

REC'D MAR 31 2010

REORGANIZATION PLAN  
ALTERNATIVE ORGANIZATION STRUCTURE (AOS)

AOS NAME:

MID-COUNTY SCHOOL SYSTEM  
(MCSS)

AOS SCHOOL SYSTEM 6

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

M.S.A.D. 20, M.S.A.D. 42, Bridgewater School Department (hereinafter collectively referred to as "Member School Units").

Contact Information:

Marc Gendron, Superintendent (M.S.A.D. #20, Fort Fairfield) 473-4455  
Roger Shaw, Superintendent (M.S.A.D. #42, Mars Hill) 425-3771  
Dr. Gehrig Johnson, Superintendent (Bridgewater School Department) 764-4101

Date Submitted by SAUs: March 31, 2010

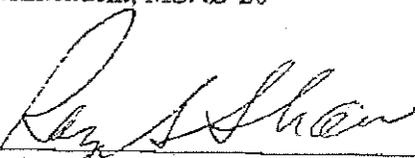
Proposed operational date: July 1, 2010

  
\_\_\_\_\_  
Superintendent, Bridgewater School Department

3/30/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent, MSAD 20

3/30/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent, MSAD 42

3/30/10  
\_\_\_\_\_  
Date

# 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	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

## Parameters for Plan Development

Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	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 fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Collaborative Agreements</b>								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? <i>(not required, but encouraged)</i>							X	<input type="checkbox"/>

**Exceptions to 2,500 minimum**

**Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1,035**

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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?

**3. A (1) The Units of School Administration to be included in the Proposed Mid-County School System (MCSS):**

M.S.A.D. No. 20  
M.S.A.D. No. 42  
Bridgewater School Department

**3. A (2) The Size, Composition and Apportionment of the Governing Body:**

The Mid-County School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives of the School Boards of each of the member units, the Board of Directors of Maine School Administrative District No. 20 (Fort Fairfield), Maine School Administrative District No. 42 (Mars Hill), and Bridgewater School Department.

The School Board of each Member School Unit located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Bridgewater School Department	3
M.S.A.D. No. 20	5
M.S.A.D. No. 42	<u>8</u>
	16

**3. A (3) The Method of Voting of the Governing Body:**

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

<b>Member School Unit/Municipality</b>	<b>Population</b>	<b>% of Total Population of AOS</b>	<b>Number of AOS School Board Members</b>	<b>Votes Per AOS School Board Member</b>
Bridgewater School Dept.	578	9.2%	3	31(3)
M.S.A.D. No. 20	3450	55.2%	5	110 (5)*
M.S.A.D. No. 42	2224	35.6%	8	45 (8)
<b>Total:</b>	6252	100%	16	1003

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

**3. A (4)The Composition, Powers and Duties of Local School Boards:**

The composition, powers and duties of the school boards of the Member School Units will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

**3. A (5)The Disposition of Real and Personal School Property:**

All real and personal school property of the Member School Units will remain with them.

**3. A (6)The Disposition of Existing School Indebtedness and Lease/Purchase Agreements**

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

**3. A (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 Mid-County School System (MCSS) effective July1, 2010. All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

Contracts to be transferred:

CURRENT

MSAD #20 Superintendent  
MSAD #20 Central Office Personnel (2)  
  
MSAD #20 Special Ed Director  
MSAD #20 Special Ed Secretary  
MSAD #20 Transportation Director  
MSAD #42 Superintendent  
MSAD #42 Central Office Secretary  
MSAD #42 Special Ed Director  
MSAD #42 Special Ed Secretary  
MSAD #42 Central Office Personnel  
Bridgewater School Dept. Superintendent

MCSS

Superintendent  
Assistant Superintendent/Transportation  
Director  
  
Special Ed Director  
Assistant Special Ed Director  
Central Office Secretary  
Special Ed Secretary (2)  
Central Office Personnel (2)

**3. A (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.

**3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:**

The AOS School District Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of the Member School Units.

The Mid-County School System School Board shall be appointed and shall develop the budget for the Mid-County School System for FY 2010 – 11. The Mid-County School System budget for FY 2010 -11 shall be adopted at an AOS budget meeting in accordance with the budget meeting procedure applicable to regional school units as provided in the Interlocal Agreement. The Mid-County School System shall employ the Mid-County School System Superintendent and make all necessary decisions in order for the Mid-County School System to become operational. The current personnel policies of MSAD # 20 shall serve as the interim policies for the Mid-County School System.

**3. A (10) All Reorganization Planning Committee Meetings Are Public:**

The Reorganization Planning Committee met on 09/02/2009, 12/7/2009 and 01/11/2010 to review the Plan. The agenda and minutes of these meetings are attached to this Plan as Exhibit C. A public hearing will be held in each of the 3 school units in the proposed Mid-County School System to explain the Reorganization Plan prior to the referendum vote.

**3. A (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 School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of all three Member School Units, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If any of the Member School Units fail to approve the Plan, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

**3.A (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:**

The latest state data (08-09) for systems administration is:

System Administration Cost	
Bridgewater	\$ 94,121
M.S.A.D. 42	\$245,808
M.S.A.D. 20	\$225,542
Total	\$565,471

Cost savings will be \$48,000 in the first year, \$102,000 in the second year, and \$57,300 in the third year. A full explanation of how these savings will be achieved is attached as Exhibit B.

Year 1 - \$48,000  
Year 2 - \$102,600  
Year 3 - \$57,300

**3. A (13) Other Matters Determined to be Necessary;**

13-A). K-12 Core Curriculum: The Mid-County School System will be responsible for adopting and maintaining a Pre-K-12 core curriculum (aligned to the Maine Learning Results) for Member School Units and for implementing the use of system wide assessment tools to measure student achievement and progress.

13-B). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

13-C). Less than 1,200 Students:

Written demonstration was filed with notice of intent.

13-D). Plan for Consistent Collective Bargaining Agreements:

The personnel and collective bargaining agreements in place within the Member School Units are:

<u>Contract End Dates</u>	<u>M.S.A.D. #20</u>	<u>M.S.A.D. #42</u>
* Special Ed Director & Secretary	2010	2010
Other School Level Administrators	2010	2011
* Superintendent	2011	2013
* Central Office Staff	2010	N/A
Secretaries	2010	N/A
Custodians / Bus Drivers	2011	N/A
Teachers/Social Workers/Nurse	2010	2011 (Teachers only)
Ed Techs	2011	N/A
Asst. Technology (1 position)	2011	N/A
Trade Instructors (1 position)	2011	N/A
School Lunch	2010	N/A

\* Contracts that will be negotiated and approved by AOS Board

The AOS School System will form a negotiating team to begin the process of developing consistent support staff, teacher contracts and any other contracts involved in the new unit.

The first step in the process will be to bargain individual contracts that expire in 09-10. During the 2009/2010 school year negotiators should begin to bargain consistent collective bargaining agreements.

The implementation of this plan for consistent bargaining agreement is subject to collective bargaining with the bargaining units within the Member School Units of the AOS School System.

13-E). Plan for Consistent School Policies and School Calendars. After July 1, 2010 the MCSS school board, working in conjunction with the school boards of the Member School Units, will adopt a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012.

13-F). State Subsidy. In accordance with 20-A M.R.S.A. §1461-A, sub-§4, the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The member entities shall provide any separate discreet data that is necessary for the DOE to perform these calculations.

13-G). Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS budget on the following basis: the Bridgewater School Department shall pay a flat fee of \$15,000 per year with M.S.A.D. No. 20 and M.S.A.D. No. 42 sharing the balance of the AOS costs in proportion to their respective average number of resident subsidizable pupils on October 1 of the three preceding calendar years. The method of cost sharing of the AOS budget may be amended upon approval by a majority vote of the AOS Board.

13-H). Tuition Contracts and School Choice. The Bridgewater School Department has a contract with M.S.A.D. No. 42 for tuition and transportation of all of its students to M.S.A.D. No. 42 schools. This contract will not be affected by the formation of the AOS nor will the available school choice for those students.

13-I). Incorporation of Interlocal Agreement:

The Interlocal Agreement for the creation of the Mid-County School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.

13-J). Any amendments to the Interlocal Agreement approved in accordance with the terms of that agreement will be sent to the Commissioner of Education to be filed with the Secretary of State.

13-K). The Mid-County AOS in the first year of operation during the school year immediately following reorganization for system administration will have the following positions; Superintendent, Assistant Superintendent/Transportation, Director Special Ed Director, Assistant Special Ed Director, Central Office Secretary, Special Ed Secretaries (2) and Central Office Personnel (2). This reorganized systems administration group will have a positive impact on the instructional programs of all Mid-County AOS schools. The opportunity to more easily share expertise and capture the strengths and weaknesses of the three former schools units will be positive. The money saved by forming the AOS will also will give all schools greater financial flexibility in the future.

EXHIBIT A

MID-COUNTY SCHOOL SYSTEM  
(MCSS)

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

Agreement made as of March 24, 2010 between Maine School Administrative District No. 20 ("M.S.A.D. #20"), a Maine school administrative district with a mailing address of 28 High School Dr. Suite B, Fort Fairfield, ME 04742; Maine School Administrative District No 42 ("M.S.A.D. #42"), a Regional School Unit with a mailing address of P.O. Box 1006, Mars Hill, ME 04758, and Bridgewater School Department with a mailing address of P.O. Box 1118, Presque Isle, ME 04769, (hereinafter the "Member School Units")

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-A 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, professional development 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 a plan for consistent collective bargaining agreements; and

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

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

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

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 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 Mid-County School System (hereinafter "MCSS"). MCSS 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-A, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Board. MCSS 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>
Bridgewater School Department	3
M.S.A.D. #20	5
M.S.A.D. #42	8
	16

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

<b>Member School Unit/Municipality</b>	<b>Population</b>	<b>% of Total Population of AOS</b>	<b>Number of AOS School Board Members</b>	<b>Votes Per AOS School Board Member</b>
Bridgewater School Dept.	578	9.2%	3	31 (3)
M.S.A.D. No. 20	3450	55.2 %	5	110 (5)*
M.S.A.D. No. 42	2224	35.6 %	8	45 (8)
<b>Total:</b>	6252	100%	16	1003

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

The school board of each Member School Unit in the AOS shall choose from its membership the representative(s) to the AOS school board to which that Member School Unit is entitled. 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 appointing school board. Any vacancy on the AOS school board shall be filled by the appointing school board.-. In June each year, the AOS school board shall chose 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:

<b>Member School Unit</b>	<b>Grades</b>
M.S.A.D. No. 20	Operates grades Pre-K through 12
M.S.A.D. No. 42	Operates grades Pre-K through 12
Bridgewater School Dept.	Tuitions all Pre-K through 12 Students

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, 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 for 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 Units. The AOS school board shall adopt a plan for consistent collective bargaining agreements within the AOS.

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 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. Adopt a plan for consistent collective bargaining agreements in conjunction with the school boards of the AOS Member School Units;
- n. Oversee and maintain a consistent Pre-K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. 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;
- p. Administer and operate the transportation systems for all schools within the AOS Member School Units, and the administration of bus purchases and debt repayment.
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Oversee contracts and lease agreements relating to the AOS Central Office;
- t. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;
- u. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the legislative bodies of the Member School Units in accordance with the same procedures as the budget approval process in effect at the time and in accordance with applicable law.
- v. 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.
- w. The AOS Board shall provide for the employment and discharge of a superintendent pursuant to Title 20-A MRS §1001 sub-3 and chapter 101sub chapter 2.

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school 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.

8. 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 procedure 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 by a majority of the voters at the AOS budget meeting 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 voters 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 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.

9. Cost Sharing of AOS Budget.

Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS budget on the following basis: the Bridgewater School Department shall pay a flat fee of \$15,000 per year with M.S.A.D. No. 20 and M.S.A.D. No. 42 sharing the balance of the AOS costs in proportion to their respective average number of resident subsidizable pupils on October 1 of the three preceding calendar years. The

method of cost sharing of the AOS budget may be amended upon approval by a majority vote of the AOS Board.

10. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-A sub-§4 the Member School Units shall be recognized as discrete school administrative units for purposes of title 20-A chapter 606-B. 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. The member entities shall provide any separate discreet data that is necessary for the Department of Education to perform these calculations.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. All real or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, such property of the AOS, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing and legislative bodies 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.

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

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. 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.

15. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the AOS school board or by the school board(s) of one or more Member School Units, the commissioner of education and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS.

16. Withdrawal from Interlocal Agreement. Any Member School Unit shall have the authority to withdraw from the AOS at the beginning of any fiscal year provided that such withdrawal is approved at a public referendum conducted within the withdrawing Member School Unit more than sixty days prior to the beginning of that fiscal year.

17. Amendment of Interlocal Agreement. This Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approved by the school board of each Member School Unit, and a favorable referendum vote in each Member School Unit. Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.

18. 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 two-thirds 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 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.

19. 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 legislative body 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 Commissioner of Education nor with respect to any Member School Unit if the legislative body of that Member School Unit fails 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 of the legislative body of all three Member School Units

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

WITNESS:

Maine School Administrative District No. 20

Catherine Smith

BY: Paula A. Perkins, Its Chair

Board of Directors

Date: 3/30/, 2010

WITNESS:

Maine School Administrative District No. 42

Paula Peedre

BY: Tracy L. Grass, Its Chair

Board of Directors

Date: 3/30, 2010

WITNESS:

Bridgewater School Department

Nina Bradstreet

BY: [Signature], Its Chair

Bridgewater School Board

Date: 3/30, 2010

WITNESS:

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

Janice Poole

BY: Susan A. Gendron

Susan A. Gendron

State of Maine

Commissioner of Education

Date: 4/2/10, 2010

## Exhibit B

### Estimated Cost Savings / Transition Plan Mid-County School System

<u>Year One</u>	Cost Savings	Comments
Superintendents	0	1 Superintendent / 1 Asst. Superintendent
Eliminate MSAD 42 Central Office position	\$32,000	Coordinate Services
Special Education	0	1 SPED Dir. / 1 Asst. SPED Dir.
Maintain C O facilities / supplies	\$ 2,000	
Food Service	\$ 7,000	
Professional development	\$ 2,000	
Transportation Director	\$ 0	AOS duties assumed by Asst. Supt.
Bridgewater Administrative Contract	\$ 5,000	Contract with SAD #1 cancelled.
<b>Total</b>	<b>\$48,000</b>	

Notes: The AOS shall be responsible for all central office functions formerly associated with the former school administrative units. The AOS will have one special education director and one assistant director in year one. One superintendent will be responsible for the administration of the AOS and all three member units with duties assigned to other administrators as needed. All administration staff and board members will work toward greater co-operation and efficiency going forward in the AOS.

<u>Year Two</u>	Cost Savings	Comments
40% District Admin. Salary	\$ 30,000	Reduce Superintendent Admin position by 40%. Asst. Supt. will be AOS transportation director
40% District Admin. Benefits	\$ 6,000	
40% Supt. Supplies/Equipment	\$ 800	
SPED Admin Salary Savings	\$ 58,000	Eliminate Asst. SPED director position
SPED Admin. Benefits	\$ 6,000	
SPED Admin. Travel & Dues	\$ 1,000	
SPED Admin. Supplies	\$ 800	
<b>Total</b>	<b>\$102,600</b>	

Notes:

Special Ed Director will stipend or contract administrative support as needed and approved by the AOS board. Duties of Superintendent will be reassigned as needed.

Year Three

Cost Savings

Comments

Reduce 60% District Admin. Sal.	\$ 40,000
Reduce 60% Dist. Admin. Benefits	\$ 5,000
Superintendent Dues & Travel	\$ 3,000
Superintendent Supplies/Equip	\$ 800
.5 Special Ed secretary position	\$ 8,500
Total	\$ 57,300

Eliminate Asst. Superintendent position

Notes:

Contract or stipend for AOS transportation director.

**Exhibit C**

Minutes of Reorganization Committee Meetings

September 2, 2009

December 7, 2009

January 11, 2010

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M.S.A.D. #20  
School Board Meeting Minutes  
Joint Board Meeting with Mars Hill School Board

Meeting: September 2, 2009  
Mars Hill

Present at Meeting: Jay Edgecomb, Megan Barnes, Paula Perkins, Marc Gendron  
Roger Shaw, Members of Mars Hill School Board

Absent: Shawn Murchison, Scott Clark

The following notes were taken concerning the preliminary discussion with Mars Hill with regard to possible sharing of services and/or forming an AOS.

**MSAD #20 & MSAD #42 AOS Initial Meeting Notes**

Student Population:

MSAD #20	554 students
MSAD #42	457 students

An AOS typically has individual budgets for each school system and then a single union budget for central office functions.

Some of the savings come from the fact that all bills are paid through one office, there may be some blending of payroll, elimination of redundancy in central office positions and there are also ways to save money on curriculum.

Board Representation:

MSAD #20	5 school board members
MSAD #42	5 school board members from Mars Hill & 2 from Blaine

There was a question brought up regarding the Title One funding and the formula when in an AOS

Marc noted that Alternative Education is a looming issue for MSAD #20 because of the consolidation of Caribou and Limestone and the fact that Limestone is now taking slots in the RSU program that Fort Fairfield at one time filled.

There was a question as to whether or not the student population count could be an arbitrary number? What is the student numbers drop?

What would the central office look like?

Who would staff the central office?

Where would the central office be located?

What would be the responsibilities of the AOS superintendent? Would he attend all school board meetings?

Staff contracts:

MSAD #42

2 year contract for teachers

3 year contract for superintendent

1 year contract for principal

Ed-techs are at will employees & custodians are not unionized

Caswell has expressed interest in an AOS. Easton is a big question mark.

Neither Fort Fairfield nor Mars Hill has any hidden liabilities

Marc will contact the commissioner about some other AOS mergers around the state

Who do the teachers work for?

Need to think about whether or not the members of the AOS would want the same school calendar? Who would own the buses?

Need to find out what assistance we would get for an allotment while working on an AOS plan.

Superintendents will contact Jake regarding an AOS

The School Board members will try to schedule a second meeting after the harvest break

Minutes submitted by: Paula A. Perkins, M.Ed  
9/8/09

M.S.A.D. #20  
School Board Meeting Minutes  
Joint Board Meeting with Mars Hill School Board

Meeting: December 7, 2009  
7:00 p.m., Superintendents Conference Room

Present at Meeting from Fort Fairfield: Dawn Martin, Megan Barnes, Marc Gendron, Cathy Smith, Pam Sayers, Stev Rogeski, Paula Perkins, Scott Clark

From Mars Hill and Blaine: Josh Tweedie, Fred Whited, Roger Shaw, Jason Plourde, Troy Grass, Trent Lundeen, Greg Day

Absent: Shawn Murchison, Jay Edgecomb

The following notes were taken concerning the preliminary discussion with Mars Hill with regard to possible sharing of services and/or forming an AOS.

Title I federal monies will remain separate in an AOS system, but we don't know if that will change in the future.

The population count is not arbitrary at this time.

Teachers would work for the superintendent. Need to blend contracts.

Special Education Director and Transportation Director need to be employees of the AOS.

What would Central Office look like? We have the same accounting system already. Could mean more efficiencies.

Will there be money available for AOS formation? Was yes. Now no.

Roger thinks that things aren't necessarily set in the legislature regarding consolidation. He is really focusing on penalties, which are \$56,000 for Mars Hill and \$86,000 for Fort Fairfield.

Election year – this is important. (Legislature is looking for solutions)

We can use AOS plans that have already been drafted.

Make sure plan is amendable (loose) – make sure you're not stuck in AOS (broad) – make sure there's an "in" clause and an "out" clause.

AOS Waterville / Winslow have two high schools (Trans., Sp Ed., and IT are AOS)

We are 19 miles apart ( distance is an issue).

Roger states that it's critical that we develop a trust, what do we have and what do we bring to the table.

Fort Fairfield likes how Mars Hill does food service and their gifted and talented program.

June 30<sup>th</sup>, 2010 is the deadline.

Roger and Marc will work on some comparing scenarios for the next meeting on Monday, January 11, 2010 at 6:00 p.m. in Mars Hill.

Minutes submitted by: Paula A. Perkins, M.Ed  
12/08/09

M.S.A.D. #20  
School Board Meeting Minutes  
Joint Board Meeting with Mars Hill School Board

Meeting: January 11, 2010  
6:00 p.m., Superintendents Conference Room, Mars Hill

Present at Meeting from Fort Fairfield: Dawn Martin, Megan Barnes, Paula Perkins, Marc Gendron

From Mars Hill and Blaine: Roger Shaw

Roger started the meeting with a statement that he thinks forming an AOS is a step in a positive direction and that there doesn't seem to be a down side for Mars Hill.

There was a discussion of where the savings would come from, including with the contracts of the Superintendent and Special Education Directors.

Food Services could also consolidate in ways that would build on one another's strengths. We could merge the menu and take advantage of the storage capacity. Marc supplied participants with a handout regarding food services.

Marc handed out a handout regarding a draft of a Central Office Business Functions Proposal that was prepared for MSAD #42 for the 2010-11 school year and explained how the action would save or make money for both school districts.

Marc also handed out a list of Central Office budget accounts for the year 2010 for both school districts. There was a discussion of the variations in the sets of numbers.

The group agreed that Marc would begin writing a draft of an AOS proposal for the next meeting.

Minutes submitted by: Paula A. Perkins, M.Ed  
01/19/2010



JOHN ELIAS BALDACCIO

GOVERNOR

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

SUSAN A. GENDRON  
COMMISSIONER

April 2, 2010

Briane Coulthard, Superintendent  
Fayette School Department  
2023 Main Street  
Fayette, ME 04349

Dear Superintendent Coulthard:

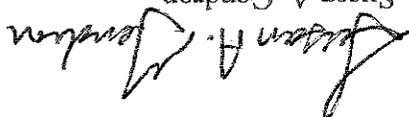
Thank you for the Reorganization Plan describing the Alternative Organizational Structure (AOS) and the Interlocal Agreement that you submitted on behalf of the Fayette and Winthrop School Departments on April 1, 2010 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX, as amended by P.L. 2009, chapter 580.

Members of my staff and I have completed the review of your plan, and have determined that it is consistent with the policy objectives and parameters set forth in the reorganization law, and it includes all required plan elements and adequate supporting documentation. Therefore, I have determined that your plan is complete and in compliance with the law.

What I am reviewing for approval is a plan which is by its very nature prospective, with steps yet to be taken or finalized; and any review comments or approval given are in relation to the elements required under P.L. 2007, chapter 240, Part XXXX but not the legality of all the activities proposed. Thus, I strongly recommend that you have your own legal advisor(s) review the details of any particular transaction proposed in your plan (particularly with respect to the disposition of property, to debt, and to employee contracts/relations) as you proceed, to ensure the legality of the steps you'll be taking to implement the plan. If that review leads to any substantive changes in any parts of your plan, please be sure to submit an amended plan to the Department for our review and our file.

I appreciate the great amount of time, effort and leadership that went into preparing your Reorganization Plan. I wish you continued success as you proceed to referendum and implement the elements set forth in this plan.

Sincerely,

  
Susan A. Gendron  
Commissioner of Education

cc: Stephen Cottrell, Superintendent, Winthrop School Department

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