

**Amended Inter-local Agreement Concerning the
Southern Penobscot Regional Program for Children with Exceptionalities**

Sec. 1. Program Established.

(a) The Southern Penobscot Regional Program for Children with Exceptionalities (the “Program”) is established through this Amended Inter-local Agreement (the “Amended Agreement”) between and among the school administrative units as shown in **Exhibit A**, attached hereto (the “Members”). In the case of a participating AOS, the AOS shall be the Member, but this Amended Agreement shall apply only to those members of the AOS whose governing bodies have voted to ratify this Amended Agreement pursuant to paragraph 1(f) below and as shown on **Exhibit A**.

(b) The Program is established as a quasi-municipal district within the meaning of 30-A M.R.S. § 2351(4); as a regional special education program under 20-A M.R.S. § 7253 for the purpose of providing special education and related services including Day Treatment Services and alternative and individualized programing with greater efficiency; and as a regional education cooperative within the meaning of 20-A M.R.S. § 2512 for the purpose of providing other cooperative educational programs and initiatives, including but not limited to alternative education programming and professional development initiatives, with greater efficiency.

(c) The following services programs shall be included in the Program subject to modifications approved by the Executive Officer Board:

1. A day treatment program;
2. Programs for students with multiple disabilities in grades K-12;
3. A K-12 program for hearing impaired students;
4. Such other cooperative educational programs and initiatives, including but

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not limited to alternative education programs and professional development initiatives, that are recommended by the Executive Officer Board and approved by the Board of Directors.

If a modification to a services program results in additional costs to a Member, the Executive Officer Board shall take appropriate measures to ensure that such additional costs are equitably allocated between the Members.

(d) The term of this Amended Agreement shall be from **September 1, 2014 to August, 31, 2024.**

(e) This Amended Agreement is made pursuant to the authority granted to the Members by 30-A M.R.S., Chapter 115, which governs agreements for inter-local cooperation; 20-A M.R.S. § 7253, which governs cooperative agreements to provide regional special education programs and support services; and 20-A M.R.S., chapter 113-1, which governs regional education cooperatives.

(f) If the governing body of any Member listed in **Exhibit A**, or the governing body of any school unit that is a member of an AOS listed as a Member (the “member of an AOS”) does not ratify this Amended Agreement, that school unit will continue to participate in the Program under the terms of the Interlocal Agreement approved by the SPRPCE Board of Directors on March 31, 2014, which was subsequently signed by its Members and filed with the Secretary of State,

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Sec. 2. Governing Body. The Program shall be governed by a Board of Directors consisting of one representative from each of the participating Members. Each member of the Board of Directors shall be appointed by the governing body of the Member served by the Program. Each member of the Board of Directors shall serve at the will of the appointing governing body for that Member. 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 the policies of the participating school administrative units and not inconsistent with Maine law. The Board of Directors representatives shall have weighted voting based upon the most recent U.S. Census decennial population counts for the municipalities within each Member (exclusive of municipalities of AOS members that have not ratified this Agreement). The weighted voting based on the 2010 U.S. Census data is as set forth in **Exhibit B**, attached hereto.

Sec. 3. The Executive Officer Board. The Executive Officer Board shall be comprised of the school superintendents of each of the Members. The Executive Officer Board shall oversee the work of the Executive Director or Leadership Team who shall report to the Executive Officer Board, and the Executive Officer Board shall advise and make recommendations to the Board of Directors. The Executive Officer Board shall recommend to the Board of Directors any contract to be entered into by the Board of Directors. The Executive Director or a member of the Leadership Team shall serve as the Secretary of the Executive Officer Board.

Sec. 4. Commissioner Approval. This Amended Agreement shall be subject to 30-A M.R.S. § 2205, 20-A M.R.S. § 7253 and 20-A M.R.S. § 2513 with respect to approval by the Commissioner of Education as the applicable state officer.

Sec. 5. Program Membership and Related Matters

- (a) **Program Membership.** A school administrative unit may petition to join the Program upon a majority vote of the governing body of the petitioning school unit. Any petition to join must be approved by a majority of the Executive Officer Board and the Board of Directors of the Program. A school administrative unit that joins the Program pursuant to this Section 5(a) must agree to be subject to the terms of this Amended Agreement. If a school administrative unit that withdrew from the Program later petitions to re-join, the petitioning unit may be assessed for any costs and liabilities that were not adequately recovered through a withdrawal agreement.

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(b) **Withdrawal.** Any Member may withdraw from the Program effective at the end of any fiscal year provided that the Member gives written notice of the intent to withdraw to the Executive Officer Board not later than the January 1 preceding the end of a fiscal year. After a Member gives notice of withdrawal in a timely manner, the Executive Officer Board and the withdrawing Member shall make suitable provision for the transition of educational and related services for all affected students. The Executive Officer Board and the withdrawing Member shall in good faith negotiate a withdrawal agreement that provides for an equitable allocation of the Program's assets and liabilities to the withdrawing Member. The withdrawal agreement shall be consistent with the following paragraph and shall be subject to approval by the Board of Directors.

By entering into this [Amended](#) Agreement or joining the Program pursuant to Section 5(a), the Members have made a bona fide commitment to the Program for the term of this [Amended](#) Agreement. The Members acknowledge that the Board of Directors may execute long-term contracts (i.e., contracts that extend beyond a current fiscal year), including leases and multi-year employment contracts, and that such long-term contracts benefit the Program and the Members. The Members further acknowledge that a withdrawal of a Member would increase the remaining Members' responsibility for contractual obligations and other liabilities incurred by the Program prior to withdrawal of a Member unless the withdrawing member remains responsible for an equitable share of those obligations and liabilities after withdrawal. In the case of contract obligations that are included in calculation of tuition charges under Section 6(c) and (d), a withdrawal agreement shall provide that, for each year remaining on the contract obligation after withdrawal, the withdrawing Member shall pay to the Program an amount equal to the average amount that the withdrawing Member contributed to the contract obligation in the form of tuition charges during the 3 years preceding withdrawal (or such shorter period as this [Amended](#) Agreement has been in effect). In the case of other

obligations and liabilities incurred prior to withdrawal, including obligations related to the Executive Director's office under Section 6(e) as well as workers' compensation liabilities, unemployment liabilities and other contingent legal liabilities that may later arise, a withdrawal agreement shall provide for the withdrawing Member to pay a pro rata share of the remaining obligations based on the average resident student enrollment on October 1 and April 1 of the previous calendar year immediately preceding the effective date of withdrawal. However, there may be instances where the withdrawing Member will continue to benefit exclusively from a contractual obligation of the Program, while the Program retains no benefit. In such circumstances and notwithstanding the foregoing, the withdrawal agreement shall provide that, upon withdrawal, the withdrawing Member shall assume such obligation with no further contribution from the Program or its remaining Members. Notwithstanding the foregoing, the Executive Officer Board and a withdrawing Member may agree on an alternate method of retiring outstanding obligations of the Program, subject to approval by the Board of Directors.

- (c) **Acceptance of Tuition Students.** The Executive Officer Board at its sole discretion may accept students for the Program from a school administrative unit that is not a Member of the Program, provided that the sending school administrative unit pays all actual costs for the student plus a Program participation fee consistent with the policies of the Program. Priority for inclusion in any service offered by the Program shall be given to Members listed in **Exhibit A**.

Sec. 6. Annual Operating Budget.

- (a) The Board of Directors shall approve the annual budget of the Program and shall allocate that budget to the school administrative units within the Program, including school administrative units that are the members of an AOS within the Program. The [components of the Program budget related to special education](#) shall be included in the special education appropriations of each Member and each member of an AOS within the Program. The allocation of each school

administrative unit, including members of an AOS within the Program, shall be that percentage of the program budget that equals the percentage of Program students from that school administrative unit. The school administrative units shall pay their allocations to the Program in monthly installments, which installments shall be adjusted monthly as Program enrollments change.

- (b) Any funding for the Program must be expended in accordance with applicable state and federal regulations.
- (c) The tuition charges for each program may be adjusted monthly and, following the annual audit, any remaining balances shall, at the discretion of the Board of Directors be:
 - i. Credited or rebated to the respective school administrative units, including members of an AOS within the Program, based upon student enrollment; and/or
 - ii. Used to reduce the operating costs of the Program or a successor regional special education program; and/or
 - iii. Accrued in capital improvement reserve funds, contingency funds (e.g., for workers' compensation, unemployment, and other legal liabilities), and other reserve funds for the Program or a successor regional special education program with annual reports of accumulating funds.

The Board of Directors, at its discretion, may direct the local sponsoring school administrative unit to apply remaining balances of the Program consistent with i, ii, or iii above.

- (d) The Program will use the following criteria and formula for assessing costs for Program space.
 - i. Determine the total number of rooms in the school being used as classrooms, excluding the library, cafeteria, office and gym space.
 - ii. Divide the number of classrooms being used by the Program by the

number of classrooms in the building, and apply the resulting percentage amount to building and personnel costs in the following categories of expense. The percentages shall be applied against the budget figures estimated for the upcoming fiscal year for the following items as applicable:

- a. Principal and secretary salaries and all benefits;
 - b. Custodial salaries and all benefits;
 - c. Water and sewer;
 - d. Electricity, fuel oil and propane gas;
 - e. Telephones;
 - f. Custodial supplies;
 - g. Garbage collection;
 - h. General liability insurance premiums; and
 - i. Capital expenditures required by the Program and approved by the Executive Officer Board.
- iii. Central office costs attributable to the Program are determined by dividing the central office cost of the applicable school unit by the total budget of that school unit to arrive at the percentage of costs to be charged to the Program budget. For example, for the Bangor K-5 programming, Bangor may charge the Program for central office costs a percentage of the budget for the Bangor K-5 programming equal to Bangor's central office costs divided by the total Bangor budget. In addition, programs without an assigned, budgeted administrator may charge the proportional amount (Program students divided by total local district special education pupil count) of the salaries and fringe benefits of its special education director and special education secretary/administrative assistant.
- iv. Snowplowing and summer grounds maintenance costs are not to be part of the formula unless unusual circumstances dictate their inclusion as determined by the Executive Officer Board.

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- v. For school units ~~(such as RSU 34)~~ that dedicate an entire building to the Program, the costs for Program space as determined by Section 6(d)(ii) shall be all costs of that building plus the school unit may also charge central office costs as determined by 6(d)(iii).

(e) The budget of the Executive Director's office, the compensation and benefits of the Executive Director and the Executive Director's staff, overhead and insurance for the Executive Director, stipend compensation for the Regional Advisory Board Chairperson, all other administrative expenses to support grantsmanship, and costs of miscellaneous office supplies shall be assessed to each school unit, including the members of an AOS within the Program, on the basis of average resident student enrollment of each school unit on October 1 of the current year and April 1 of the calendar year preceding the current fiscal year of the Program. In the absence of an Executive Director, the budget for contracted leadership services furnished by the Leadership Team will be assessed to each school unit on the basis described in the preceding sentence. For example, if a school unit's resident student count is 20% of the total resident student count of all school units served by the Program, that school unit shall pay 20% of the costs described in this section (e). These costs shall be billed annually. These costs shall also be included in the special education appropriations of each school unit served by the Program, including the members of an AOS within the Program.

Sec. 7. Officers. The Board of Directors shall elect a chair, a vice-chair, and any other officers it deems necessary. The Executive Director or a member of the Leadership Team shall serve as the Secretary of the Board of Directors.

Sec. 8. Authority and Powers. The authority and powers of the Program shall include:

- (a) Contracts. The Board of Directors is authorized to enter into contracts.
- (b) Sue and be Sued. The Program shall have the power and authority to sue and,

subject to any immunity provided by law, to be sued.

- (c) Employment. The Board of Directors is authorized to hire one or more employees including without limitation an Executive Director.
- (d) Expenditures. The Executive Director [or Leadership Team](#), under the direction of the Executive Officer Board, is authorized to expend funds in accordance with the approved Program budget.
- (e) Investment of Funds. The fiscal agent and/or the Board of Directors are authorized to invest Program funds in accordance with 30-A M.R.S. §§ 5706-5719.
- (f) 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 school administrative units served by the Program, including the members of an AOS within the Program.
- (g) Organizational Powers. The Program will provide special education and related services including day treatment services and alternative and individualized programming, [and other cooperative educational programs and initiatives](#) as the Board of Directors may direct. The establishment of the Program shall not limit the authority of Members of the Program to enter into any other agreements pursuant to applicable law to provide joint or educational services.
- (h) Policies. The Board of Directors is authorized to make administrative policies including, without limitation, purchasing and procurement policies and conflict of interest policies provided these policies do not conflict with state law and the policies of participating school units.

(i) Insurance. Purchase and maintain insurance as the Board of Directors determines to be appropriate.

(j) Transportation. Transportation costs shall be the responsibility of the sending unit.

(k) Authority to Lease. The Board of Directors may enter into lease agreements for real or personal property consistent with Maine law as described below. All parties agree that during the term of this [Amended](#) Agreement no leases that extend beyond the term of this [Amended](#) Agreement will be entered into for the Program.

(i) The inter-local agreement law is found in 30-A M.R.S. §§ 2201-2207. Section 2201 of Title 30-A provides that the purpose of this law is as follows:

It is the purpose of this chapter to permit public agencies of the State or any adjoining state [as defined in section 2202], including, but not limited to, municipalities, counties, school administrative units and federal agencies and Indian tribes and their political subdivisions to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities within the State in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of communities.

(ii) Further, section 2206 expressly provides that a public agency entering into an agreement for inter-local cooperation may lease or otherwise provide its property to the joint entity:

Any public agency entering into an agreement under this chapter

may appropriate funds and may sell, lease, give or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing any personnel or services for that purpose that it may legally furnish.

Sec. 9. Program Termination. Prior to termination of this [Amended](#) Agreement, the Executive Officer Board shall make suitable provision for the transition of educational and related services for all affected students consistent with state and federal special education laws and regulations, the transition of governance and other matters related to the Program, and for the equitable division of the assets and liabilities of the Program in accordance with and subject to paragraphs 5(b) above. Upon termination of this [Amended](#) Agreement, the Executive Officer Board may allocate cash assets of the Program, net of any outstanding liabilities, to a successor regional special education program that comprises some or all of the Members.

Sec. 10. Dispute Resolution. Any controversy or claim arising out of or relating to this [Amended](#) Agreement shall be conclusively settled by arbitration in accordance with rules of the American Arbitration Association, and judgment upon the award obtained in such arbitration may be rendered in any court having jurisdiction thereof. The decision of the arbitrator shall be final. The Parties to such dispute shall endeavor in good faith to select an arbitrator/mediator within twenty (20) business days of the occurrence of any event giving rise to arbitration hereunder (an “Event”). If the Parties to the dispute are unable to so agree, either Party may request the American Arbitration Association to select an arbitrator and such selection shall be final, conclusive, and binding upon the Parties to the dispute. The Parties to the dispute shall share equally the costs and expenses of the arbitrator they select jointly or that may be selected by the American Arbitration Association.

Sec. 11. Submission of Agreement. Notwithstanding any other provision hereof, including the definition of the Effective Date, this [Amended](#) Agreement shall not be effective until a copy of the [Amended](#) Agreement has been filed with the clerk of each concerned municipality and until a copy has been filed with the Secretary of State for the State of Maine.

Additionally, the Parties shall submit this [Amended](#) Agreement to the Commissioner of Education for the State of Maine in accordance with State law at 30-A M.R.S.A. § 2205, which specifically provides that: “The officers or agency shall approve any agreement submitted to the officer or agency under this chapter unless the officer or agency finds that it does not in substance comply with any law regarding matters within that officer’s or the agency’s jurisdiction. Failure to disapprove an agreement submitted under this chapter within 30 days of its submission constitutes approval of the agreement.”

Sec. 12. Policies of the Program or Organizational Plan. If any portion of any policy or organizational plan shall differ from this [Amended](#) Agreement, the [Amended](#) Agreement shall control.

Sec. 13. This [Amended](#) Agreement and its Exhibits constitute the entire agreement between the parties and supersedes all prior agreements, representations and understandings of the parties, whether written or oral. This [Amended](#) Agreement may be amended only by a written instrument signed by the then-existing Members, subject to approval in accordance with 30-A M.R.S. chapter 115. This [Amended](#) Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one and the same agreement.

[signature pages follows]

In witness whereof, the parties have entered into this [Amended](#) Agreement as of the dates set forth below.

For A.O.S. No. 47: _____

Date: _____ [James Stoneton](#), Superintendent

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For ~~A~~ [Airline CSD](#): _____

Date: _____ [James Stoneton](#), Superintendent

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For Bangor School Department _____

Date: _____ Betsy Webb, Superintendent

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For Brewer School Department _____

Date: _____ [Cheri Towle](#), Superintendent

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For Glenburn School Department _____

Date: _____ Doug Smith, Superintendent

For Greenbush School Department _____

Date: _____ Gwen Smith, Superintendent

For Hermon School Department _____

Date: _____ Patricia Duran, Superintendent

For Maine Indian Education _____

Date: _____ [McCloud](#), Superintendent

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For Milford School Department _____

Date: _____ Terrance McConnell, Superintendent

For R.S.U. No. 19 _____

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Date: _____ Gregory Potter, Superintendent

For R.S.U. No. 22

Date: _____ Richard Lyons, Superintendent

For R.S.U. No. 26

Date: _____ [Michael Tracy](#), Superintendent

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For R.S.U. No. 34

Date: _____ David Walker, Superintendent

[For R.S.U. No. 63](#)

Date: _____ [Susan Smith](#), Superintendent

For R.S.U. No. 64

Date: _____ [Rhonda Sperrey](#), Superintendent

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For R.S.U. No. 87

Date: _____ John Backus, Superintendent

For Veazie School Department

Date: _____ Richard Lyons, Superintendent

**Inter-local Agreement Concerning the Southern Penobscot Regional Program for
Children with Exceptionalities**

EXHIBIT A

List of Members and dates of ratification of this [Amended](#) Agreement by governing bodies

Member
A.O.S. No. 47 (Dedham and Orrington)
▼
▼
▼
R.S.U. No. 63
Airline C.S.D. No. 8
Bangor School Department
Brewer School Department
Glenburn School Department
Greenbush School Department
Hermon School Department
Maine Indian Education (Indian Island)
Milford School Department
R.S.U. No. 22 (Frankfort, Hampden, Newburgh, Winterport)
R.S.U. No. 26 (Orono)
R.S.U. No. 64 (Bradford, Corinth, Hudson, Kenduskeag and Stetson)
R.S.U. No. 87 (Carmel and Levant)
Veazie School Department

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