

Interlocal Agreement for Alternative Organizational Structure
30-A M.R.S.A. Chapter 115
(Exhibit A)

Agreement made as of *(date)* between Bremen School Department (“Bremen”), a municipal school unit acting by and through its governing body; Bristol School Department (“Bristol”), a municipal school unit acting by and through its governing body; Damariscotta School Department (“Damariscotta”), a municipal school unit acting by and through its governing body; Jefferson School Department (“Jefferson”), a municipal school unit acting by and through its governing body; Newcastle School Department (“Newcastle”), a municipal school unit acting by and through its governing body; Nobleboro School Department (“Nobleboro”), a municipal school unit acting by and through its governing body; and, South Bristol School Department (“South Bristol”), a municipal school unit acting by and through its governing body all with a mailing address of 767 Main Street, Suite 1A, Damariscotta, ME 04543.

WHEREAS, subject to certain conditions of approval, the member school units intend to form an Alternative Organizational Structure (hereinafter “AOS”) within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) and 20-A M.R.S.A. §1, sub-§26(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the member school units intend to share services with respect to system administration, transportation administration, special education administration,

and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the member school units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the member school units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

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

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

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 16 hereof, the Member school units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the member school units into an Alternative Organizational Structure (“AOS”) in order to achieve the goals of Maine’s School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.

3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the member school units is hereby created as a body politic and corporate under the name of Central Lincoln County School System as an Alternative Organizational Structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Committee. Central Lincoln County School System established pursuant to this Interlocal Agreement shall be governed by an AOS School Committee consisting of a representative of the school committee of each of the three towns within the Great Salt Bay Community School District, being the Towns of Bremen, Damariscotta, and Newcastle; and a representative from the school committees of the Towns of Bristol, Nobleboro, Jefferson, and South Bristol. The AOS School Committee shall have one member from each municipality in the AOS and shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member school unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Committee Members	Votes Per AOS School Committee Member
Bristol	2,781/2755	22.0	1	220
Damariscotta	1,936/2218	17.8	1	178
Newcastle	1,960/1752	14.0	1	140
Nobleboro	1,676/1643	13.2	1	132
South Bristol	850/892	7.0	1	70
Bremen	806/806	6.5	1	65
Jefferson	2,542/2427	19.4	1	194
Total:	12,493	99.9	7	999

The weighted vote of each member of the AOS School Committee shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

The school committee of each municipality in the AOS shall choose from its membership the representative, and will choose an alternate who will have full membership rights, to the AOS School Committee to which that municipality is entitled. Membership on the AOS School Committee shall terminate at any time that a member of the AOS School Committee ceases to hold office as a member of the appointing school committee. Any vacancy on the AOS School Committee shall be filled by the appointing school committee or the appointing members of the district school committee as applicable.

5. School Systems of Member school units. Within each of their respective jurisdictions, member school units are currently responsible for operation of the following school grades:

Member school unit	Grades
Bremen	Tuitions Grades 9-12 (Choice)
Bristol	Operates Grades <i>preK</i> -8; tuitions Grades 9-12 (Choice)
Damariscotta	Tuitions Grades 9-12 (Choice)
Jefferson	Operates Grades K-8; Tuitions Grades 9-12 (Choice)
Newcastle	Tuitions Grades 9-12 (Choice)
Nobleboro	Operates Grades K-8; tuitions Grades 9-12 (Choice)
South Bristol	Operates Grades <i>preK</i> -8; tuitions Grades 9-12 (Choice)
Great Salt Bay CSD	Operates Grades K-8 for Bremen, Damariscotta, and Newcastle

6. Powers, Authority and Responsibilities. There shall be an AOS Central Office under the direction and control of the AOS School Committee serving all of the member school units. The AOS Central Office shall include without limitation a superintendent of schools, assistant superintendent, business manager, transportation director, special education administration, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS School Committee and superintendent of schools shall be governed by State law. The AOS School Committee shall be responsible for overseeing system administration, transportation administration, special education administration (including related services), administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing), technology

coordination and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the member school units in the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS School Committee as described above, the powers, authority and responsibilities of the AOS School Committee shall include the following:

- a. Oversee the operation of the AOS Central Office;
- b. Annually develop and obtain voter approval for the AOS Central Office budget;
- c. Apportion to each member school unit its share of the AOS Central Office budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the member school units;
- e. Own and oversee management of the AOS central office property and equipment;
- f. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS Central Office;
- g. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS Central Office, in addition to the authority of one or more member school units to incur debt for that purpose;
- h. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the member school units;
- i. Oversee filing of all required state and federal reports for the AOS and the member school units;

- j. Employ AOS Central Office personnel and oversee administration of their wages, hours, and working conditions and/or contract with member school units for such services;
 - k. Oversee the supervision and evaluation of and adopt policies applicable to AOS Central Office employees;
 - l. Adopt a plan for consistent collective bargaining agreements and the maintenance in the AOS Central Office personnel records of all employees of the AOS and its member school units;
 - m. Oversee and maintain a preK-8 core curriculum for Member school units and procedures for standardized testing and assessment aligned with the system of learning results;
 - n. Oversee administration of the transportation systems for the AOS member school units, and administration of bus purchases and debt repayment; authorize the purchase of buses by the AOS if they are to be used throughout the AOS region;
 - o. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS member school units;
 - p. Accept and oversee expenditure of gifts to the AOS Central Office;
 - q. Adopt a consistent school calendar for the AOS member school units;
 - r. Oversee contracts and lease agreements relating to the AOS Central Office;
 - s. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the member school units in accordance with paragraph 17;
 - t. Authorize the superintendent of schools, subject to such limitations as the AOS school committee may in its discretion determine, to designate one or more employees of the AOS or member school units with administrative certification from the State of Maine to attend meetings of the school committees of the AOS and member school units in place of the Superintendent of Schools.
7. Other Educational Improvements and Cost Savings.

The AOS and the member school units shall work together in a cooperative manner under the leadership of the AOS School Committee and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member school units in the AOS.

8. Budget Adoption Procedures. The AOS School Committee shall develop each year a central office budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member school units prior to calling the budget meetings of the member school units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS central office budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS School Committee. The AOS budget must be approved by a majority of all the voters from AOS member school units at the AOS budget meeting, not by a majority of the voters from each member school unit. Following the AOS budget meeting, the AOS School Committee shall notify the member school units of their respective shares of the AOS Central Office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school committee of each member school unit in the AOS shall then develop its own school budget, including its share of the AOS central office budget, and submit it to the voters of that member school unit for approval at a meeting of its legislative body in accordance with applicable law.

The AOS shall not have taxing power and the allocation of AOS costs to each member school unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The member school units shall be solely responsible for raising taxes to pay their respective shares of the AOS Central Office budget. Each Member school unit's share of the AOS Central Office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Central Office Budget. The member school units shall share the costs of the AOS Central Office budget on the basis of their respective number of pupils on October 1 of the preceding fiscal year. The AOS School Committee, by a two-thirds vote of its full membership, may modify this cost sharing method.

10. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-B sub-84 the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A MRS Chapter 606-B. The Member School Units shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations.

11. Real Estate and Personal Property. All real and personal property belonging to Member school units shall remain the property of those member school units. Any real estate or personal property acquired for the operation of the AOS Central Office shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the member school

units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS Central Office budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a member school unit in the AOS shall be determined by the governing body and voters of that Member school unit in accordance with applicable law. The AOS School Committee and the voters of the AOS shall have no authority to close a school within a Member school unit.

13. Duration. This interlocal agreement shall remain in effect from the date that the AOS becomes operational until this agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a member school unit in this interlocal agreement and the AOS may be terminated for cause upon the failure of a member school unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS School Committee. Prior to any such termination, the AOS School Committee shall provide the non-conforming member school unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the member school unit fails to cure the non-conformity within the 90 day cure period, the AOS School Committee shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that member school unit's proportionate share of the assets

of the AOS. Upon approval of the Plan by the Commissioner, the member school unit's participation in the AOS and this interlocal agreement may be terminated by a vote of a majority of all the members of the AOS School Committee, including those from the member school unit whose termination is under consideration. The termination of a member school unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a member school unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated member school unit as provided in the plan approved by the Commissioner.

15. Withdrawal of Member School Unit. Unless otherwise provided by law, a member school unit may withdraw from participation in the AOS upon approval by the Commissioner of Education of a Plan of Withdrawal prepared by the school board or school committee of the Member school unit seeking to withdraw from the AOS and thereafter approved by the voters of that member school unit as may be provided in the Plan of Withdrawal approved by the Commissioner of Education. Before approving a Plan of Withdrawal pursuant to this section, the Commissioner of Education shall give written notice and an opportunity to be heard to the AOS School Committee and the other member school units in the AOS. The Commissioner of Education may require the AOS School Committee and the school committee of the member school unit seeking to withdraw to participate in mediation prior to approval of a Plan of Withdrawal by the Commissioner of Education and the voters of the withdrawing member school unit. The Commissioner of Education may approve, approve with conditions, or deny a Plan of

Withdrawal. Upon approval of a Plan of Withdrawal, the AOS shall make a distribution of property and/or compensation to the withdrawing member school unit as provided in the Plan of Withdrawal approved by the Commissioner of Education.

16. Termination of Interlocal Agreement. Unless otherwise provided by law, this interlocal agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS School Committee or by the school committee(s) of one or more member school units, and thereafter approved by the voters of the AOS or the voters of one or more member school units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

17. Amendment to Interlocal Agreement. Subject to approval by the Commissioner of Education, this interlocal agreement may be amended upon a two-thirds vote of the full membership of the AOS School Committee and approval by the voters of the member school units voting in the aggregate in accordance with the same procedures as the budget approval process for the AOS budget in effect at the time of the vote.

18. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each member school unit within the AOS.

19. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- c. This agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Bremen School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

Bristol School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

Damariscotta School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

Newcastle School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

Nobleboro School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

Jefferson School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

South Bristol School Department

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2021

WITNESS:

**APPROVED PURSUANT TO
30-A M.R.S.A. §2205**

_____ BY: _____
Pender Makin
State of Maine
Commissioner of Education
Date: _____, 2021