

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Medway School Department	Medway School Department
Woodville School Department	Woodville School Department
East Millinocket School Department	East Millinocket School Department

Contact Information:

RPC Chair

Name: Amy Linscott
 Address: 27 Pine Street
 East Millinocket ME 04430

 Telephone: 746-5131

 email: alinscott@gmail.com

Date Plan Submitted: April 27, 2011

Proposed RSU Operational Date: July 1, 2011

<i>Robert L. Little</i> Signature/Title <i>Chair EMSB</i>	<i>5-3-11</i> Date	SAU EAST MILLINOCKET
<i>Mads Waller</i> Signature/Title <i>Board Member</i>	<i>5-3-2011</i> Date	SAU EAST MILLINOCKET
<i>John S. Mowher</i> Signature/Title	<i>5/3/2011</i> Date	SAU EAST MILLINOCKET
<i>Stu Thurgood</i> Signature/Title <i>Woodville Chair</i>	<i>5/3/2011</i> Date	SAU WOODVILLE
<i>Cindy Pinocott</i> Signature/Title <i>East Mill Board</i>	<i>5/3/2011</i> Date	SAU EAST MILLINOCKET
<i>August M. King</i> Signature/Title <i>Board Chair</i>	<i>5/3/2011</i> Date	SAU Medway
<i>James A. Bye</i> Signature/Title <i>School Board</i>	<i>5/3/2011</i> Date	SAU East Millinocket
<i>Tracy Fleming</i> Signature/Title <i>Woodville School Board</i>	<i>5/3/2011</i> Date	SAU Woodville
<i>Julie Delente</i> Signature/Title	<i>5/3/2011</i> Date	SAU Medway
<i>Dave York</i> Signature/Title	<i>5/3/11</i> Date	SAU
<i>Christine McLaughlin</i> Signature/Title	<i>5/3/11</i> Date	SAU Medway
Signature/Title	Date	SAU

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Com plete	In Prog ress	Not Yet Start ed	Iden tifie d Barr ier	Nee d Assi stan ce
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		X				
3.A(2)	Size of governing body		X				
	Composition of governing body		X				
	Apportionment of governing body		X				
3.A(3)	Method of voting of the governing body		X				
3.A(4)	Composition of local school committees		X				
	Powers of local school committees		X				
	Duties of local school committees		X				
3.A(5)	Disposition of real & personal school property		X				
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X				
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X				
3.A(7)	Assignment of school personnel contracts		X				
	Assignment of school collective bargaining agreements		X				
	Assignment of other school contractual obligations		X				
3.A(8)	Disposition of existing school funds and existing financial obligations		X				
3.A(9)	Transition plan that addresses the development of a budget for the first school year		X				
	Transition plan that addresses interim personnel policies		X				
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X				
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X				
3.A(12)	Estimate of cost savings to be achieved		X				
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		X				

Parameters for Plan Development							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Com plete	In Prog ress	Not Yet Start ed	Iden tifie d Barr ier	Need Assi stan ce
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception)		X				
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X				
3.B(2)	Comprehensive programming for all students grades K – 12		X				
	Includes at least one publicly supported high school		X				
3.B(3)	Consistent with policies set forth in section 1451		X				
3.B(4)	No displacement of teachers		X				
	No displacement of students		X				
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X				
3.B(5)	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in the first year of operation during the school year immediately following reorganization for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program		X				
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		X				
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		X				
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		X				
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		X				
	Adoption of consistent school policies and school calendars		X				
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		X				

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		X					
Collaborative Agreements								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? <i>(not required, but encouraged)</i>							X	

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 542 <http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography			
Demographics			
Economics			
Transportation			
Population Density			
Other Unique Circumstances	X	X	

Explanation of Barriers -

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs -

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

REORGANIZATION PLAN TABLE OF CONTENTS

EAST MILLINOCKET/MEDWAY/WOODVILLE AOS

CHECKLIST / PLAN ITEMS

- Submittal Sheets.....Pg. 3-4
- Cover Sheet(s).....Pg. 5-8
- Table of Contents.....Pg. 9
- AOS Plan.....Pg. 10-15

EXHIBITS

- Interlocal Agreement.....Exhibit A.....Pg 16-29
- RPC Meeting Minutes.....Exhibit B.....Pg 30-32
- Cost Sharing Plan.....Exhibit C.....Pg 33
- Personnel Charts.....Exhibit D
- Existing Contracts for School PrivilegesExhibit E

REORGANIZATION PLAN (ALTERNATIVE ORGANIZATIONAL STRUCTURE)

SAU Submitting: East Millinocket School Department
Medway School Department
Woodville School Department

Contact Information: Quenten Clark
Phone: 746-3500

Date Submitted by SAU:

Proposed AOS Operational Date: July 1, 2011

This Plan proposes the reorganization of East Millinocket School Department, Woodville School Department and Medway School Department into a single Alternate Organizational Structure ("AOS").

The Plan has been prepared by the East Millinocket/Woodville/Medway Reorganizational Planning Committee ("RPC"), and is submitted by East Millinocket School Department, Medway School Department and Woodville School Department to the State Commissioner of Education for approval before being brought to a vote by referendum.

The towns of East Millinocket, Woodville and Medway propose a reorganization plan for the purposes of improving the educational quality of the three towns, meeting State statutory requirements, and providing equity and fairness for its member municipalities. To achieve this purpose, the East Millinocket/Woodville/Medway RPC has considered the challenges and opportunities arising from consolidation with respect to the delivery of educational services to students in the member communities. The RPC, consisting of administrators, school committee members and members of the public, explored issues such as curriculum opportunities and coordination, professional development standards, expectations regarding course offerings, standards of evaluation and assessment, and projections on enrollment and capacity.

The RPC determined that school consolidation, if implemented in a systematic, purposeful manner, could enhance and improve learning and teaching opportunities across the two communities.

The RPC found that consolidation could provide a framework to strengthen educational delivery to our students. For that to occur successfully there must be a balance of structural supports and systematic change that consistently promotes the success of all students.

The RPC's report makes a number of recommendations that can guide and inform the decisions and actions of the AOS Board and Administration as they effect the reorganization of the three school units creating a new educational unit. These recommendations are also intended to be used in early decision making with regard to Pre-K-12 Programming, Supports for Students, and Professional Development.

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed AOS includes the following school administrative units:

- A. Town of East Millinocket, a municipal school unit;
- Town of Medway, a municipal school unit
- Town of Woodville, a municipal school unit

2. The size, composition and apportionment of the governing body.

The AOS Board shall be composed of thirteen (13) members. Each school committee in the AOS shall appoint the following number of its members to serve on the AOS Board.

Municipality	Population	# of Board Members
East Millinocket	1723	5
Medway	1349	5
Woodville	248	3

3. **The method of voting of the governing body.**

The method of voting will be one vote per member

4. **The composition, powers and duties of any advisory committees to be created.**

The AOS Board of Directors will have the right to create advisory committees. The AOS Board will determine when and if any such committees are necessary, and their size, scope, duties, and duration. Upon formation, any such committees will remain under the direction of the AOS Board.

5. **The disposition of real and personal school property.**

All real and personal property belonging to Member School Units shall remain the property of those Member School Units.

6. **The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.**

The indebtedness and lease-purchase obligations of the Member School Units will remain with them.

7. **The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.**

All of the Member School Units' Central Office personnel contracts, special education director and secretary contracts and other contractual obligations of the central offices will be transferred to the East Millinocket/Medway/Woodville AOS effective July 1, 2011. All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with the member school unit and not transferred to the AOS. Exhibit D

8. **The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.**

All existing school funds and existing financial obligations of the Member School Units will remain with them. The "ministerial" accounts will remain with the Member School Units.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

- a. The AOS Board will consist of the members of the East Millinocket, Medway and Woodville School Boards. The AOS Board will meet within twenty-one days following and approval vote by the voters of the communities to elect a chairperson, a secretary and a superintendent. The budget developed by School Union 113 will be used as an initial budget for the new AOS. This budget will be included in the FY12 budget timeline for all three municipal school departments – such that they will be included in each school departments FY12 approval process.
- b. Existing Union 113 personnel policies shall serve as the interim policies for the AOS central office until the AOS school board establishes its own policies. All other personnel will be governed by their member school unit's policies. The AOS board will, however, commence to develop necessary AOS policy as soon as practical.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan. The documentation will be included with this plan as Exhibit B.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan. If the Reorganization Plan does not form under this plan, the School Departments shall re-start the process to form an AOS or a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to develop another Reorganization Plan.

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved. We estimate that the formation of the AOS will result in the following cost savings during the first three years of operation.

The communities of East Millinocket, Medway, and Woodville will continue to search for increased operating efficiencies to provide future savings in the new AOS.

First year: Fiscal Year 2012	
Estimated Savings:	\$0
Second year: Fiscal Year 2013	
Estimated Savings:	\$0
Third year: Fiscal Year 2014	
Estimated Savings:	\$0

13. Other matters determined to be necessary.

- a) Assets and Liabilities. The East Millinocket School Department, Woodville School Department and Medway School Department will retain any assets and liabilities related to the prior status of each of the SAUs.
- b) Instructional Impact. The implementation of this plan will have no adverse impact on the instructional program of either school in the Member School Units.
- c) Tuition Contract and School Choice
 - i) Tuition Contracts. The three School Departments currently have contracts (attached as Exhibit E) that describe how children will be educated. Presently East Millinocket educates all k-4 students at Opal Myrick Elementary School and all 9-12 students at Schenck High School. Medway educates all 5-8 students at Medway Middle School. Opal Myrick will be closing at the end of the current school year and those students will be moving into available space at Schenck High School. East Millinocket and Medway have exclusive contracts. Woodville students have school choice. It is the intent of the three School Departments to continue with this arrangement. Should conditions change or should Schenck High School be closed, each member school administrative unit reserves the right to negotiate subsequent tuition contracts with other surrounding or nearby school administrative units or to provide school choice to its students in accordance with applicable law and school board policies.
 - ii) School Choice. Students in Woodville shall continue to choose any school approved for tuition purposes by the Maine Department of Education.
- d) Fewer than 2,500 students. The East Millinocket School Department, Medway School Department and Woodville School Department are proposing the formation of an AOS with an enrollment of 479 students (as of October 2010). A letter of unique circumstances has been filed with Commissioner of Education and approved.

- e) Incorporation of Interlocal Agreement. The Interlocal Agreement for the creation of the AOS, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of the Plan.
- f) Amendment of Plan. Subject to approval by the Commissioner of Education, this Plan may be amended by a majority vote of the full membership to the AOS Board, approval by the school board of each Member School Unit, and a favorable vote of each Member School Unit taken at a publicized public meeting or by referendum.
- g) Cost Sharing of AOS Budget.
 - 1) The Member School Units shall share the local costs of the AOS central office budget as defined in a cost sharing plan approved on April 27, 2011 by the RPC and included as Exhibit C.
 - 2) The method of cost-sharing of AOS central office costs may be amended upon approval by the school committee of each Member School Unit and by the voters of each Member School Unit at a town meeting or town referendum.

EXHIBIT A

Interlocal Agreement for Alternate Organizational Structure
30-A M.R.S.A. Chapter 115

Agreement made as of May 4, 2011 between the East Millinocket School Department (“East Millinocket”) and the Medway School Department (“Medway”) and the Woodville School Department (“Woodville”), municipal school units acting by and through its governing body;

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter “AOS”) within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B 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, a plan for consistent school policies and school calendars; 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 18 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 Alternate Organizational Structure (“AOS”) in order to achieve to 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.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter (RPC”) for the purpose of developing a school reorganization plan for an AOS pursuant to Maine’s School Reorganization Law (hereinafter “School Reorganization Plan”). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine’s School Reorganization Law.
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

Great Northern School System (hereinafter "Great Northern"). Great Northern is an Alternate Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, 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 Board. Great Northern School System established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
East Millinocket	5
Medway	5
Woodville	3

The AOS school board shall use the one vote per member voting method. The members of the school board of each school administrative unit in the AOS shall be representative(s) to the AOS school board. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the school board of the Member School Unit. By June 30 of each year, the AOS school board shall choose by ballot from among its members a chair and secretary of the AOS school board for the ensuing year.

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:

East Millinocket School Department	K-4	9-12
Medway School Department	5-8	

6. Powers Authority and Duties. There shall be an AOS central office under the direction and control of the AOS school board. The AOS central office shall include without limitation a superintendent of schools, business manager and special education director, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State Law. The AOS school board shall be responsible for overseeing system administration, transportation administration, special education administration, professional development, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning

results of all of the Member School Units in the AOS. The AOS school board shall adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Unit

7. More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as described above, the powers, authority and responsibilities of the AOS school board shall include the following:
 - a. Oversee the operation of the AOS central office;
 - b. Annually develop and obtain legislative body approval for the AOS budget at an annual AOS budget meeting;
 - 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. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
 - f. Own or lease and oversee management of AOS central office property and equipment;
 - g. 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;
 - h. 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;
 - i. Oversee administration of federal, state and other grants not overseen by the school boards of the Member School Units;

- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
- m. Oversee and maintain a core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- n. Adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the AOS Member School Units;
- o. Oversee administration of the transportation systems for all schools within the AOS Member School Units and administration of bus purchases and debt repayment for the AOS Member School Units;
- p. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- q. Accept and oversee expenditure of gifts to the AOS central office;
- r. Oversee contracts and lease agreements relating to the AOS Central Office;
- s. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;
- t. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the Commissioner of Education, and by a majority vote of the AOS school board, and by a majority vote of the school board of each of the Member School Units;
- u. Authorize the superintendent of schools, subject to such limitations as the AOS school board 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 boards of the AOS and Member School Units in place of the Superintendent of Schools.

8. 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 board 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.
9. Budget Adoption Procedures. The AOS school board shall develop each year an annual 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 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 board. The AOS budget must be approved at the AOS budget meeting by a majority of the voters from AOS Member School Units voting as a single body, as opposed to a majority of the voters from each Member School Unit. Following the adoption of an annual AOS budget at the AOS budget meeting, the AOS school board shall notify the Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the legislative body of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School

Unit that is required to conduct a budget validation referendum is not approved at a budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at an AOS budget meeting. The budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit in accordance with the law applicable to a regional school unit. 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 budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

10. Cost Sharing of AOS Central Budget. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion of the following:

- a. East Millinocket shall be responsible for 55% of the AOS budget;
- b. Medway shall be responsible for 40% of the AOS budget;
- c. Woodville shall be responsible for 5% of the AOS budget;
- d. Process for amending the AOS budget cost sharing formula: The method of cost sharing of AOS central office costs may be amended upon approval by a majority vote of the AOS school board and approval by a majority vote of the school board of each Member School Unit.

11. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-B sub-4 the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-

MRSA 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. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education.

12. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units.
13. 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 board and the legislative body of the AOS shall have no authority to close a school within a Member School Unit.
14. 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.
15. 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. Prior to any such termination, the AOS school board 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 board 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 board 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.

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 board or by the school board(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. Withdrawal from Interlocal Agreement. Any Member School Unit shall have the authority to withdraw from the AOS effective at the beginning of any fiscal year provided that such withdrawal is approved at a public referendum conducted within the withdrawing Member School Unit held more than sixty days prior to the beginning of that fiscal year. 20A §1461-B(6)
18. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to: 1) submission of a School

Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit; 2) approval of that School Reorganization Plan by the Commissioner of Education; and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commission of Education now with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum by the voters of that Member School Unit and by the voters of Member School Units with a combined number of pupils on October 1, 2006 of at least 400 pupils. If the School Reorganization Plan is approved by the voters of Member School Units with a combined number of pupils on October 1, 2006 of at least 400 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to remove any Member School Unit that fails to vote in favor of the School Reorganization Plan.

19. Amendment of Interlocal Agreement. This Interlocal Agreement may be amended upon approval of an amendment by the Commissioner of Education, and by a majority of the AOS

board, and by a majority of the school board of each Member School Unit. Approved amendments to this Interlocal Agreement shall be submitted to the Commissioner of Education to be filed with the Secretary of State.

20. 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.

21. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall insure 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.

22. Joinder of Additional Member School Units. Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon a majority vote of the full membership of the AOS school board, approval by the school boards of each Member School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to

commencing the referendum approval process, the Member School Units and the school administrative unit proposing to join AOS shall negotiate an amendment to this Agreement to take effect upon full approval of joinder. Also, prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

AOS Interlocal Agreement Signature Page

Witness

Mark Wallace

East Millinocket School Department

Robert J. Feathers It's Chair

East Millinocket School Board

Date 5-3-11

Witness

John S. Moulton

Medway School Department

Louise M. Stant It's Chair

Medway School Board

Date 5/3/11

Witness

John S. Moulton

Woodville School Department

Stam Fleming It's Chair

Woodville School Board

Date 5/3/2011

Witness

Stephen Bowen

Approved Pursuant to
30 A.S. 2205

Stephen Bowen

Stephen Bowen
State of Maine
Commissioner of Education

Date 5-4-2011

**REGIONAL PLANNING COMMITTEE FOR AOS FORMATION
APRIL 27, 2011
12:00 P.M.**

Members Present:

Quenten K. Clark	Superintendent of Schools
John Macleod	East Millinocket School Board member
Amy Linscott	East Millinocket School Board member
James Federico	East Millinocket Board of Selectmen
Gregory Stanley	Medway School Board member
Steven Fleming	Woodville School Board Chairperson

The meeting started at 12:03 pm

I. Election of chairperson

A motion was made by James Federico and seconded by John MacLeod to elect Amy Linscott chairperson of the RPC committee.

Nominations ceased.

Discussion: None

Vote: 5 yes 0 no 0 abs

II. Review plan

Each article and the interlocal agreement were reviewed by the committee. The superintendent answered questions and made clarifications and changes as directed by the committee.

III. Size and make up of the AOS board

A motion was made by James Federico and seconded by John MacLeod to have a 13 member board, five members from East Millinocket, five from Medway and three from Woodville.

Discussion: None

Vote: 5 yes 0 no 0 abs

IV. Voting method

A motion was made by James Federico and seconded by John MacLeod to have one man one vote method of voting.

Discussion: None

Vote: 5 yes 0 no 0 abs

V. School Choice

A motion was made by Greg Stanley and seconded by Steve Fleming to approve school choice as written in the agreement.

Discussion: None

Vote: 5 yes 0 no 0 abs

VI. Existing debt etc. and disposition of property

A motion was made by James Federico and seconded by John MacLeod to accept existing debt etc. and disposition of property as written in the agreement.

Discussion: None

Vote: 5 yes 0 no 0 abs

VII. Transition plan

A motion was made by Greg Stanley and seconded by John MacLeod that the Union 113 budget approved by the voters be used as the initial budget for the AOS.

Discussion: None

Vote: 5 yes 0 no 0 abs

VIII. Sharing of subsidy

A motion was made by James Federico and seconded by John MacLeod to accept the plan as written on subsidy distribution.

Discussion: None

Vote: 5 yes 0 no 0 abs

IX. Name

A motion was made by Steve Fleming and seconded by James Federico to name the AOS - Great Northern AOS

Discussion: None

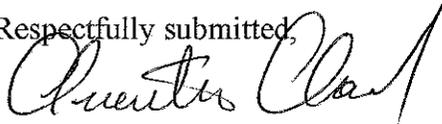
Vote: 5 yes 0 no 0 abs

X. Adjourn

A motion was made by James Federico and seconded by Steve Fleming to adjourn.

Vote: 5 yes Time adjourned: 12:55

Respectfully submitted,



Quenten K. Clark
Superintendent of Schools

EXHIBIT C Cost Sharing

Costs will be shared on a percentage basis

East Millinocket	55%
Medway	40%
Woodville	5%

These percentages may be amended from time to time by the method described in the Interlocal Agreement

Exhibit D

Personnel Charts

STAFFING ASSIGNMENTS

2010-2011

CPAL BYRICK ELEMENTARY	MEDWAY MIDDLE	SCHENCK HIGH SCHOOL	SUBSIDENT/TEACHER'S OFFICE - UNION 113
Kindergarten Julie Powers Lynn Nicholson Kerley Michaud Erica Page Grade One Emily Austin Angela Adams Grade Three Kari Young Donna Drosy Grade Four Lisa Gagnon Jennifer Reynolds Social Education Cynthia Clukey Bethany Kennedy Ed Techs Valerie Harris (II) Nicole Campbell (III) 1/2 ARRA LOC. ENT./1/2 REG Robin Federico (I) (Loc Ent) Sharon Gagnon (III) SP ED Vicki Harrington (I) (Loc Ent) Heather Kimes (III) Title I, ARRA Laurie Leavitt (II) Kathy Paund - Ed Tech II Deiane Rosebush (III) Dorothy Rosburgh (II) Title I - ARRA Rebecca Stanley (II) sp ed - LOC ENT/L Diane Telford (I) (ARRA Loc Ent) Kelly York (I) (sp ed - ARRA Local Entite)	Grade Five Laurie Robichaud Pauline Hanley Grade Six Patty McKinnon Lynn Markie Grade Seven Judy Danforth Donna Farrington Grade Eight Richard Davis (1/2) George Hanley Michelle Charrette (1/2) Grade 5 & 8 Math Barbara Miner - 3/4 (Title 1A) Rosa Deabay 1/4 (Title 1A) Special Education Mary Ouellette Barbara Mitchell Ed Techs Cynthia Brasslett (III) (Loc Ent) Julie Brown (II) Tammi Brown (I) Title 1A - ARRA Lorri Cyr (I) (Loc Ent) Sandra Deschaine (III) (1/2 - pd by Enst) Louise Fiske (III) ARRA Loc Ent. Donna Gallagher (I) Title 1A Belinda Hobbs (1/4) Title 1A John Montgomery 1/2 (III) (1/2 Ent) Roseanne Pasanen (I) ARRA Loc Ent. Mary Thompson (I) (Loc Ent) Assoc. Specialists Kelly Mason 1/2 Foreign Language Barbara Faloon (1/2) Social Worker Alfred VanDine (1/4) Guidance Ed Tech Angel Majkowski (II) Music/Fine Arts Eileen York (1/2) Mary Miller, (Chorus) Art Rosemary Popler (1/4 Reg, 1/4 ARRA Stab.) Physical Education Rosa Deabay (3/4) Library Ed Tech Belinda Hobbs (I) (1/2) Hot Lunch Program Kim York, 1/2 Lunch Ticket Seller Nancy Stanley - Head Cook Bonnie Bouchard - Cook TECH COORDINATOR Michelle Charrette (1/2)	Mathematics William Cousins Beatrice Simon Peter Faloon (1/2) Social Studies Paula Sprague (1/4) Beth Sawfelle Justin Page English Nancy Moscone Cathy Dickey Science Mindy MacKenzie Kim Gladden Peter Faloon (1/2) Computer Technology Richard Ruggieri Spanish/French Deanna House (1/2) Barbara Faloon (1/2) Physical Education Greg Friel Music Mary Miller (1/4) Eileen York (Band) Art Rosemary Popler (1/2) Special Education Peggy Cummings Sally Osborne Ed Techs Janet Cram (II) Mary Desantis (1/4) Sandra Deschaine (III) (1/2) John Montgomery 1/2 (III) (1/2 Ent) David Nicholson (II) Eilise Ridout (I) (Loc Ent) Lorie Pabody (Title 1A) Health Paula Sprague (1/4) Librarian Catharine Steeves Home Economics Paula Sprague (1/2) TECH COORDINATOR Barry Goddard (2/2) Hot Lunch Program Kim Lyons (1/2 bookkeeper) Karen Spasrin - Head Cook Shelly Lee - Cook Heidi Dickey - part-time cook Beverly Smart - part time cook	Quentin Clark, Superintendent Judy Davis, Business Manager Debra Coon, PR Clerk/Human Resources Mary DeSanlis, Part-time A.P. Clerk/Secr SPECIAL SERVICES - UNION 113 Jane Disselkamp, Interim Dir. Sp. Service Cynthia Thompson, Secretary (1/2) SHS PRINCIPAL'S OFFICE John Farrington, Principal Teresa James, Secretary Kim Lyons, Secretary (1/2) GUIDANCE Charis Lowell, Guidance Counselor Cynthia Thompson, Secretary (1/2) JMMS PRINCIPAL'S OFFICE Richard Davis, Principal Lauree Stanley, Secretary Kim York (Ed Tech I - 3 in/day) OMIS PRINCIPAL'S OFFICE Evelyn Beaulieu, Principal (3/4) Gina Moore, Secretary Union 113 - 1/4 CURRICULUM COORDINATOR Evelyn Beaulieu Nurse Catherine Hinse Custodians Chris Wyman, OMIS/SHS Amanda Campbell, OMIS Ken Osborne, SHS Justin Page, EIM Grounds Elwin Jacobs, MMIS Kaife Cole - part time custodian Bus Drivers Jane Boyer Conrad Austin Gerald Lurkin Robert Phillips & Region III run Gilles Martin SED Coordinator Roni Thompson

Exhibit E

Existing contracts between Millinocket, East Millinocket, Woodville and Medway.

These are included to demonstrate collaboration between the parties. There are also teachers and technology shared on an ad hoc basis between the Millinocket, East Millinocket and Medway schools.

CONTRACT FOR SCHOOL PRIVILEGES GRADES K-8

THIS AGREEMENT ("Agreement") entered into pursuant to 20-A. M.S.R.A., §2703 on this ____ day of _____, 2010 by and between the Medway School Board, of the Town of Medway, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("Medway") and the East Millinocket School Board, of the Town of East Millinocket, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("East Millinocket").

WHEREAS, the voters of the Town of Medway voted at a town meeting on June __, 2010 to authorize the Medway School Board, of the Town of Medway, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("Medway") to negotiate and enter into a contract service agreement with the East Millinocket School Board, of the Town of East Millinocket, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("East Millinocket") for East Millinocket and Medway resident students, as provided under Maine Statute Section 20-A, §2703.

WHEREAS, the voters of the Town of East Millinocket voted at a town meeting on _____, 2010 to authorize the East Millinocket School Board, of the Town of East Millinocket, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("East Millinocket") to negotiate and enter into a contract service agreement with the Medway School Board, of the Town of Medway, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("Medway") for East Millinocket and Medway resident students, as provided under Maine Statute Section 20-A, §2703.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, East Millinocket and Medway do hereby contract for educational services as follows:

Term. Students. East Millinocket agrees for a period of two (2) school years beginning on July 1, 2010 and ending on June 30, 2012 to enroll Medway resident students, Grades K-4, in its school system. Costs associated with staffing the Kindergarten program will be the responsibility of the East Millinocket School Department for the respective towns.

Medway agrees for a period of two (2) school year beginning on July 1, 2010 and ending on June 30, 2012 to enroll East Millinocket resident students, Grades 5-8, in its school system.

GRADES K-4

1. **Education program.** East Millinocket agrees to provide an educational program that meets all educational standards established by the State of Maine Department of Education. Services shall be provided on the same terms and to the same degree as those services are provided to East Millinocket students in those grades, except as is otherwise provided in this contract.
2. **Discipline.** Students shall be subject to the same disciplinary rules and procedures as govern East Millinocket students. Students shall be subject to disciplinary short term suspensions of up to ten (10) school days by East Millinocket administrators in accordance with state law to the same extent as are East Millinocket students and shall be subject to expulsion by the East Millinocket School Board in accordance with state law to the same extent as are East Millinocket students.
3. **Students with Disabilities.** Students who have been identified as disabled under state and federal special education laws shall have a right to a free appropriate public education in the least restrictive environment while attending East Millinocket schools. In accordance with state special education regulations §10.7 and 10.8 as they may be amended from time to time, representatives of either the Medway School Department or the East Millinocket School Department who are knowledgeable about the child, the meaning of the child's evaluation data, and the special education placement options shall have the right to call Pupil Evaluation Team ("PET") meetings when necessary for students with disabilities or students needing referral for consideration as special needs students. PET meetings shall be chaired by a representative of the Medway School Department who has written authority to obligate Medway fiscal resources, and who has the requisite knowledge about the child noted in the preceding sentence. When such a representative is unable to attend, the PET meeting may be chaired by a representative of the East Millinocket School Department, except that the PET meeting must be chaired by a Medway representative when the PET is considering an out-of-district placement or a program that entails extraordinary costs.

4. **Individualized Education Programs**. The Medway School Board shall remain responsible for oversight of the individualized education programs for all students with disabilities attending East Millinocket schools. Both school departments shall provide information regarding those students as will allow the respective school departments to fulfill effectively that responsibility.

5. **Special Education Costs**. The Medway School Department is responsible for the following as related to Special Education and 504 costs:
 - a. An additional charge for all allowable special education and supportive service costs for students with identified disabilities, at the maximum rate determined in accordance with state special education regulations §19.1 to 19.4, as may be amended from time to time.
 - b. An additional charge for any tutoring provided to students off school grounds when such tutoring is provided in accordance with state law, the charge to reflect the actual cost of the tutor and any fees that may be required for transportation of the tutor, except that Medway shall retain the right to establish its own tutors at its own cost when said services may be required under state law.
 - c. **Out of District Placements**. East Millinocket shall not be responsible for payment of any costs for placements and programs for non-resident students attending schools or institutions other than the East Millinocket schools.
 - d. **Access to records**. Medway shall be entitled to copy, review, and inspect the books and records with respect to all students of their respective including applied technology and special education students.

6. **New special education services**. This agreement shall not be interpreted to require East Millinocket to add new special education services beyond those otherwise required by state or federal law.

7. **Transportation**. All necessary transportation to and from East Millinocket for students attending East Millinocket, including transportation for children with disabilities, shall be provided and paid for solely by Medway and shall be as determined by the Medway School Department.

GRADES 5-8

1. **Education program.** Medway agrees to provide an educational program that meets all educational standards established by the State of Maine Department of Education. Services shall be provided on the same terms and to the same degree as those services are provided to Medway students in those grades, except as is otherwise provided in this contract.
2. **Discipline.** Students shall be subject to the same disciplinary rules and procedures as govern Medway students. Students shall be subject to disciplinary short term suspensions of up to ten (10) school days by Medway administrators in accordance with state law to the same extent as are Medway students and shall be subject to expulsion by the Medway School Board in accordance with state law to the same extent as are Medway students.
3. **Students with Disabilities.** Students who have been identified as disabled under state and federal special education laws shall have a right to a free appropriate public education in the least restrictive environment while attending Medway schools. In accordance with state special education regulations §10.7 and 10.8 as they may be amended from time to time, representatives of either the Medway School Department or the East Millinocket School Department who are knowledgeable about the child, the meaning of the child's evaluation data, and the special education placement options shall have the right to call Pupil Evaluation Team ("PET") meetings when necessary for students with disabilities or students needing referral for consideration as special needs students. PET meetings shall be chaired by a representative of the East Millinocket School Department who has written authority to obligate East Millinocket fiscal resources, and who has the requisite knowledge about the child noted in the preceding sentence. When

such a representative is unable to attend, the PET meeting may be chaired by a representative of the Medway School Department, except that the PET meeting must be chaired by a East Millinocket representative when the PET is considering an out-of district placement or a program that entails extraordinary costs.

4. **Individualized Education Programs**. The East Millinocket School Board shall remain responsible for oversight of the individualized education programs for all students with disabilities attending Medway schools. Both school departments shall provide information regarding those students as will allow the respective school departments to fulfill effectively that responsibility.

5. **Special Education Costs**. The East Millinocket School Department is responsible for the following as related to Special Education and 504 costs:
 - a. An additional charge for all allowable special education and supportive service costs for students with identified disabilities, at the maximum rate determined in accordance with state special education regulations §19.1 to 19.4, as may be amended from time to time.
 - b. An additional charge for any tutoring provided to students off school grounds when such tutoring is provided in accordance with state law, the charge to reflect the actual cost of the tutor and any fees that may be required for transportation of the tutor, except that East Millinocket shall retain the right to establish its own tutors at its own cost when said services may be required under state law.
 - c. **Out of District Placements**. Medway shall not be responsible for payment of any costs for placements and programs for non-resident students attending schools or institutions other than the Medway schools.
 - d. **Access to records**. East Millinocket shall be entitled to copy, review, and inspect the books and records with respect to all students of their respective including applied technology and special education students.

6. **New special education services**. This agreement shall not be interpreted to require Medway to add new special education services beyond those otherwise required by state or federal law.

7. **Transportation**. All necessary transportation to and from Medway

for students attending Medway, including transportation for children with disabilities, shall be provided and paid for solely by East Millinocket and shall be as determined by the East Millinocket School Department.

OTHER TERMS AND CONDITIONS

1. **General powers.** Nothing in this Agreement shall limit the authority of the East Millinocket and Medway School Boards and East Millinocket and Medway administrators to exercise all the powers granted to them by state law over students, except as expressly provided to the contrary in this Agreement.
2. **Governance.** The East Millinocket and Medway School Boards agree to allow for the implementation of two (2) advisory seats on their respective school boards.
3. **Successor contract.** East Millinocket and Medway shall notify one another in writing before July 1, 2011 if they do not desire to enter into a successor contract for school privileges upon the expiration of this contract.
4. **Effect and construction of this Agreement.** This Agreement embodies the entire Agreement and understanding of the parties and supersedes any and all prior agreement, arrangements, and understandings relating to matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to the Agreement will be effective unless evidenced by an instrument in writing signed by the parties. This Agreement may be executed in one or more counterparts and such counterparts will constitute one and the same instrument. The validity,

construction, interpretation, and performance of this Agreement will be governed by the laws of the State of Maine. This Agreement shall incorporate any and all amendments to state or federal laws or regulations that require modification of the terms thereof.

5. **Notice.** Any notice, demand, or request required or permitted to be given under the provision of this Agreement shall be in writing and shall be deemed to have been duly received on the date of personal delivery or three (3) days after the date of mailing if mailed by registered or certified mail, postage prepaid and return receipt requested, to the following addresses, or to such other address as any party may request by notifying in writing the other party to this Agreement.

To Medway: Superintendent of Schools
45 North Street Suite 2
East Millinocket, Maine 04430

To East Millinocket: Superintendent of Schools
45 North Street Suite 2
East Millinocket, Maine 04430

IN WITNESS WHEREOF, the Medway School Board and the East Millinocket School Board have caused this Agreement to be executed as of the day and year first above written, this Agreement having been previously ratified by majority vote of both school boards.

BOARD EAST MILLINOCKET SCHOOL

Witness

By: _____
Board Chairperson

WITNESS MEDWAY SCHOOL BOARD

Witness

By: _____
Board Chairperson

CONTRACT FOR SCHOOL PRIVILEGES
WOODVILLE/EAST MILLINOCKET
FOR THE PERIOD JULY 1, 2010 TO JUNE 20, 2012

THIS AGREEMENT ("Agreement") entered into pursuant to 20-A M.R.S.A., Chapter 115 as of the ____ day of June, 2010, by and between the Woodville School Board, of the Town of Woodville, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("Woodville") and the East Millinocket School Board, of the Town of East Millinocket, a Maine State Administrative Unit, located in the County of Penobscot, in the State of Maine ("East Millinocket").

WHEREAS, the voters of the Town of Woodville voted at a town meeting on June __, 2010 to authorize the Woodville School Board to contract for school privileges with the East Millinocket School Board; and

WHEREAS, the voters of the Town of East Millinocket voted at a town meeting on _____, 2010 to authorize the East Millinocket School Board to enter into a contract to accept tuition students from Woodville,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, East Millinocket and Woodville do hereby contract for educational services as follows:

1. **Term, students.** East Millinocket agrees for a period of two (2) school years beginning on July 1, 2010 and ending June 30, 2012 to enroll as tuition students in its school system all students, grades K – 4 and grades 9 – 12, who are entitled to attend school in Woodville and who wish to attend school in East Millinocket.

The above students shall be hereinafter collectively referred to as "Tuition Students".

2. **Student transfers, attendance at other schools.** Any Woodville student who has attended School Union 113 schools but does not wish to attend school in School Union 113 the following school year may, as of September 1 of that year, transfer and attend school in any public school unit in Maine which accepts tuition students; provided, however, that written notice of intent to do so must first be given to the Office of the Superintendent of Schools for School Union 113 by January 1 of the calendar year in which the transfer is to take place.

Woodville students who have not yet attended school in School Union 113 may similarly attend school in any public school unit in Maine which accepts tuition students, provided that written notice of intent to do so must first be given to the

Office of the Superintendent of Schools for School Union 113 at least thirty (30) days before the effective date of enrollment.

3. **Education program.** East Millinocket agrees to provide all Tuition Students with an education program that meets all educational standards established by the State of Maine Department of Education. Services shall be provided on the same terms and to the same degree as those services are provided to East Millinocket students in those grades, except as it otherwise provided in this contract.
4. **Discipline.** Tuition Students shall be subject to the same disciplinary rules and procedures as govern East Millinocket students. Tuition Students shall be subject to disciplinary short term suspensions of up to ten (10) school days by East Millinocket administrators in accordance with state law to the same extent as are East Millinocket students and shall be subject to expulsion by the East Millinocket School Board in accordance with state law to the same extent as are East Millinocket students. A Woodville Board member or delegate will serve in an advisory capacity in any expulsion hearing regarding a Woodville student.
5. **Students with Disabilities.** Tuition Students who have been identified as disabled under state and federal special education laws shall have a right to a free appropriate public education in the least restrictive environment while attending East Millinocket schools. In accordance with state special education regulations §9.11 and 9.12 as they may be amended from time to time, representatives of either the Woodville School Department or the East Millinocket School Department who are knowledgeable about the child, the meaning of the child's evaluation data, and the special education placement options shall have the right to call Pupil Evaluation Team ("PET") meetings when necessary for student with disabilities or students needing referral for consideration as special needs students. PET meetings shall be chaired by a representative of the Woodville School Department who has written authority to obligate Woodville fiscal resources, and who has the requisite knowledge about the child noted in the preceding sentence. When such a representative is unable to attend, the PET meeting may be chaired by a representative of the East Millinocket School Department, except that the PET meeting must be chaired by a Woodville representative when the PET is considering an out-of-district placement.
6. **Individualized Education Programs.** The Woodville School Board shall remain responsible for oversight of the individualized education programs for all Tuition Students with disabilities attending East Millinocket schools, and East Millinocket shall provide Woodville with such information regarding those students as will allow Woodville to fulfill effectively that responsibility.
7. **Tuition.**

- A. **Regular program tuition.** Woodville shall pay East Millinocket tuition for each Tuition Student enrolled in the regular educational program, at the maximum rate allowed by the terms of 20-A M.R.S.A. §5801-5814, as may be amended from time to time.
- B. **Applied technology program tuition.** Tuition for students enrolled in applied technology educational programs in East Millinocket shall be computed at the maximum rate allowed by the terms of 20-M.R.S.A. §5809, as may be amended from time to time.
- C. **Special education tuition.** In addition to the regular program tuition rates set forth above, Woodville shall also pay for the following:
1. An additional tuition charge for all allowable special education and supportive service costs for Woodville students with identified disabilities, at the maximum rate determined in accordance with state special education regulations 17.1 to 17.4, as may be amended from time to time.
 2. An additional charge for any tutoring provided to Woodville students off school grounds when such tutoring is provided in accordance with state law, the charge to reflect the actual cost of the tutor and any fees that may be required for transportation of the tutor to Woodville, except that Woodville shall retain the right to establish its own tutors at its own cost in Woodville when said services may be required under state law.
- D. **Attendance outside East Millinocket.** East Millinocket shall not be responsible for payment of any costs for placements and programs for Woodville students attending school or institutions other than the East Millinocket schools.
- E. **Access to records.** Woodville shall be entitled to copy, review, and inspect the books and records of East Millinocket with respect to all Woodville students including applied technology and special education students.
8. **New special education services.** This Agreement shall not be interpreted to require East Millinocket to add new special education services beyond those otherwise required by state or federal law.
9. **Transportation.** All necessary transportation to and from East Millinocket for Tuition Students attending East Millinocket, including transportation for children with disabilities, shall be provided and paid for solely by Woodville and shall be as determined by the Woodville School Department.

10. **Tuition payments.** Tuition amounts set forth in Paragraph 7 shall be paid by Woodville to East Millinocket in ten (10) monthly payments due on the 15th day of each month, beginning in September of each school year and ending in June. Any other fees and costs set forth in Paragraph 7 shall be paid monthly as they are incurred and billed.
11. **General powers.** Nothing in this Agreement shall limit the authority of the East Millinocket School Board and East Millinocket administrators to exercise all the powers granted to them by state law over Tuition Students, except as expressly provided to the contrary in this Agreement.
12. **Successor contract.** Woodville shall notify East Millinocket in writing before July 1, 2009 if it does not desire to enter into a successor contract for school privileges upon the expiration of this contract. If such notice is given, representatives of the parties shall promptly meet to discuss the terms of a successor agreement.
13. **Effect and construction of this Agreement.** This Agreement embodies the entire Agreement and understanding of the parties and supersedes any and all prior agreements, arrangements, and understanding relating to matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to the Agreement will be effective unless evidenced by an instrument in writing signed by the parties. This Agreement may be executed in one or more counterparts and such counterparts will constitute one and the same instrument. The validity, construction, interpretation, and performance of this Agreement will be governed by the laws of the State of Maine. This Agreement shall incorporate any and all amendments to state or federal laws or regulations that require modification of the terms thereof.
14. **Notice.** Any notice, demand, or request required or permitted to be given under the provision of this Agreement shall be in writing and shall be deemed to have been duly received on the date of personal delivery of three (3) days after the date of mailing if mailed by registered or certified mail, postage prepaid and return receipt requested, to the following addresses, or to such other address as any party may request by notifying in writing the other party to this Agreement.

To Woodville:

Superintendent of Schools
45 North Street Suite 2
East Millinocket, ME 04430

To East Millinocket:

Superintendent of Schools
45 North Street Suite 2
East Millinocket, ME 04430

IN WITNESS WHEREOF, the Woodville School Board and the East Millinocket School Board have caused this Agreement to be executed as of the day and year first above

written, this Agreement having been previously ratified by majority vote of both school boards.

WOODVILLE SCHOOL BOARD

By: _____
Board Chairperson

Witness

EAST MILLINOCKET SCHOOL BOARD

By: _____
Board Chairperson

Witness

MILLINOCKET TRANSPORTATION
Agreement to Purchase Services
2010-2011

THIS AGREEMENT, made this ____ day of ____, 2010, is by and between the Millinocket School Department, P.O. Box 30 Millinocket, Maine 04462 and Medway School Department, located at 45 North Street, Suite 2, East Millinocket, ME 04430, telephone number 746-3500, for the period of July 1, 2010 to June 30, 2011. This is a One (1) year contract.

The Employer Identification Number of the Provider is 01-6000265.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Millinocket School Board, the Medway School Department hereby agrees with the Millinocket School Board to furnish all qualified personnel, facilities, materials and services and in consultation with the Millinocket School Board, to perform the services described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A – Specifications of Work to be Performed
- Rider B – Payment and Other Provisions

Total Agreement Amount: \$12,065.37 for the 2010-2011 school year

IN WITNESS WHEREOF, the Millinocket School Department and the Medway School Department, by their representatives duly authorized, have executed this agreement.

Millinocket School Board

Date

By:

Chairperson

and

Medway School Board

Date

By:

Chairperson

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

The Medway School Department agrees to provide daily transportation services for Schenck High School and Stearns High School. Service will be provided on approved school buses owned and operated by the Medway School Department with transportation from Schenck High School to and from Northern Penobscot Region III in Lincoln, Maine Maine.

Daily transportation services include one morning pick-up of students from Schenck High School and delivery back to Schenck High School at the end of the school day. Cost of this run is being shared by the Woodville School Department, East Millinocket School Department, Millinocket School Department and Medway School Department. The ratio of cost per town has been predetermined according to information presented at Cooperative Board meeting on January 26, 2010.

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** \$12,065.37 FOR THE 2010-11 School Year
2. **INVOICES AND PAYMENTS:** The Town of Millinocket will pay the provider as follows:

On receipt of quarterly invoices equal to one-fourth of the contracted amount.
3. Payments are subject to the Medway School Department's compliance with all items set forth in this Agreement. The Town of Millinocket will process approved payments within 30 days.
4. **BENEFITS AND DEDUCTIONS:** The Medway School Department understands and agrees that they will pay all benefits and deductions for the employed bus drivers.
5. **INDEPENDENT CAPACITY:** In the performance of this Agreement, the parties hereto agree that the Medway School Department, and any agents and employees of the school shall act in the capacity of an independent contractor.
6. **SUB-AGREEMENTS:** Unless provided for in this Agreement, no arrangement shall be made by the Medway School Department with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Medway School Department and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Medway School Department shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to an written consent of the Agreement Administrator. No

subcontracts or transfer of agreement shall in any case release the Medway School Department of its liability under this Agreement.

WOODVILLE TRANSPORTATION
Agreement to Purchase Services
2010-2011

THIS AGREEMENT, made this ____ day of ____, 2010, is by and between the Woodville School Department and Medway School Department, located at 45 North Street, Suite 2, East Millinocket, ME 04430, telephone number 746-3500, for the period of July 1, 2010 to June 30, 2011. This is a One (1) year contract.

The Employer Identification Number of the Provider is 01-6000265.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Woodville School Board, the Medway School Department hereby agrees with the Woodville School Board to furnish all qualified personnel, facilities, materials and services and in consultation with the Woodville School Board, to perform the services described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A – Specifications of Work to be Performed
- Rider B – Payment and Other Provisions

Total Agreement Amount: \$928.11 for the 2010-2011 school year

IN WITNESS WHEREOF, the Woodville School Department and the Medway School Department, by their representatives duly authorized, have executed this agreement.

Woodville School Board

_____ By: _____
Date Chairperson

and

Medway School Board

_____ By: _____
Date Chairperson

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

The Medway School Department agrees to provide daily transportation services for Schenck High School and Stearns High School. Service will be provided on approved school buses owned and operated by the Medway School Department with transportation from Schenck High School to and from Northern Penobscot Region III in Lincoln, Maine Maine.

Daily transportation services include one morning pick-up of students from Schenck High School and delivery back to Schenck High School at the end of the school day. Cost of this run is being shared by the Woodville School Department, East Millinocket School Department, Millinocket School Department and Medway School Department. The ratio of cost per town has been predetermined according to information presented at Cooperative Board meeting on January 26, 2010.

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** \$928.11 FOR THE 2010-11 School Year
2. **INVOICES AND PAYMENTS:** The Town of Woodville will pay the provider as follows:

On receipt of quarterly invoices equal to one-fourth of the contracted amount.
3. Payments are subject to the Medway School Department's compliance with all items set forth in this Agreement. The Town of Woodville will process approved payments within 30 days.
4. **BENEFITS AND DEDUCTIONS:** The Medway School Department understands and agrees that they will pay all benefits and deductions for the employed bus drivers.
5. **INDEPENDENT CAPACITY:** In the performance of this Agreement, the parties hereto agree that the Medway School Department, and any agents and employees of the school shall act in the capacity of an independent contractor.
6. **SUB-AGREEMENTS:** Unless provided for in this Agreement, no arrangement shall be made by the Medway School Department with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Medway School Department and its employees assigned for services thereunder.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Medway School Department shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to an written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Medway School Department of its liability under this Agreement.

EAST MILLINOCKET TRANSPORTATION
Agreement to Purchase Services
2010-2011

THIS AGREEMENT, made this ____ day of ____, 2010, is by and between the East Millinocket School Department and Medway School Department, located at 45 North Street, Suite 2, East Millinocket, ME 04430, telephone number 746-3500, for the period of July 1, 2010 to June 30, 2011. This is a One (1) year contract.

The Employer Identification Number of the Provider is 01-6000265.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by East Millinocket School Board, the Medway School Department hereby agrees with the East Millinocket School Board to furnish all qualified personnel, facilities, materials and services and in consultation with the East Millinocket School Board, to perform the services described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A – Specifications of Work to be Performed
Rider B – Payment and Other Provisions

Total Agreement Amount: \$5,657.02 for the 2010-2011 school year

IN WITNESS WHEREOF, the East Millinocket School Department and the Medway School Department, by their representatives duly authorized, have executed this agreement.

East Millinocket School Board

Date

By:

Chairperson

and

Medway School Board

Date

By:

Chairperson

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

The Medway School Department agrees to provide daily transportation services for Schenck High School and Stearns High School students. Service will be provided on approved school buses owned and operated by the Medway School Department with transportation from Schenck High School to and from Northern Penobscot Region III in Lincoln, Maine.

Daily transportation services include one morning pick-up of students from Schenck High School and delivery back to Schenck High School at the end of the school day. Cost of this run is being shared by the Woodville School Department, East Millinocket School Department, Millinocket School Department and Medway School Department. The ratio of cost per town has been predetermined according to information presented at Cooperative Board meeting on January 26, 2010.

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** \$5,657.02 FOR THE 2010-11 School Year
2. **INVOICES AND PAYMENTS:** The Town of East Millinocket will pay the provider as follows:

On receipt of quarterly invoices equal to one-fourth of the contracted amount.
3. Payments are subject to the Medway School Department's compliance with all items set forth in this Agreement. The Town of East Millinocket will process approved payments within 30 days.
4. **BENEFITS AND DEDUCTIONS:** The Medway School Department understands and agrees that they will pay all benefits and deductions for the employed bus drivers.
5. **INDEPENDENT CAPACITY:** In the performance of this Agreement, the parties hereto agree that the Medway School Department, and any agents and employees of the school shall act in the capacity of an independent contractor.
6. **SUB-AGREEMENTS:** Unless provided for in this Agreement, no arrangement shall be made by the Medway School Department with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Medway School Department and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Medway School Department shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without

written request to an written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Medway School Department of its liability under this Agreement.

**CONTRACT FOR SCHOOL PRIVILEGES
MEDWAY/EAST GRADES 9-12**

THIS AGREEMENT ("Agreement") entered into pursuant to 20-A M.R.S.A., Chapter 115 as of the _____ day of June 2010, by and between the Medway School Board, of the Town of Medway, a Maine School Administrative Unit, located in the County of Penobscot, in the State of Maine ("Medway") and the East Millinocket School Board, of the Town of East Millinocket, a Maine State Administrative Unit, located in the County of Penobscot, in the State of Maine ("East Millinocket").

WHEREAS, the voters of the Town of Medway voted at a town meeting on June __, 2010 to authorize the Medway School Board to contract for school privileges with the East Millinocket School Board; and

WHEREAS, the voters of the Town of East Millinocket voted at a town meeting on _____, 2010 to authorize the East Millinocket School Board to enter into a contract to accept tuition students from Medway,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, East Millinocket and Medway do hereby contract for educational services as follows:

1. **Term, students.** East Millinocket agrees for a period of two (2) school years beginning on July 1, 2010 and ending June 30, 2012 to enroll as tuition students in its school system all students, grades 9 – 12, who are entitled to attend school in Medway.

The above students shall be hereinafter collectively referred to as "Tuition Students".

2. **Education program.** East Millinocket agrees to provide all Tuition Students with an education program that meets all educational standards established by the State of Maine Department of Education. Services shall be provided on the same terms and to the same degree as those services are provided to East Millinocket students in those grades, except as it otherwise provided in this contract.
3. **Discipline.** Tuition Students shall be subject to the same disciplinary rules and procedures as govern East Millinocket students. Tuition Students shall be subject to disciplinary short term suspensions of up to ten (10) school days by East Millinocket administrators in accordance with state law to the same extent as are East Millinocket students and shall be subject to expulsion by the East Millinocket School Board in accordance with state law to the same extent as are East Millinocket students.

4. **Students with Disabilities.** Tuition Students who have been identified as disabled under state and federal special education laws shall have a right to a free appropriate public education in the least restrictive environment while attending East Millinocket schools. In accordance with state special education regulations §9.11 and 9.12 as they may be amended from time to time, representatives of either the Medway School Department or the East Millinocket School Department who are knowledgeable about the child, the meaning of the child's evaluation data, and the special education placement options shall have the right to call Pupil Evaluation Team ("PET") meetings when necessary for student with disabilities or students needing referral for consideration as special needs students. PET meetings shall be chaired by a representative of the Medway School Department who has written authority to obligate Medway fiscal resources, and who has the requisite knowledge about the child noted in the preceding sentence. When such a representative is unable to attend, the PET meeting may be chaired by a representative of the East Millinocket School Department, except that the PET meeting must be chaired by a Medway representative when the PET is considering an out-of-district placement.
5. **Individualized Education Programs.** The Medway School Board shall remain responsible for oversight of the individualized education programs for all Tuition Students with disabilities attending East Millinocket schools, and East Millinocket shall provide Medway with such information regarding those students as will allow Medway to fulfill effectively that responsibility.
6. **Tuition.**
 - A. **Regular program tuition.** Medway shall pay East Millinocket tuition for each Tuition Student enrolled in the regular educational program, at the maximum rate allowed by the terms of 20-A M.R.S.A. §5801-5814, as may be amended from time to time.
 - B. **Applied technology program tuition.** Tuition for students enrolled in applied technology educational programs in East Millinocket shall be computed at the maximum rate allowed by the terms of 20-M.R.S.A. §5809, as may be amended from time to time.
 - C. **Special education tuition.** In addition to the regular program tuition rates set forth above, Medway shall also pay for the following:
 1. An additional tuition charge for all allowable special education and supportive service costs for Medway students with identified disabilities, at the maximum

rate determined in accordance with state special education regulations 17.1 to 17.4, as may be amended from time to time.

2. An additional charge for any tutoring provided to Medway students off school grounds when such tutoring is provided in accordance with state law, the charge to reflect the actual cost of the tutor and any fees that may be required for transportation of the tutor to Medway, except that Medway shall retain the right to establish its own tutors at its own cost in Medway when said services may be required under state law.

D. Attendance outside East Millinocket. East Millinocket shall not be responsible for payment of any costs for placements and programs for Medway students attending school or institutions other than the East Millinocket schools.

E. Access to records. Medway shall be entitled to copy, review, and inspect the books and records of East Millinocket with respect to all Medway students including applied technology and special education students.

7. **New special education services.** This Agreement shall not be interpreted to require East Millinocket to add new special education services beyond those otherwise required by state or federal law.
8. **Transportation.** All necessary transportation to and from East Millinocket for Tuition Students attending East Millinocket, including transportation for children with disabilities, shall be provided and paid for solely by Medway and shall be as determined by the Medway School Department.
9. **Tuition payments.** Tuition amounts set forth in Paragraph 7 shall be paid by Medway to East Millinocket in ten (10) equal monthly payments due on the 15th day of each month, beginning in September of each school year and ending in June. Any other fees and costs set forth in Paragraph 7 shall be paid monthly as they are incurred and billed.
10. **General powers.** Nothing in this Agreement shall limit the authority of the East Millinocket School Board and East Millinocket administrators to exercise all the powers granted to them by state law over Tuition Students, except as expressly provided to the contrary in this Agreement.
11. **Successor contract.** Medway shall notify East Millinocket in writing before July 1, 2011 if it desires to enter into a successor contract for school privileges upon the

expiration of this contract. If such notice is given, representatives of the parties shall promptly meet to discuss the terms of a successor agreement.

12. Effect and construction of this Agreement. This Agreement embodies the entire Agreement and understanding of the parties and supersedes any and all prior agreements, arrangements, and understanding relating to matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to the Agreement will be effective unless evidenced by an instrument in writing signed by the parties. This Agreement may be executed in one or more counterparts and such counterparts will constitute one and the same instrument. The validity, construction, interpretation, and performance of this Agreement will be governed by the laws of the State of Maine. This Agreement shall incorporate any and all amendments to state or federal laws or regulations that require modification of the terms thereof.

13. Notice. Any notice, demand, or request required or permitted to be given under the provision of this Agreement shall be in writing and shall be deemed to have been duly received on the date of personal delivery of three (3) days after the date of mailing if mailed by registered or certified mail, postage prepaid and return receipt requested, to the following addresses, or to such other address as any party may request by notifying in writing the other party to this Agreement.

To Medway:

Superintendent of Schools
45 North Street Suite 2
East Millinocket, ME 04430

To East Millinocket:

Superintendent of Schools
45 North Street Suite 2
East Millinocket, ME 04430

IN WITNESS WHEREOF, the Medway School Board and the East Millinocket School Board have caused this Agreement to be executed as of the day and year first above written, this Agreement having been previously ratified by majority vote of both school boards.

MEDWAY SCHOOL BOARD

Witness

By: _____
Board Chairperson

EAST MILLINOCKET SCHOOL BOARD

Witness

By: _____
Board Chairperson

EAST MILLINOCKET SCHOOL DEPARTMENT
45 NORTH STREET
EAST MILLINOCKET, ME 04430

May 3, 2011

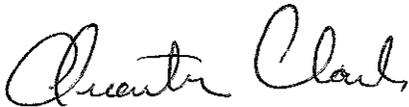
Jennifer G. Pooler
Maine Department of Education
23 State House Station
Augusta, ME 04333-0023

Jennifer,

I have made the corrections to the AOS plan referenced in your email of April 29, 2011.

If you are receiving this both the submittal page and the Interlocal Agreement will have the appropriate signatures. The boards will also have voted to submit this to the Commissioner for his signature.

Thank you and your team for your help with this. We are expecting to be operational by July 1, 2011.



Quenten Clark
Superintendent



Paul R. LePage
GOVERNOR

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

Stephen L. Bowen
COMMISSIONER

April 12, 2011

Quenten Clark, Superintendent
School Union 113
45 North Street, Suite 2
Millinocket, ME 04430

Dear Superintendent Clark:

Thank you for the Notices of Intent, Unique and Particular Circumstances documentation and letter from board members of the East Millinocket, Medway, and Woodville School Departments pledging to cooperate and collaborate with neighboring school units.

I appreciate the efforts East Millinocket, Medway and Woodville have made to date. After reviewing the supporting documentation submitted with your Notices of Intent, I have determined that the requested action does comply with the requirements and intent of the reorganization law, pursuant to P.L. 2007, Chapter 240, Part XXXX and 20-A MRSA §1461 (3)(C)(2).

Please submit your Reorganization Plan for an Alternative Organizational Structure, Reorganization Plan for an Alternative Organizational Structure Submittal Sheet and Reorganization Plan for an Alternative Organizational Structure Cover, and Interlocal Agreement to Jennifer Pooler at your earliest convenience.

You may want to review these recently approved Reorganization Plans for Alternative Organizational Structures, AOS 43, AOS 47, and AOS 48, specifically, as you develop your plan. They can be found on the reorganization website at <http://www.maine.gov/education/reorg/plansandresponses.html>. Also, please use the recently released 2010 Federal Decennial Census Data when calculating AOS board apportionment and voting method, it can be found at <http://www.maine.gov/education/reorg/votemethod.html>.

Once the Reorganization Plan for an Alternative Organizational Structure and Interlocal Agreement are found to be consistent with the Policy Objectives and Parameters set forth in the reorganization law, including all required plan elements, and

OFFICES LOCATED AT THE BURTON M. CROSS STATE OFFICE BUILDING
PHONE: (207) 624-6600

FAX: (207) 624-6700

AN EQUAL OPPORTUNITY EMPLOYER
TTY: 1-888-577-6690