

SOUTH PORTLAND CITY COUNCIL

POSITION PAPER OF THE CITY CLERK

SUBJECT:

ORDER #-18/19– Directing the City Clerk to place the proposed question regarding the South Portland School Department joining the Greater Sebago Educational Alliance (GSEA), a Regional Service Center, on the November 6, 2018 ballot.

Passage requires majority vote.

POSITION: The School Department is requesting to place on the November 6, 2018 ballot a referendum question to the voters of South Portland regarding joining the Greater Sebago Educational Alliance (GSEA), a Regional Service Center. A memo from Superintendent Ken Kunin is provided to give background information on this request. Superintendent Kunin will be present at the meeting to answer any questions.

REQUESTED ACTION:

Passage of ORDER #-18/19.

A handwritten signature in black ink, appearing to read "Erin J. Kelley", is located in the bottom right corner of the page.



CITY OF SOUTH PORTLAND

Linda C. Cohen
Mayor

SCOTT T. MORELLI
City Manager

SALLY J. DAGGETT
Jensen Baird Gardner & Henry

EMILY F. SCULLY
City Clerk

In City Council

**Order
#-18/19**

District One
CLAUDE V.Z. MORGAN

District Two
KATHERINE W. LEWIS

District Three
EBEN ROSE

District Four
LINDA C. COHEN

District Five
ADRIAN T. DOWLING

At Large
MAXINE BEECHER

At Large
SUSAN HENDERSON

ORDERED, that the City Council hereby directs the City Clerk to place on the November 6, 2018 ballot the question as shown below:

Do you favor a plan for South Portland School Department to join the Greater Sebago Education Alliance Regional Service Center through an interlocal agreement that will allow the School Department to receive additional revenue through the state funding formula and to more efficiently procure goods and services?

Dated: September 4, 2018

South Portland Schools Participation in a Regional Service Center

The South Portland School Board is petitioning the City Council to approve the order below for a referendum question for the upcoming November ballot. The question will ask voters to approve the South Portland School Department's participation in a collaborative partnership with 9 other school districts, developed to increase efficiencies through enhanced purchasing power in procuring certain goods and services. Together, our districts developed a plan for the Greater Sebago Education Alliance, a partnership that will also provide a professional learning community to support the generation of ideas and solutions to continually improve our work.

Context:

Throughout the past year, the SPSD school board, superintendent, and assistant superintendent have been meeting with leaders of other school districts to develop plans for increasing efficiencies and collaborative opportunities. The "Regional Service Center" initiative, offered by the Maine Department of Education, and incentivized through additional subsidy in our state funding formula, was an excellent opportunity for us to formalize some of these plans while reaping significant financial benefit. "Greater Sebago Education Alliance", the Regional Service Center we intend to join, has received DOE approval as a partnership among Brunswick, Gorham, Scarborough, Cape Elizabeth, Portland, South Portland, Westbrook, RSU14, MSAD 6, and RSU 15.

Benefits:

In addition to the increased purchasing power of such a large collaborative, participating districts will receive an adjustment to their state subsidy in the amount of \$46 per student (at the state contribution rate – in our case, 30% - for a total adjustment of \$41,165.40 in FY 19). The DOE has promised to increase this incentive to \$96 per student for the following year.

Statutory Requirements:

Section 2203 of Title 30-A provides that interlocal agreements must be approved by the governing body of any party to the agreement. Our governing body, the South Portland School Board, unanimously approved our participation as parties to the Interlocal Agreement for the Greater Sebago Educational Alliance (GSEA) Regional Service Center.

Section 3805(3) of Title 20-A also requires the South Portland School Department to secure voter approval before joining the GSEA Regional Service Center. This section of the law specifically requires that voters (as opposed to the City Council) approve the Regional Service Center. Therefore, we ask City Council to place the following question on the November ballot:

Referendum Question:

Question: Do you favor a plan for South Portland School Department to join the Greater Sebago Education Alliance Regional Service Center through an interlocal agreement that will allow the School Department to receive additional revenue through the state funding formula and to more efficiently procure goods and services?

**INTERLOCAL AGREEMENT FOR THE
GREATER SEBAGO EDUCATION ALLIANCE REGIONAL SERVICE CENTER**
20-A M.R.S. Chapter 123 and 30-A M.R.S. Chapter 115

This Interlocal Agreement is made by and between the Brunswick School Department, Cape Elizabeth School Department, Gorham Department of Education, Portland Public Schools, Scarborough School Department, South Portland Department of Education, Westbrook School Department, Maine School Administrative District No. 6, Maine School Administrative District No. 15, Regional School Unit No. 5, and Regional School Unit No. 14, all Maine school administrative units acting by and through their governing bodies (collectively, the "Parties"), as follows:

1. **Formation.** Subject to the approval conditions set forth in Section 25, the Parties hereby form a school management and leadership center, also known as a regional service center, under the authority of Title 20-A M.R.S. Chapter 123, §§ 3801 *et seq.* and Title 30-A M.R.S. Chapter 115, §§ *et seq.*
2. **Name.** The name of the school management and leadership center formed pursuant to this Agreement shall be: Greater Sebago Education Alliance (hereinafter, "GSEA").
3. **Purposes.** The purposes of the GSEA shall be to enhance student learning and opportunities and maximize available and desired resources through the establishment of shared regional initiatives.
4. **Administrative Entity.** The GSEA shall be a school management and leadership center within the meaning of 20-A M.R.S. Chapter 123, a political subdivision within the meaning of 5 M.R.S. § 19002(6), a quasi-municipal corporation within the meaning of 30-A M.R.S. § 5701, and a tax exempt governmental entity for purposes of 36 M.R.S. § 1760(2). The Board of Directors is authorized to make any filings and take any other necessary actions to implement the provisions of this Section 4.
5. **Term.** The term of this Interlocal Agreement shall be two (2) years commencing July 1, 2018 and ending June 30, 2020 (the "Initial Term"), subject to extension as follows: The term of this Agreement shall be automatically extended for one additional fiscal year on February 1, 2020 and February 1 of each subsequent fiscal year (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless by February 1 in any year the Board of Directors votes in favor of dissolution and the GSEA is dissolved pursuant to Section 18.B as of the following June 30.
6. **Fiscal Year.** The fiscal year of the GSEA shall begin on July 1 and end on June 30.
7. **Members.** The initial members of the GSEA shall be those Parties to this Agreement whose voters approve the formation of the GSEA pursuant to Section 25 (hereinafter, the "Members"). Other school administrative units may become members pursuant to the requirements of Section 13 ("New Members").
8. **Governing Body – Board of Directors.**
 - A. The GSEA shall be governed by a board of directors composed of the Superintendent of Schools of each Member, or the Superintendent's designee who shall, in all cases, be an employee of that Member (the "Board of Directors"). Designees shall serve at the pleasure of the appointing Superintendent of Schools.

- B. The Board of Directors shall be responsible for all aspects of the GSEA, including without limitation preparing its annual operating budget and establishing, and modifying from time to time, the scope of functions, programs, and services provided by the GSEA.
 - C. The Board of Directors shall elect a president, vice-president, treasurer, and secretary, and any other officers it deems useful or necessary.
 - D. The Board of Directors may establish rules of procedure and policies to govern its meetings, provided such rules and policies are not inconsistent with this Agreement or state law.
 - E. Each Director shall have one vote.
 - F. A majority of the Directors shall constitute a quorum and, except as otherwise specifically provided in this Agreement, a majority vote of the Directors at a meeting at which a quorum is present shall be required for the Board of Directors to act.
 - G. A Director is deemed present for establishing a quorum and may participate in a meeting of the Board of Directors by means of remote communication provided that the Director is able to hear and participate in the meeting and to vote on matters under consideration concurrently with the Directors present at the meeting and that the Director's remote communications at the meeting are audible and/or visible to the Directors and members of the public in attendance at the meeting.
 - H. In the event that there is a vacancy in the position of Superintendent of Schools of any Member, the governing body of that Member may appoint an interim Director until a new Superintendent or acting Superintendent has been appointed.
9. **Functions, Programs, and Services.** The GSEA may make available the following functions, programs, and services:
- A. Joint purchasing of food supplies;
 - B. Joint professional development offerings;
 - C. Joint substitute teacher recruiting, training, and diversity hiring processes;
 - D. Joint English Language Learners (ELL) intake processes;
 - E. Serving as an incubator for new regional programs and services; and
 - F. Any other regional functions, programs, and services as may be authorized by law and approved by an affirmative vote of two-thirds of the full membership of the Board of Directors.

A regional service center that does not provide at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for direct state funding pursuant to 20-A M.R.S. § 3806.

Administration. It is the intent of the Parties that the GSEA be administered by one of the Members pursuant to a contract or memorandum of agreement to be entered into between the Board of Directors and the governing body of that Member. The Board of Directors shall select an Executive Director who may, but is not required to, be an employee of one of the Members by an affirmative vote of two-thirds of the full membership of the Board of Directors. The Board of Directors may alter these administrative arrangements by a vote of two-thirds of the full membership of the Board of Directors. The Executive Director shall:

- A. Administer the day-to-day operations of the GSEA;
 - B. Administer the annual operating budget of the GSEA, including without limitation accounting and auditing requirements related thereto;
 - C. Acquire and maintain liability and other insurance adequate to cover the GSEA and its operations;
 - D. Track and record all data, submit all reports, comply with all state and federal reporting requirements on behalf of each Member, and otherwise ensure compliance with the terms and conditions of this Agreement, any charitable or governmental grant agreement that may be secured for the benefit of the GSEA, and any other contract entered into by or on behalf of the GSEA;
 - E. Adhere to generally accepted accounting principles and annually engage an external auditor to do an independent audit of the GSEA's finances in accordance with 20-A M.R.S. § 3804; and
 - F. Perform other functions concerning the management of the GSEA as directed by the Board of Directors.
10. **Fiscal Agent.** By agreement between the Board of Directors and the governing body of the Member administering the GSEA, the Member administering the GSEA shall act as the fiscal agent of the GSEA. The fiscal agent shall maintain the accounts of the GSEA including, without limitation, its operating budget accounts; shall contract for, purchase, and hold title to all GSEA equipment and property on behalf of the GSEA; and shall perform any other functions concerning the fiscal management of the GSEA, under the direction of the Board of Directors. All state contributions to the GSEA – including, without limitation, any funds in support of the Executive Director's salary and benefits, student information system costs, and accounting and payroll system costs – shall be paid to the fiscal agent for the benefit of the GSEA. The fiscal agent shall accept, account for, and disburse any such state contributions in accordance with the terms of this Agreement. The Board of Directors may in its discretion alter the provisions for administration of the GSEA and for its fiscal agent.
11. **GSEA Employer.** To the extent the Board of Directors determines that the GSEA requires or benefits from having a Member serve as the employer for some or all of the GSEA's personnel, the Board of Directors may designate the fiscal agent to serve as the employer for the GSEA's personnel. Alternatively, the Board of Directors may designate another Member to serve as the GSEA employer by agreement with the governing body of that Member or may direct that the GSEA employ its own personnel. If a Member serves as the GSEA employer, the Member shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the GSEA. In making such employment decisions, the governing body of the Member shall solicit and consider the recommendations of the Board of Directors.

12. **New Members; Associate Members.**

- A. **New Members.** Any school administrative unit wishing to become a member of the GSEA, and which qualifies as a member pursuant to 20-A M.R.S. § 3802(2), may petition the Board of Directors for membership ("Petitioner"). The Board of Directors may condition membership by imposing additional obligations on the Petitioner and/or limits on the rights and benefits which a Petitioner may receive, including without limitation access to fund balances. The Petitioner and Board of Directors shall negotiate and execute a separate agreement in which the Petitioner agrees to be bound by the terms of this Agreement, subject to any such conditions (the "Membership Agreement"). A Petitioner shall become a member upon approval of the Membership Agreement by the governing body of Petitioner's school administrative unit and by a two-thirds vote of the full membership of the Board of Directors.
- B. **Associate Members.** Municipalities, counties, career and technical regions, public charter schools, and other entities which qualify pursuant to 30-A M.R.S. Section 3802(3) wishing to become a non-voting associate member of the GSEA may petition the Board of Directors for associate membership ("Petitioner"). Associate members shall be permitted to participate in the functions, programs, and services offered by the GSEA on such terms and conditions as may be included in a contract or memorandum of understanding between the GSEA and the associate member. Any petition for associate membership and the proposed contract or memorandum of understanding must be approved by a majority vote of the Board of Directors and the governing body of the Petitioner.

13. **Minimum Member Obligation.** Nothing in this Agreement requires a Member to purchase all of the functions, programs, and services made available to it by the GSEA. A Member may discontinue any purchased functions, programs, and services at the end of a fiscal year upon 90 days' notice to the Board of Directors and thereafter shall no longer be obligated to pay for that function, program, or service. A Member that discontinues purchasing all functions, programs, and services from the GSEA shall no longer be required to continue paying the annual membership fee. A Member that does not continue to purchase at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for a regional service center allocation from the Maine Department of Education.

14. **Non-Member Purchasers of Services.** The Board of Directors may, in its sole discretion, offer and provide functions, programs, and services to any school administrative unit, political subdivision, public entity, or nonprofit organization or association that is not a Member ("Service Recipient") provided that the Service Recipient pays all actual costs for the functions, programs, and services plus a supplemental fee, said costs and fee to be determined by the Board of Directors. Priority for any functions, programs, and services offered by the GSEA shall be given to its Members.

15. **Authority and Powers.** The authority and powers of the GSEA shall be as follows provided that the fiscal affairs of the GSEA may be exercised by and through a fiscal agent:

- A. **Organizational Powers.** The GSEA shall have the power and authority to provide functions, programs, and services in accordance with the terms of this Agreement.
- B. **Contracts.** The Board of Directors is authorized to enter into contracts, leases, and lease purchase agreements on behalf of the GSEA.

- C. Employment of Personnel. The Board of Directors is authorized to employ personnel to carry out the purposes of this Agreement.
- D. Personal Property. The Board of Directors is authorized to hold and dispose of personal property in the name and on behalf of the GSEA for purposes of this Agreement.
- E. Expenditures. The Executive Director, under the direction of the Board of Directors, is authorized to expend funds in accordance with the approved GSEA budget.
- F. Investment of Funds. The Executive Director, under the direction of the Board of Directors, is authorized to invest GSEA funds on behalf of the GSEA in accordance with 30-A M.R.S. §§ 5706-5719.
- G. Reserve Funds; Contingency Funds. The Board of Directors is authorized to establish, maintain, and expend funds from a reserve fund or contingency fund.
- H. Disposition of Property and Indebtedness. The Board of Directors is authorized to dispose of any personal property, including by sale or lease, transferred to or from or administered by the GSEA. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the GSEA.
- I. Purchase of Goods and Services. The Board of Directors is authorized to purchase goods and services.
- J. Acceptance of Gifts and Grants. The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized a two-thirds vote of the Board of Directors at a meeting at which a quorum is present.
- K. Acceptance and Expenditure of State and Federal Funds. The Board of Directors is authorized to accept funds from state, federal, and other sources.
- L. Policies. The Board of Directors is authorized to adopt administrative policies including, without limitation, purchasing and procurement policies and conflict-of-interest policies, provided any such policies do not conflict with the terms of this Agreement or applicable state or federal law.
- M. No Authority to Borrow. The Board of Directors shall have no authority to borrow funds in anticipation of the Members' payment of their shares of the GSEA budget.
- N. No Eminent Domain Powers. Notwithstanding 20-A M.R.S. § 3802(7), the Parties hereto do not delegate their respective eminent domain powers to the GSEA.
- O. No Bonding Authority. Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue bonds or notes for school construction purposes.
- P. No Transfer of Responsibility for Provision of a Free Public Education. This Agreement does not transfer to the GSEA any school administrative unit's responsibility for providing the opportunity of a free public education to each of its students or a free, appropriate education to each of its students with a disability as required by Title 20-A of the Maine Revised Statutes or by federal law.

16. Fiscal Operation; Cost Sharing.

A. Funding Sources. The activities of the GSEA may be financed from any of the following sources:

- i. State subsidy;
- ii. Member assessments;
- iii. Fees collected from Members, Associate Members, and non-Member Service Recipients for services provided;
- iv. Donations, charitable or governmental grants, or similar funding sources, as the Board of Directors deems appropriate; and
- v. Any other funding source or miscellaneous revenue approved by the Board of Directors.

B. Annual Operating Budget. Except as provided in Section 17(G) ("Transition Plan for FY 2019"), by February 1 of each year, the Board of Directors shall prepare and approve, by a two-thirds vote of the Board of Directors at a meeting at which a quorum is present, an annual operating budget to fund the GSEA for the following fiscal year. The Board of Directors shall consult with the Executive Director in preparing the budget, and shall provide the final budget to each Member. The budget shall include:

- i. All anticipated revenues, as determined by the Executive Director and approved by the Board of Directors;
- ii. All costs of operating the GSEA as determined by the Executive Director and approved by the Board of Directors, set forth in separate articles that are consistent with the appropriate articles in the cost center summary budget format of 20-A M.R.S. § 1485(1)(A).

In the event that the Board of Directors fails to approve an annual budget by February 1, the Executive Director shall call an emergency meeting of the Board of Directors to be held no later than February 15, at which an annual budget must be approved.

C. Budget Allocation and Assessment.

- i. The Board of Directors shall assess an annual membership fee on each Member and may assess an annual service allocation fee based on each Member's use of and participation in the functions, services, and programs provided by the GSEA as determined by the Board of Directors. The annual membership fee and the annual service allocation fee shall not be assessed against those Members that have elected not to purchase any functions, programs, and services from the GSEA pursuant to Section 14 ("Minimum Member Obligation"). This cost-sharing arrangement may be modified by October 1 of any year for the following fiscal year by an affirmative vote of two-thirds of the full membership of the Board of Directors.

- ii. By January 30 of each year, each Member shall be assessed a membership fee and an annual service allocation fee for the following fiscal year. Unless otherwise provided in a Board of Directors' policy, the Members shall pay their respective membership and service allocation fees to the GSEA in two semi-annual installments in July and January of each fiscal year.
- iii. After taking into account other revenues, the annual membership fee of each Member shall be in such an amount as to provide the GSEA with sufficient funds to operate during the fiscal year after taking into account other sources of anticipated revenue including state subsidy and anticipated service allocation fees.

D. Expenditure of Funds; Balanced Budget. All funds of the GSEA may be used by the Board of Directors in a manner consistent with this Agreement, any applicable grant agreements, and state and federal regulations. GSEA fund balances may, at the discretion of the Board of Directors (i) be used to reduce the operating costs of the GSEA; (ii) be accrued in reserve and contingency funds; or (iii) be equitably credited or rebated to each Member. Anticipated carryover funds at the end of a fiscal year may be returned to the GSEA to support its continued growth and reduce Member costs in succeeding fiscal years. To maintain a balanced budget, the GSEA shall return any funds in excess of the anticipated carryover funds to its Members in equitable shares per Member.

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

F. State Subsidy. A regional service center may lose its eligibility for direct state funding pursuant to 20-A M.R.S. §3806 if it does not provide at least two functions, programs or services in at least two of the categories set forth in 20-A M.R.S. § 15683-C.

G. Transition Plan for FY 2019. Notwithstanding Section 17.B ("Annual Operating Budget"), the GSEA budget for Fiscal Year FY 2018-2019 shall be the budget attached hereto as Schedule A.

17. Withdrawal; Termination; Dissolution; Transfer.

A. Withdrawal. Any Member may withdraw from the GSEA effective at the end of a fiscal year, provided that the withdrawing Member satisfies applicable state law (including without limitation 20-A M.R.S. § 3802(13)) and gives written notice to the Board of Directors not later than November 1 preceding the end of a fiscal year. The Director representing the withdrawing Member shall enter into a withdrawal agreement with the Board of Directors on terms acceptable to the Board of Directors. Any withdrawal agreement involving the withdrawal of a Member must be consistent with the following conditions and understandings:

- i. The Director representing a withdrawing Member shall be recused from participating in or voting as a Director on any matter relating to the withdrawal from the date that written notice of the withdrawal is provided to the Board of Directors.

ii. The Board of Directors and the Director representing the withdrawing Member shall in good faith negotiate a withdrawal agreement that allocates an equitable share of the GSEA's assets and liabilities to the withdrawing Member.

B. Dissolution. The GSEA may be dissolved by a majority vote of the full Board of Directors and approval of the dissolution in accordance with the requirements of applicable state law (including without limitation 20-A M.R.S. § 3802 (14)). Prior to dissolution, the Directors, by written agreement, shall make suitable provision for the equitable division among the Members of the assets and liabilities of the GSEA.

C. Transfer. Upon a majority vote of the Board of Directors, a Member may transfer to another regional service center whose board of directors has adopted a vote to approve the transfer on terms acceptable to the Board of Directors and the transferring Member. Prior to any such transfer, the Board of Directors of the GSEA, the transferring Member, and the receiving regional service center shall enter into a transfer agreement making suitable provision for the transition of governance and other matters related to the GSEA, including the equitable division and/or transfer of the assets and liabilities of the GSEA.

D. Termination of Participation of Member for Cause. The participation of a Member in the GSEA may be terminated for cause upon the failure of the Member to conform to the terms of this Agreement or any statutory requirements applicable to interlocal agreements or school management and leadership centers, including without limitation failure to pay the Member's budget assessment. Prior to any such termination, the Board of Directors shall provide the nonconforming Member with a written notice of termination for cause and a 30-day opportunity to cure. If the nonconforming Member fails to cure the nonconformity within the 30-day cure period, the Board of Directors shall prepare a plan for termination in accordance with the provisions of Section 18.A.ii (except that any reference to the withdrawing party therein shall mean the nonconforming Member). The nonconforming Member's participation in the GSEA and status as a Member to this Agreement may then be terminated by a vote of a majority of the full membership of the Board of Directors, excluding the Director representing the nonconforming Member. The termination of a nonconforming Member's participation shall become effective as of the end of the then current fiscal year.

18. Dispute Resolution. Any dispute arising out of or relating to this Agreement, shall be resolved as follows:

A. Negotiation. The parties to the dispute shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that an aggrieved Member has given written notice of such Dispute to the Board of Directors.

B. Mediation. If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Director representing the aggrieved party and the Directors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 90 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. In the event that the aggrieved party and the Director(s) representing the other party or parties to the dispute are unable to agree on a mediator within 14 days, or to resolve the dispute through mediation

within 90 days, the Members and the GSEA reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, Maine.

- C. Performance During Dispute. Unless otherwise directed by the Board of Directors, the Members shall continue performance under this Agreement while matters in dispute are being resolved.
19. Insurance. Each Member, Associate Member, and non-Member Service Recipient shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.
20. No Exclusivity. Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the GSEA, or the Board of Directors; nor shall it prevent or limit any Party's participation in any other plan, program, agreement, or arrangement for functions, programs, or services; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind. For the avoidance of doubt, nothing in this Agreement shall preclude the Parties or any Members from entering into an interlocal agreement to join another school management and leadership center or establish any other similar joint venture.
21. Amendment. This Agreement may be amended by a two-thirds affirmative vote of the full membership of the Board of Directors. In the event of the addition, withdrawal, transfer, or termination of participation of a Member, the Board of Directors shall amend this Agreement accordingly.
22. Applicability to Successor Parties. This Agreement shall be binding upon any successor of each Member. If, however, a municipality withdraws from a Member pursuant to applicable state law, this Agreement shall be binding upon only the Member as it exists after the effective date of withdrawal and shall not be binding upon any municipality that has withdrawn or on any school administrative unit formed by or joined by the withdrawing municipality, unless such a municipality or school administrative unit becomes a Member pursuant to Section 13.A ("New Members").
23. Miscellaneous. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

24. Approval Conditions, Effective Date, and Members.

- A. Approval Conditions. Pursuant to 20-A M.R.S. §§ 3805(2) and (3), this Agreement is subject to the following conditions:
- i. This Agreement must be approved by the Commissioner of the Maine Department of Education; and
 - ii. This Agreement shall be submitted to the voters of each Party that is a school administrative district or a regional school unit at its annual school budget meeting, at a special district meeting, or at a referendum; to the voters of each Party that is a municipal school unit with a town meeting form of government at a town meeting or referendum; and to the voters of each Party that is a municipal school unit with a charter form of government at a town meeting or referendum in accordance with the requirements of the charter.
- B. Members and Effective Date. If this Agreement is approved by the voters of at least two Members on or before June 30, 2018, the GSEA shall be formed with an effective date of July 1, 2018 (the "Effective Date") provided that any other Party to this Agreement may then join the GSEA as a Member if this Agreement is approved by the voters of that Party by November 30, 2018. If this Agreement has not been approved by the voters of at least two Parties by June 30, 2018, it may then be approved by the voters of two or more Parties by November 30, 2018, in which case the GSEA will be formed with an effective date of December 1, 2018.

[SIGNATURE PAGES FOLLOW]

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

TOWN OF BRUNSWICK,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Joy Prescott
Chair of the School Committee

Date

TOWN OF CAPE ELIZABETH, A MUNICIPAL
SCHOOL UNIT ACTING BY AND THROUGH
ITS SCHOOL COMMITTEE

Susana Measelle Hubbs
Chair of the School Committee

Date

TOWN OF GORHAM,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE



Darryl Wright
Chair of the School Committee

7/31/18
Date

CITY OF PORTLAND,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS BOARD OF EDUCATION

Anna Trevorrow
Chair of the Board of Education

Date

TOWN OF SCARBOROUGH,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Donna Beeley
Chair of the Board of Education

Date

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

TOWN OF BRUNSWICK,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Joy Prescott
Chair of the School Committee

Date

TOWN OF CAPE ELIZABETH, A MUNICIPAL
SCHOOL UNIT ACTING BY AND THROUGH
ITS SCHOOL COMMITTEE

Susana Measelle Hubbs
Chair of the School Committee


Date

TOWN OF GORHAM,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Darryl Wright
Chair of the School Committee

Date

CITY OF PORTLAND,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS BOARD OF EDUCATION


Anna Trevorow
Chair of the Board of Education

7.25.18
Date

TOWN OF SCARBOROUGH,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Donna Beeley
Chair of the Board of Education

Date

CITY OF SOUTH PORTLAND,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS BOARD OF EDUCATION



Mary House
Chair of the Board of Education

7/9/18

Date

CITY OF WESTBROOK,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Jim Violette
Chair of the School Committee

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 6

Lester R. L. Harmon
Chair of the School Board

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 15

Tina Martell
Chair of the School Board

Date

REGIONAL SCHOOL UNIT NO. 5

Michelle Ritcheson
Chair of the School Board

Date

REGIONAL SCHOOL UNIT NO. 14

Diana Froisland
Chair of the School Board

Date

APPROVED BY THE COMMISSIONER,

CITY OF SOUTH PORTLAND,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS BOARD OF EDUCATION

Mary House
Chair of the Board of Education

Date

CITY OF WESTBROOK,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Jim Violette
Chair of the School Committee

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 6

Lester R. L. Harmon
Lester R. L. Harmon
Chair of the School Board

5/2/18
Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 15

Tina Martell
Chair of the School Board

Date

REGIONAL SCHOOL UNIT NO. 5

Michelle Ritcheson
Chair of the School Board

Date

REGIONAL SCHOOL UNIT NO. 14

Diana Froisland
Diana Froisland
Chair of the School Board

4/25/18
Date

CITY OF SOUTH PORTLAND,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS BOARD OF EDUCATION

Mary House
Chair of the Board of Education

Date

CITY OF WESTBROOK,
A MUNICIPAL SCHOOL UNIT ACTING BY
AND THROUGH ITS SCHOOL COMMITTEE

Jim Violette
Chair of the School Committee

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 6

Lester R. L. Harmon
Chair of the School Board

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 15

Fina Martell
Fina Martell
Chair of the School Board

5-17-18
Date

REGIONAL SCHOOL UNIT NO. 5

Michelle Ritcheson
Chair of the School Board

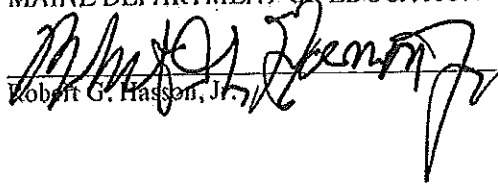
Date

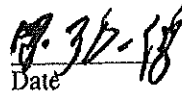
REGIONAL SCHOOL UNIT NO. 14

Marge Govoni
Chair of the School Board

Date

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION


Robert G. Hassen, Jr.


Date

INTERLOCAL AGREEMENT FOR THE
GREATER SEBAGO EDUCATION ALLIANCE REGIONAL SERVICE CENTER

SCHEDULE A
FISCAL YEAR FY 2019 GSEA BUDGET

EXPENDITURES, CARRYOVER, DISBURSEMENTS		REVENUES		
<u>Cost Center Expenditures:</u>		Membership Fees	\$	11,000.00
Regular Instruction	\$ 31,400.00	Service Allocation Fees	\$	23,570.00
Special Education	\$ 0.00			
Career & Tech Education	\$ 0.00	<u>Other Fees:</u>		
Other Instruction	\$ 0.00	Associate Members	\$	0.00
Student & Staff Support	\$ 1,000.00	Non-Members	\$	0.00
System Administration	\$ 67,000.00			
School Administration	\$ 6,640.00	<u>Direct State Funding:</u>	\$	97,200.00
Transportation and Buses	\$ 0.00	Executive Director (55%)		
Facilities Maintenance	\$ 0.00	Student Info. System		
Debt Service & Other Commitments	\$ 0.00	Accounting/Payroll System		
All Other Expenditures	\$ 0.00			
 <u>Other Expenditures:</u>				
Food Services	\$ 1,100.00			
 <u>Carryover/Disbursements:</u>	\$ 0.00			
TOTAL EXPENDITURES, CARRYOVER, DISBURSEMENTS	\$ 78,880.00	TOTAL REVENUES	\$	131,770.00