
TOTAL EXPENDITURES	\$ (1,506,116.20)	TOTAL REVENUES	\$ 1,574,561.20

DISBURSEMENTS

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

EXPENDITURES + DISBURSEMENTS **\$ (1,574,561.20)**