



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

JANET T. MILLS
GOVERNOR

A. PENDER MAKIN
COMMISSIONER

April 10, 2025

Robert England
RSU 71
PO Box 325
Belfast, ME 04915

RE: Waldo County Education Service Center

Dear Superintendent England,

Thank you for the Education Service Center Part II application that was submitted for Department review on behalf of the member school administrative units (SAUs) below.

RSU 71, RSU 03/MSAD 03, and Region 7 – Waldo County Technical

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

Any review, comment, 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 will 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.

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

Sincerely,
Signed by:

Pender Makin

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Pender Makin
Commissioner of Education

Cc:

RSU 03/MSAD 03 – Paul Penna
Region 7 – Waldo County Technical Center

INTERLOCAL AGREEMENT FOR THE WALDO COUNTY 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 **Maine Administrative School Unit No. 71** and **Maine School Administrative Unit No. 3**, both Maine school administrative units, and **Region 7/Waldo County Technical Center**, a Career and technical education region, acting by and through their governing bodies (collectively, the "Parties"), as follows:

1. **Formation.** Subject to the approval conditions set forth in Section 25, the Parties hereby form an Education Service Center (formerly known as a school management and leadership 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, §§ 2201 *et seq.*
2. **Name.** The name of the school management and leadership center formed pursuant to this Agreement shall be: **Waldo County Education Service Center** (hereinafter, the "ESC").
3. **Purposes.** The purposes of the ESC shall be to enhance student learning and opportunities and maximize available and desired resources through the establishment of shared regional initiatives.
4. **Administrative Entity.** The ESC shall be an education service center within the meaning of 20A M.R.S. Chapter 123, a political subdivision within the meaning of 5 M.R.S. § 19002(6), a quasimunicipal 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 two (2) years commencing **July 1, 2025** and ending **June 30, 2027** (the "Initial Term"), subject to extension as follows: The term of this Agreement shall be automatically extended for one additional fiscal year on **July 1, 2027** and **June 30, 2028** (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless by **December 1** (or a date as otherwise permitted by the Maine Department of Education) in any year the Board of Directors votes in favor of dissolution and the ESC is dissolved pursuant to Section 18.B as of the following **June 30**.
6. **Fiscal Year.** The fiscal year of the ESC shall begin on **July 1** and end on **June 30**.
7. **Members and Associate Member.** The initial members of the ESC shall be those Parties to this Agreement who are Maine school administrative units and whose governing bodies approve the formation of the ESC pursuant to Section 25 (hereinafter, the "Members"). Region 7/Waldo County Technical Center shall be an initial Associate Member of the ESC, notwithstanding Section 13.B, subject to the approval of this Agreement by its governing body. Other Maine school administrative units may become members pursuant to the requirements of Section 13 ("New Members"), and other qualified entities may become associate members pursuant to the requirements of Section 13 ("New Associate Members").

8. Governing Body – Board of Directors.

- A. The ESC shall be governed by a board of directors composed of one or more school board members of each Member or Associate Member (the “Board of Directors”), as follows:

<u>MEMBER/ASSOCIATE MEMBER</u>	<u>NUMBER OF DIRECTORS</u>
Maine Administrative School Unit No. 71	9
Maine School Administrative Unit No. 3	11
Re Region 7/Waldo County Technical Center New Member/Associate Member	4 Set by Membership Agreement (see Section 13)

Each Member/Associate Member’s representative Director(s) shall be selected from the Member/Associate Member’s governing board and shall be appointed by a vote of that Member/Associate Member’s governing board.

- 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 functions, 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.
- F. A majority of the Directors shall constitute a quorum and, except as otherwise specifically provided in this Agreement, a majority vote of the Directors present and voting 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 the representative director of any Member, the governing body of that Member may appoint an interim Director until a new Director has been appointed.

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

- A. Shared educational programs and/or staff.
- B. Shared education support services, specifically:
 - a. Shared planning, purchasing, and administration of technology services and support.
 - b. Shared planning, purchasing, and administration of staff training and professional development.
- C. Any other functions, programs, and services as may be authorized by law and approved by an affirmative vote of two-thirds of the full membership of the Board of Directors.

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.

10. Administration. It is the intent of the Parties that the ESC be administered by **Maine School Administrative Unit No. 71 ("RSU 71")** pursuant to a contract or memorandum of agreement to be entered into between the Board of Directors and the governing body of **RSU 71**. 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. The Executive Director shall administer the provisions of this Agreement in compliance with Chapter 103-A of Title 20-A of the Maine Revised Statutes, as may be amended from time to time.

The Executive Director shall:

- A. Administer the day-to-day operations of the ESC;
- B. Administer the annual operating budget of the ESC, including without limitation 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.

The Board of Directors may alter these administrative arrangements by a vote of two-thirds of the full membership of the Board of Directors.

11. **Fiscal Agent.** To the extent the Board of Directors determines that the ESC requires a fiscal agent, the Board of Directors may designate **RSU 71** and/or one or more Members to act as the fiscal agent of the ESC by agreement between the Board of Directors and the governing body of the designated entity(ies). The fiscal agent shall maintain the accounts of the ESC including, without limitation, its operating budget accounts; may contract for, purchase, and hold title to all ESC 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.
12. **ESC Employer.** To the extent the Board of Directors determines that the ESC requires or benefits from having another entity serve as the employer for some or all of the ESC’s personnel, the Board of Directors may designate a Member to serve as the employer for the ESC by agreement between the Board of Directors and the governing body of the designated entity. Alternatively, the Board of Directors may direct that the ESC to employ its own personnel. A Member serving as the ESC employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate their respective employees serving the ESC. In making such employment decisions, the governing body of the ESC employer shall solicit and consider the recommendations of the Board of Directors.
13. **New Members; Associate Members.**
 - A. New Members. Any entity wishing to become a Member of the ESC, 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 the Petitioner and by a twothirds vote of the full membership of the Board of Directors.
 - B. Associate Members. Entities that qualify pursuant to 20-A M.R.S. § 3802(3) wishing to become an Associate Member of the ESC may petition the Board of Directors for associate membership (“Associate Petitioner”). An Associate Member 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 Petitioner (the “Associate Membership Agreement”). An Associate Petitioner shall become an Associate Member upon approval of the Associate Membership Agreement by the governing body of the Associate Petitioner and by a twothirds vote of the full membership of the Board of Directors.
14. **Minimum Member Obligation.** Nothing in this Agreement requires a Member to purchase all of the functions, programs, and services made available to it by the ESC. A Member may discontinue any purchased functions, programs, and services at the end of a fiscal year upon 90 days’ prior written 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 functions, programs, and services from the ESC shall no longer be required to continue paying the annual membership fee. 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 20A M.R.S. § 15683-C(3) 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 school administrative unit, political subdivision, public entity, or nonprofit organization or association that is not a Member (“nonmember 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 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 a fiscal agent:
 - A. **Organizational Powers.** The ESC 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 and assume contracts, leases, and lease purchase agreements on behalf of the ESC.
 - C. **Employment of Personnel.** The Board of Directors is authorized to employ personnel to carry out the purposes of this Agreement.
 - D. **Real and Personal Property.** The Board of Directors is authorized to hold and dispose of real and personal property in the name and on behalf of the ESC 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 ESC budget.
 - F. **Investment of Funds.** The Executive Director, under the direction of the Board of Directors, is authorized to invest ESC funds on behalf of the ESC in accordance with 30A 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 ESC. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the ESC.
 - I. **Purchase of Goods and Services.** The Board of Directors is authorized to purchase goods and services.
 - J. **Acceptance of Gifts and Grants.** The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by a vote of two-thirds of the full membership of the Board of Directors.

- K. Acceptance and Expenditure of State and Federal Funds. The Board of Directors is authorized to accept funds from state, federal, and other sources.
- L. Policies. The Board of Directors is authorized to adopt administrative policies including, without limitation, purchasing and procurement policies and conflict-of-interest policies, provided any such policies do not conflict with the terms of this Agreement or applicable state or federal law.
- M. Authority to Borrow for Working Capital. Notwithstanding Section 16.H above, the Board of Directors shall have authority to borrow funds in anticipation of the Members' payment of their ESC assessments. Any such borrowing shall be without recourse to the Members and must comply with the requirements of applicable state law, including without limitation 20-A M.R.S. § 3802(11).
- 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 ESC.
- O. No Bonding Authority. Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue bonds or notes for school construction purposes.
- P. No Transfer of Responsibility for Provision of a Free Public Education. This Agreement does not transfer to the ESC 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.

17. Fiscal Operation; Cost Sharing.

- A. Funding Sources. The activities of the ESC 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 17(G) ("Transition Plan for FY 2025"), by **January 15** of each year, the Board of Directors shall prepare and approve, by a two-thirds vote of the Board of Directors at a meeting at which a quorum is present, 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;
- ii. All costs 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).

In the event that the Board of Directors fails to approve an annual budget by **January 15**, the Executive Director shall call an emergency meeting of the Board of Directors to be held no later than **January 30**, at which an annual budget must be approved.

C. Budget Allocation and Assessment.

- i. The Board of Directors shall assess an annual membership fee on each Member and may assess an annual service allocation fee based on each Member's purchase of any of the functions, services, and programs provided by the ESC as determined by the Board of Directors. The annual membership fee and the annual service allocation fee shall not be assessed against those Members that have elected not to purchase any functions, programs, and services from the ESC pursuant to Section 14 ("Minimum Member Obligation").
- ii. By **January 30** of each year, each Member shall be assessed a membership fee and an annual service allocation fee for the following fiscal year. Unless otherwise provided in a Board of Directors' policy, the Members shall pay their respective membership and service allocation fees to the ESC or its fiscal agent in two semi-annual installments in **July** and **January** of each fiscal year.
- iii. The annual membership fee of each Member shall be in such an amount as to provide the ESC with sufficient funds to operate during the fiscal year after taking into account other sources of anticipated revenue including state subsidy and anticipated service allocation fees.
- iv. This budget allocation and assessment arrangement may be modified by **October 1** of any year for the following fiscal year by an affirmative vote of two-thirds of the full membership of the Board of Directors.

D. 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. ESC fund balances may, at the discretion of the Board of Directors (i) be used to reduce the operating costs of the ESC; (ii) be accrued in reserve and contingency funds; or (iii) be equitably credited or rebated to each Member. Anticipated carryover funds at the end of a fiscal year may be returned to the ESC to support its continued growth and reduce Member costs in succeeding fiscal years. To maintain a balanced budget, the ESC shall return any funds in excess of the anticipated carryover funds to its Members in equitable shares per Member.

E. Invoices; Payments Due. The Board of Directors shall determine the process, schedules, and deadlines related to invoicing and payments due (including for membership and service allocation fees) consistent with this Agreement and applicable laws and rules.

- F. State Subsidy. An Education Service Center may lose its eligibility for direct state funding pursuant to 20-A M.R.S. § 3806 if it does not provide at least two functions, programs, or services in at least two of the categories set forth in 20-A M.R.S. § 15683-C.
- G. Transition Plan for FY 2025. Notwithstanding Section 17.B (“Annual Operating Budget”), the ESC budget for Fiscal Year FY 2021 shall be prepared by **June 1, 2025**, by an interim board of directors composed of the Board of Directors. The budget shall be ratified at the initial meeting of the Board of Directors following formation of the ESC.

18. Withdrawal; Termination; Dissolution; Transfer.

- A. Withdrawal. Any Member or Associate Member may withdraw from the ESC effective at the end of a fiscal year, provided that the withdrawing Member/Associate Member satisfies applicable state law (including without limitation 20-A M.R.S. § 3802(13)) 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/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/Associate Member must be consistent with the following conditions and understandings:
 - i. The Director representing a withdrawing Member/Associate 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/Associate 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/Associate Member.
- B. Dissolution. The ESC 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 (including without limitation 20-A M.R.S. § 3802(14)). Prior to dissolution, 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 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 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/Associate Member for Cause. The participation of a Member or Associate Member in the ESC may be terminated for cause upon the failure of the Member/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 Member’s budget

assessment. Prior to any such termination, the Board of Directors shall provide the nonconforming Member/Associate Member with a written notice of termination for cause and a 30-day opportunity to cure. If the nonconforming Member/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 Section 18.A.ii (except that any reference to the withdrawing party therein shall mean the nonconforming Member). The nonconforming Member/Associate Member's participation in the ESC and status as a Member/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 Director representing the nonconforming Member/Associate Member. The termination of a nonconforming Member/Associate 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 party has given written notice of such Dispute to the Board of Directors and the other parties.
 - 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 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, 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.
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 or Associate Members from entering into an interlocal agreement to join an alternative organizational structure or another education service 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 addition, withdrawal, transfer, or termination of participation of a Member, the Board of Directors shall amend this Agreement as needed.
23. **Applicability to Successor Parties.** This Agreement shall be binding upon any successor of each Member or Associate Member. If, however, a municipality withdraws from a Member school administrative unit pursuant to applicable state law, this Agreement shall be binding upon only the Member school administrative unit as it exists after the effective date of withdrawal and shall not be binding upon any municipality that has withdrawn or on any school administrative unit formed by or joined by the withdrawing municipality, unless such a municipality or school administrative unit becomes a Member pursuant to Section 13.A ("New Members").
24. **Miscellaneous.** This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.
25. **Approval Conditions, Effective Date, and Members.**
 - A. Approval Conditions. Pursuant to 20-A M.R.S. §§ 3805(2) and (3), this Agreement is subject to the following conditions:
 - i. This Agreement must be approved by the Commissioner of the Maine Department of Education; and
 - ii. This Agreement must be approved by the governing body of the two Parties who are Maine school administrative units.
 - B. Members and Effective Date. If this Agreement is approved by the Commissioner of the Maine Department of Education and the governing bodies of the two Parties who are Maine school administrative units on or before **June 1, 2025** the ESC shall be formed with an effective date **July 1, 2025** (the "Effective Date").
 - C. Initial Meeting. Following formation of the ESC, the Board of Directors on behalf of the Members shall convene an initial meeting to take any steps necessary and proper for the ESC to become operational.

[SIGNATURE PAGES FOLLOW]

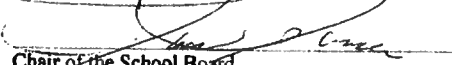
IN WITNESS WHEREOF, the undersigned Parties have caused this Interlocal Agreement to be signed on their behalf by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

Maine School Administrative Unit No. 71


Chair of the School Board

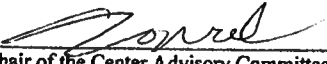
1/16/25
Date

Maine School Administrative Unit No. 3


Chair of the School Board

1-21-2025
Date

Region 7/Waldo County Technical Center


Chair of the Center Advisory Committee

1.21.25
Date

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION


Pender Makin

4/10/2025

Date