

TOBACCO USE AND POSSESSION

In order to promote the health, welfare and safety of students, staff and visitors and to promote the cleanliness of the Brunswick School Department facilities, the Board prohibits smoking and all other use of tobacco products in school buildings and other school unit facilities, on school buses, and on school grounds at all times by all persons.

In addition, students are further prohibited from possessing, selling, distributing or dispensing tobacco products in school buildings, facilities and on school grounds and buses during school-sponsored events and at all other times.

Employees and all other persons are also strictly prohibited, under law and Board policy, from selling, distributing or in any way dispensing tobacco products to students.

Definitions:

Smoking or use of all tobacco products, includes, but is not limited to, cigarettes, cigars, spit and smokeless tobacco, chew, snuff, snus, electronic cigarettes, vape products or other electronic nicotine delivery systems, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this policy.

Legal Reference: 22 MRSA §§ 1578(B), 1580(A)(3)
Me. PL 470 (An Act to Reduce Tobacco Use By Minors) 20 USC 6081-6084 (Pro-Children Act of 1994)

Cross Reference: JICH - Drug and Alcohol Use by Students

Reviewed: 12/07

Adopted: 5/14/08

FIRST READ – MAY 2018

TOBACCO USE AND POSSESSION: ADMINISTRATIVE PROCEDURE

The purpose of the following administrative procedure is to effectuate the mandates imposed by the various federal and state laws in addition to this Board’s “Tobacco Use and Possession” policy.

I. PROHIBITED CONDUCT

A. Students

The use, possession, sale, dispensing or distribution of tobacco products by all students is prohibited in school buildings and facilities, during school-sponsored events, on school grounds and buses, and at all other times.

B. Employees and All Other Persons

The use of tobacco products by employees and all other persons is prohibited in school buildings, facilities and on school buses during school-sponsored events and at all other times on school grounds.

II. ENFORCEMENT

In order to enforce the tobacco products policy, the following guidelines shall be utilized by the Principal of a school in which prohibited conduct occurs. The Principal shall report any violations of this policy/procedure, as promptly as practicable, to the Superintendent.

Student Violations

1st Violation

1. Parents/legal guardians shall be sent written notice regarding the tobacco violation.
2. Up to five (5) days suspension.
3. The student will be referred to the school resource officer.
4. If the student agrees to attend a smoking cessation program, the suspension is reduced to one day.
5. The student will not be allowed to participate in any extracurricular activities.
6. The student will be referred to the substance abuse counselor.

2nd Violation and Beyond

1. Parents/legal guardians shall be sent written notice regarding the tobacco violation. A parent/legal guardian shall also be required to meet with principal within five days of the violation.
2. Up to ten (10) days suspension.
3. The student may be summoned by the school resource officer.
4. The student will not be allowed to participate in any extracurricular activities.
4. The student will be referred to school substance abuse counselor.

B. Other Persons in Violation

All other persons violating this policy, e.g., employees, visitors, shall be immediately directed to cease violative behavior. In addition, all persons suspected of selling, distributing or in any way dispensing tobacco products to students shall be referred to a law enforcement agency.

Any employee violating this policy shall be subject to appropriate disciplinary measures.

III. NOTICES

This Board's policy and corresponding disciplinary actions for infractions of this policy shall be printed in employee and student handbooks. Parents/guardians shall also be sent notification in writing of this Board's tobacco policy and administrative procedures. Notices shall be signed by parents/legal guardians and returned to the school where they shall be kept on file by the school unit. Signage shall be posted throughout school campuses.

Legal References: 20 USC § 6081-6084 (Pro-Children Act of 1994)
22 MRSA § 1578-B
Me. PL 470 (An Act to Reduce Tobacco Use By Minors)

Cross Reference: JICH - Drug and Alcohol Use by Students Reviewed: 12/07

Adopted: 5/14/08

FIRST READ – MAY 2018

**PURCHASING AND CONTRACTING:
PROCUREMENT STAFF CODE OF CONDUCT**

Conflict of Interest

All employees of the Brunswick School Department shall perform their duties in a manner free from conflict of interest to assure the proper performance of school business as well as to earn and keep public confidence. No employee of the Brunswick School Department with a real or an apparent conflict of interest in a proposed transaction shall participate in the selection, award or administration of a contract pursuant to the transaction.

Conflict of interest is defined as when an interested party has a financial interest in the firm selected for the award. Interested party is defined as 1) the employee; 2) a member of the employee's immediate family; 3) his/her partner; or 4) an organization that employs, or is about to employ a person described above.

Conflict of Interest Disclosure

All employees with real or apparent conflicts of interest as defined above must disclose the conflict of interest to the superintendent of schools who will investigate the circumstances of the transaction. The superintendent of schools will exercise due diligence in investigating the circumstances of the transaction or arrangement that would give rise to a conflict of interest. If the Superintendent of School determines that the proposed transaction is in the best interest of the Brunswick School Department and is fair and reasonable, it may proceed with the transaction. In the event that the superintendent of schools may have a conflict of interest, an adjunct committee of the school committee will investigate and make a determination regarding the transaction.

Staff Gifts and Solicitations

Brunswick School Department employees are prohibited from accepting money or things of material value from persons or entities doing business with, or desiring to do business with, the school unit. Employees may accept unsolicited items of nominal value such as those that are generally distributed by a company or organization through its public relations program.

Violations

Employees of the Brunswick School Department who violate this code of conduct may be subject to discipline, up to and including termination of employment, and, if appropriate, referral to law enforcement.

Dispute Resolution

A bidder or respondent to a request for a proposal (RFP) may protest a procurement or contract award if he/she believes that it was made in a manner inconsistent with Board policy, specifications, or law or regulations. A protest must be submitted to the Superintendent in writing within five business days after receipt of notification of the award being made, with all documents supporting the protest.

The Superintendent shall review the protest and supporting documents and render a decision in writing within 20 business days of receipt of the protest.

The Superintendent may also convene a meeting with the bidder or respondent to attempt to resolve the problem.

If the bidder or respondent is not satisfied with the Superintendent's decision, he/she may appeal to the Board. The Superintendent will provide reasonable notice to the bidder or respondent of the time for the Board's consideration of the protest. The Board's decision shall be final.

*Legal Reference: 34 CFR 74.40-74.48; 80.36 (Education Department General Administrative Regulations (EDGAR))
Commissioner's Administrative Letter No. 6, June 18, 2006 (Fiscal Compliance)*

Adopted:

for MAY 2018 FIRST READ

STUDENT DISCIPLINE

It is essential for schools to maintain a safe and orderly environment that supports student learning and achievement. Good discipline allows the schools to discharge their primary responsibilities to educate students and promote citizenship and ethical behavior. All students are expected to conduct themselves with respect for others and in accordance with School Board policies, school rules, and applicable state and federal laws. Disciplinary action may be taken against students who violate policies, rules, or laws, and/or whose conduct directly interferes with the operations, discipline or general welfare of the school.

The Board expects the following principles to guide the development and implementation of school rules and disciplinary procedures:

- A. Discipline should emphasize positive reinforcement for appropriate behavior, as well as appropriate consequences for misbehavior. Restorative and educational disciplinary practices should be used when appropriate. The focus should be on providing a school environment where students are engaged in constructive learning and interactions with others.
- B. Expectations for student behavior should be clear and communicated to school staff, students and parents.
- C. Consequences for misbehavior should be in proportion to the offense, fair and consistently enforced. Administrators shall have the discretion to tailor discipline to the facts and circumstances of the particular case.
- D. Parents should be actively involved in the process of preventing and resolving disciplinary problems at school.

Physical force and corporal punishment shall not be used as disciplinary methods.

Maine law provides that “a teacher or other person entrusted with the care or supervision of a person for special or limited purposes may not be held civilly liable for the use of a reasonable degree of force against the person who creates a disturbance if the teacher or other person reasonably believes it is necessary to a) control the disturbing behavior; or b) remove the person from the scene of the disturbance.” Any restraint or seclusion of students shall comply with applicable regulations and Board policy.

Teachers are authorized to make and enforce rules for effective classroom management and to foster appropriate student behavior, subject to the direction and approval by the building principal/designee.

School-wide rules shall be developed by the building principal with appropriate input from school staff, students and parents and subject to approval by the Superintendent. Principals shall provide for the suspension or other serious disciplinary action against students in accordance with Board policies, administrative procedures and Maine law.

Students with disabilities shall be disciplined in accordance with applicable federal and state law/regulations.

To reduce disciplinary problems and the potential for violence in the schools, the Superintendent may develop procedures for conflict resolution which may be accomplished through peer mediation, counseling, parent involvement, services of community agencies or other activities suitable to the school unit.

Legal Reference: 17-A MRSA § 106
 20-A MRSA §§ 1001(15A); 4009

Cross Reference: AC - Nondiscrimination/Equal Opportunity and Affirmative Action
 ACAA – Student Harassment and Sexual Harassment
 EBCA – Comprehensive Emergency Management Plan
 JIC – Student Code of Conduct
 JICIA Weapons, Violence and School Safety
 JKAA – Use of Physical Restraint and Seclusion
 JKB - Student Detention
 JKD - Suspension of Students
 JKE - Expulsion of Students
 JKF - Suspension/Expulsion of Students with Disabilities

Adopted: prior to 1974

Revised: 10/18/2012 (reviewed 12/12/2012)

FILE: EBCB

SAFETY DRILLS

The Superintendent shall require compliance with the State Fire Marshall's fire drill requirements for educational facilities.

Adopted: Prior to 1974

Revised: 9/23/75

Revised: 12/11/96

ADMINISTRATIVE REGULATIONS

Building administrators shall comply with School Board Policy EBCB and Procedures EBCB-R.

The following guidelines will be given attention:

- a. Fire exit drills conforming to the provisions shall be regularly conducted.
- b. Fire exit drills will be held with sufficient frequency to familiarize all occupants with the drill procedure and to have the conduct of the drill a matter of established routine.
- c. Responsibility for the planning and conduct of drills shall be assigned to the Principal.
- d. In the conduct of drills, emphasis shall be placed on orderly evacuation under proper discipline rather than speed.
- e. Drills shall include suitable procedures to ensure that all persons in the building or all persons subject to the drill actually participate.
- f. If a fire exit drill is considered merely as a routine exercise from which some persons may be excused, there is grave danger that in an actual fire the drill will fail in its intended purpose. No one is excused, all participate.
- g. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in the case of fire.
- h. Fire is always unexpected. If the drill is always held in the same way at the same time it loses much of its value. When for some reason in an actual fire it is not possible to follow the usual routine of the fire exit drill, confusion and panic may ensue. Therefore, drills should be carefully planned to simulate actual fire conditions, at varying times and with different means of exit.
- i. Fire drills should be designed to familiarize the occupants with all available means of exit, particularly emergency exits that are not regularly used during the normal occupancy of the building.

The purpose of the fire exit drills is to ensure the efficient and safe use of the egress facilities available. Proper drills ensure orderly egress under control and prevent panic. Speed in emptying buildings, while desirable, is not in itself an object, and should be made secondary to the maintenance of proper order and discipline.

Adopted: 12/11/96

FIRE DRILL PROCEDURES

1. All schools must hold two drills during the first two weeks of school.
2. All schools must hold one drill during Fire Prevention Week (1st or 2nd week of October).
3. Grades K-5 must hold seven additional drills during the year (total of ten drills).
4. Grades 6-8 must hold five additional drills during the year (total of eight drills).*
5. Grades 9-12 must hold three additional drills during the year (total of six drills).*

A copy of each fire drill report will be forwarded to the School Department Office for filing.

* If the Brunswick Fire Chief requires ten drills, that requirement must be met.

PROFESSIONAL GOALS/PRIORITY OBJECTIVES

All teaching personnel in the public schools are required to make themselves familiar with all rules and regulations of the School Board Policy Handbook and special instructions setting forth the desires of the School Board which relate to their duties and to the discipline of their schools. All teaching personnel shall comply with these directives.

Principals will keep a record of any conferences held with teachers under the above rule outlining the nature of the conference, the recommendations and action taken.

<i>Adopted:</i>	<i>Prior to 1974</i>
<i>Revised:</i>	<i>9/23/75</i>
<i>Revised:</i>	<i>7/17/84</i>
<i>Related Materials/Procedures:</i>	<i>Teacher Evaluation Procedure</i>
	<i>Faculty Handbooks - various schools</i>
	<i>Negotiated Agreements w/B.E.A.</i>
	<i>Administrative Handbook</i>

GENERAL PERSONNEL POLICIES

The following documents have been adopted/ratified by the Brunswick School Board and are on file at the Office of the Superintendent of Schools:

Affirmative Action Plan

Employment Policies covering:

- Building Administrators
- Administrative Secretaries
- Cafeteria Workers
- Resource Assistants and Tutors
- School Nurses
- School Physicians
- Substitutes

Negotiated Agreements with:

- Brunswick Education Association
- Brunswick Association of Paraprofessionals and Non-Teaching Personnel
- Local 2010, Council 74, AFSCME, AFL-CIO (Maintenance and Transportation)

FILE: GBEBD

to become
DJH

PURCHASING AND CONTRACTING: PROCUREMENT STAFF CODE OF CONDUCT

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Violations

Employees of the Brunswick School Department who violate this code of conduct may be subject to discipline, up to and including termination of employment, and if appropriate, referral to law enforcement.

Legal Reference: EDGAR Part 74 Title 34 – Administration of Grants and Agreements.
EDGAR Part 80 Subpart C, Section 80.20, 80.36
DIE Administrative Letter 6 - 9/18/2006 – NCLB Fiscal Compliance

Adopted: 3/11/09

EXTENDED SCHOOL YEAR SERVICES

It is the policy of the Brunswick School Department to provide extended school year services during the summer months when ordered by the student's I.E.P.

In making its determination about whether to provide extended school year services, the I.E.P. shall make an individualized assessment of whether the student is at risk of losing skills previously mastered and of being unable to recoup those skills in a reasonable time. In particular, the I.E.P. shall reasonably calculate whether the child will experience severe or substantial regression during the summer months in the absence of a summer program. In those cases where the benefits accrued to the child during the regular school year will be significantly jeopardized if the student is not provided with a summer program, the I.E.P. should order the program.

Determinations about whether a student requires extended year services should draw upon the evaluative data in the possession of the I.E.P. and may consider the following factors:

1. The nature and severity of the student's impairment;
2. Whether the student's I.E.P. contains goals and objectives that are necessary to attain self-sufficiency and independence from caregivers;
3. Whether the student is failing or likely to fail to achieve I.E.P. objectives due to an interruption in services;
4. The extent of regression caused by an interruption in educational programming; and
5. The rate of recoupment following an interruption of services.

The I.E.P. may make determinations on extended year programs based upon empirical data of actual regression and recoupment problems or upon reasonable calculations that such problems are likely, given the child's unique needs.

Reference: 34 CFR 300.309
Prescriptive Extended School Year Service form in Parent Handbook
Reviewed: 4/98
Adopted: 5/13/98

ORGANIZATION OF INSTRUCTION

I. KINDERGARTEN

Kindergarten classes shall be organized for those youngsters who will have reached the age of five on or before October 15 of the current school year in accordance with the state law. A full year of kindergarten work or its equivalent shall normally be a prerequisite for admission to Grade 1.

Adopted: Prior to 1974

Revised: 7/17/84

Statutory Reference: 20-A:1(15); 5201(2B)

II. ELEMENTARY SCHOOLS

Elementary schools shall be organized on the basis of a five (5) year course consisting of elementary grades 1 through 5.

Adopted: Prior to 1974

Statutory Reference: 20-A:1(10)

III. JUNIOR HIGH SCHOOL

The Junior High School shall be organized on the basis of a three (3) year course consisting of grades 6, 7, and 8.

Adopted: Prior to 1974

Statutory Reference: 20-A:4406

IV. HIGH SCHOOL

The Senior High School shall be organized on the basis of a four (4) year course consisting of grades 9, 10, 11, and 12.

Adopted: 8/13/74

Revised: 6/29/76

Revised: 7/17/84

*Related Materials/Procedures: Administrative Handbook
School Calendar*

Statutory Reference: 20-A:4801-4805

INDEPENDENT STUDY

All students who make up a course to be used for graduation credit through a tutoring or independent study program must receive prior approval from the High School Principal of the course content, duration of the course, and the person who will serve as tutor or supervisor of the independent study. Upon completion of a tutoring program, the student must pass an examination in accordance with procedures established by the Principal. In order to receive credit for an independent study program, the program must comply with all State laws and regulations related to course credit.

The Principal may waive the prior approval requirement when (1) prior approval was not practical and (2) content, duration, and the tutor are approvable after the fact.

The Brunswick School Board does not accept correspondence courses for graduation credit.

<i>Adopted:</i>	<i>Prior to 1974</i>
<i>Revised:</i>	<i>7/17/84</i>
<i>Revised:</i>	<i>7/16/85</i>
<i>Related Materials/Procedures:</i>	<i>High School Course of Study</i> <i>State Regulations</i>
<i>Statutory Reference:</i>	<i>20-A Chapter 207-A Subchapter III-SS 4</i>

EQUAL EDUCATIONAL OPPORTUNITY

The Brunswick School Board recognizes the obligation under Chapter I of the Education Consolidation and Improvement Act of 1981 to provide equivalence among schools with an enrollment of over 100 pupils.

1. In teachers, administrators and auxiliary personnel, and
2. In the provision of curriculum materials and instructional supplies

To this end, the Superintendent of Schools shall prepare and retain an annual summary, in a format approved by the Board, which shall document the extent to which equivalence has been achieved.

The Brunswick School Board reaffirms a commitment to:

1. provide equivalence in educational programs to the pupils of each school.
2. provide equivalence in staffing among schools, and provide programs for the handicapped in compliance with the requirements of applicable statutes.

Adopted: 6/21/83
Related Materials: Chap. I, ECIA, Summary

FILE: KC

COMMUNITY INVOLVEMENT

The Brunswick public school system supports effective, continuing community involvement at all levels in every school. Schools will encourage this involvement, communication and training, decision-making and collaboration, in an effort to implement the school system's goals and to realize the plans of individual schools.

Adopted: 11/13/96

**BRUNSWICK PUBLIC SCHOOL
COMMUNITY INVOLVEMENT POLICY STATEMENT**

Rationale

In order to establish collaboration between neighborhoods and schools, the schools must develop and expand effective community involvement programs. Increased involvement in all schools by civic, business, university, college, and parent groups will create a positive bond, a tie that will produce a stronger educational system and improve the quality of life for the citizens of Brunswick.

Policy

The Brunswick public school system supports effective, continuing community involvement at all levels in every school. Schools will encourage this involvement, providing communication and training, decision-making and collaboration, in an effort to implement the school system's goals and to realize the plans of individual schools.

The Concept of Parent/Community Involvement

The Brunswick public school system recognizes that parent, community, business, and higher education involvement are critical to student development and to success in learning. The promotion of partnerships can lead to improving children's welfare and to improving scholastic achievement. In addition, inter-agency collaboration and community partnerships can provide essential support for school programs through human and physical resources and funding. The school system also recognizes that other city agencies play a critical role in supporting our goals, particularly in the areas of health and social services.

Research shows that schools in all communities are capable of mobilizing parents and the ongoing support of those parents will reinforce the schools' curricular goals.

Each school in the Brunswick School Department providing services to Title I students will develop a parent compact.

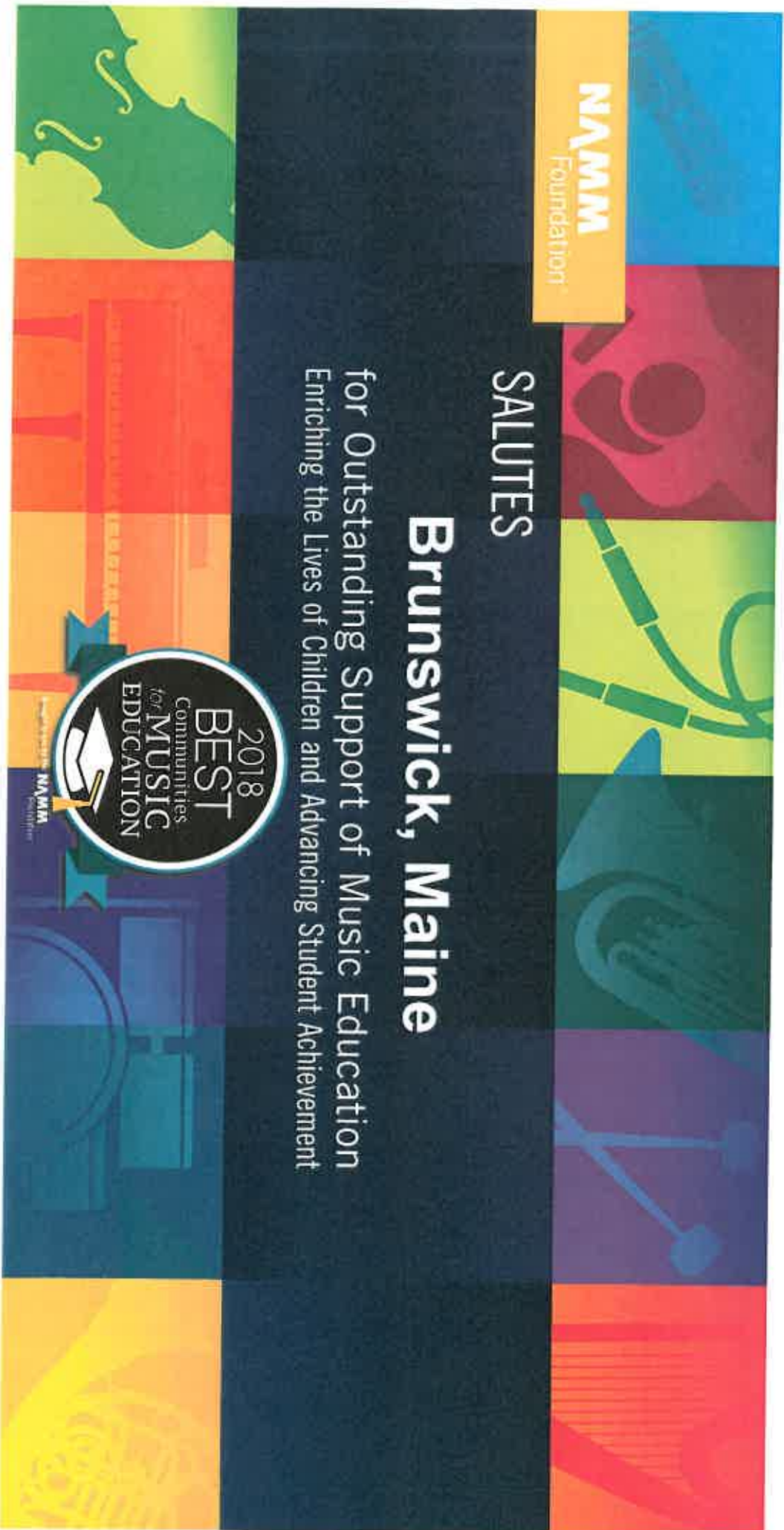
Adopted: 11/13/96

NAMM
Foundation

SALUTES

Brunswick, Maine

for Outstanding Support of Music Education
Enriching the Lives of Children and Advancing Student Achievement





Section 1

What are the Best Communities for Music Education (BCME) and SupportMusic Merit Award (SMMA) Programs?

BCME is a signature program of The NAMM Foundation that recognizes and celebrates school districts and schools for their support and commitment to music education and efforts to assure access to music for all students as part of a well-rounded education.

The BCME Award for school districts and the SMMA Award for individual schools offer opportunities to increase awareness and support for music programs. The materials in this PR toolkit help recognized districts and schools spread the good news about this national recognition and raise the visibility of music education offerings.

A variety of nationally known organizations act as advisors for the BCME program, including [Americans for the Arts](#), [League of American Orchestras](#), [The Mr. Holland’s Opus Foundation](#), [Music for All](#), [Music Teachers National Association](#), [National Guild For Community Arts Education](#), [Yamaha Corporation of America](#), [Young Audiences](#) and [VH1 Save The Music Foundation](#).

What is the difference between the Best Communities for Music Education Award and the SupportMusic Merit Award?



The Best Communities for Music Education Award recognizes a school district for its commitment to and support of music education.



A SupportMusic Merit Award recognizes an individual school (public, private, parochial or charter) for their commitment—and support of—music education. It is a “school-only” distinction awarded as part of the Best Communities for Music Education program.

How was my community or school selected?

Your program was selected based on an application submitted by a representative of your district or school, which provided information about funding, staffing, commitment to standards and access to music instruction. Data was analyzed statistically and verified via a follow-up audit by researchers at the University of Kansas.

What does it mean to my community or school that we received the designation?

The award recognizes and celebrates the commitment of school administrators, community leaders, teachers and parents who believe in music education and are working to ensure that it is part of a well-rounded education for all children. Over the 19 years of the survey, this designation has helped school music programs maintain and, in many cases, increase funding for music education programs. The award highlights music as a national education issue and shows what your school or community is doing to provide opportunities for music learning. The award also enables educators to draw attention to music programs that are sometimes overlooked or not fully understood by members of the public beyond the school community.

What is The NAMM Foundation?

The NAMM Foundation is a nonprofit organization supported in part by The National Association of Music Merchants (NAMM) and its approximately 10,300 members around the world. Our mission is to advance active participation in music making across the lifespan by supporting scientific research, philanthropic giving and public service programs. For more information about The NAMM Foundation, please visit nammfoundation.org.



Section 3

Fact Sheet: Benefits of Music Education

According to the results of a July 2014 Harris Poll®

- **Seven in ten Americans (71 percent)** say that the learning and habits from music education equip people to be better team players in their careers.
- **Two-thirds (66 percent) of Americans** say that music education prepares someone to manage the tasks of their job more successfully.
- **Three in five Americans (61 percent)** say music education provided a disciplined problem solving approach, and 59 percent say it prepared people to manage tasks more successfully.
- **Four out of five Americans (80 percent)** believe their music education has contributed to their level of personal fulfillment.

Educational Benefits

- **87 percent of teachers and 79 percent of parents** strongly believe music education has a positive impact on overall academic performance and improves cognitive function. [Source: NAMM Foundation and Grunwald Associates, LLC, (2015), *Striking a Chord: The Public's Hopes and Beliefs for K-12 Music Education in the United States.*]
- A 2013 study published in *The Journal of Neuroscience* found that **adolescent centered studies show that even very basic rhythm abilities, such as tapping to a beat, relate with reading skills.** [Source: White-Schwoc, T., Woodruff Carr, Anderson, S., Strait, D.L., Kraus, N., (2013), "Older adults benefit from music training early in life: Biological evidence for long-term training-driven plasticity," *The Journal of Neuroscience.*]
- According to Dr. Nina Kraus's work with the Harmony Project, **students who are involved in music are not only more likely to graduate high school, but also to attend college as well.** [Source: Krause N., Slater J., Thompason E.C., Hornickel J., Strait D.L., Nicol T. & White-Schwoc T., (2014), "Auditory learning through active engagement with sound: Biological impact of community music lessons in at-risk children." *Frontiers in Auditory Cognitive Neuroscience.*]

Cognitive Benefits

- **A few years of musical training early in life improves how the brain processes sound,** and the benefits of early exposure to music education last well into adulthood, years after the training has ceased. [Source: Strait, D.L. Kraus N., (2014), "Biological impact of auditory expertise across the life span: musicians as a model of auditory learning." *Hearing Research.*]
- According to research published in a 2014 article in *Parents* magazine, **learning how to play percussion instruments helps children develop coordination and motor skills** because they require movement of the hands, arms and feet. [Source: Kwan, A. (2013), "6 Benefits of Music Lessons," *Parents.*]

Social Benefits

- **Taking music lessons offers a space where kids learn how to accept and give constructive criticism,** according to research published in *The Wall Street Journal* in 2014. [Source: Lipman, J. (2014), "A Musical Fix for American Schools," *The Wall Street Journal.*]
- A 2014 Harris Poll® found that music education lays the foundation for individual excellence in group settings, **creative problem solving and flexibility in work situations.** [Source: The Harris Poll®, (2014).]

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2018
BEST
Communities
for **MUSIC**
EDUCATION

Brought to you by The **NAMM** Foundation®



2018 | Best Communities for Music Education
and SupportMusic Merit Award

**BRUNSWICK SCHOOL DEPARTMENT
REVENUE AND EXPENSE REPORT FOR APRIL 30, 2018**

School Year 2017-18

Revenues	Approved 06/13/17	Adjustments	Revised Budget	Revenues through 04/30/18	Encumbrances	Remaining Bal.	% Collected
Unapprop. Fund Bal.	\$ 2,611,364.00		\$ 2,611,364.00	\$ 2,611,364.00	\$ -	\$ -	100.00%
State Subsidy	\$ 9,914,775.00	\$ 600,000.00	\$ 10,514,775.00	\$ 9,051,653.53	\$ 1,491,174.89	\$ 28,053.42	86.09%
Local Share	\$ 24,707,992.00	\$ (200,000.00)	\$ 24,507,992.00	\$ 24,507,992.00	\$ -	\$ -	100.00%
Tuition	\$ 71,338.00		\$ 71,338.00	\$ 56,196.52	\$ -	\$ (15,141.48)	78.78%
Misc.	\$ 63,000.00		\$ 63,000.00	\$ 69,345.91	\$ -	\$ 6,345.91	110.07%
Other (Local Nutrition)	\$ 110,000.00		\$ 110,000.00	\$ 110,000.00	\$ -	\$ -	0.00%
Total Revenue	\$ 37,478,469.00	\$ 400,000.00	\$ 37,878,469.00	\$ 36,406,551.96	\$ 1,491,174.89	\$ 19,257.85	96.11%

Expenses By Warrant Number	Approved 06/13/17	Adjustments	Revised Budget	Expended Through 04/30/18	Encumbrances	Remaining Bal.	% Remaining	% Expended & Encumbered
1 Regular Instruction	\$ 16,114,873.12	\$ 183,999.00	\$ 16,298,872.12	\$ 10,431,817.49	\$ 5,136,205.90	\$ 730,848.73	4.48%	95.52%
2 Spec. Ed. Instruction	\$ 5,462,310.22		\$ 5,462,310.22	\$ 3,665,240.29	\$ 1,649,367.25	\$ 147,702.68	2.70%	97.30%
3 CTE	\$ 881,756.00		\$ 881,756.00	\$ 808,276.59	\$ 73,479.41	\$ -	0.00%	100.00%
4 Other Instruction	\$ 750,171.29	\$ 28,000.00	\$ 778,171.29	\$ 534,755.96	\$ 33,877.53	\$ 209,537.80	26.93%	73.07%
5 Student & Staff Support	\$ 3,332,439.05	\$ 165,201.00	\$ 3,497,640.05	\$ 2,370,191.15	\$ 938,633.79	\$ 188,815.11	5.40%	94.60%
6 System Administration	\$ 1,007,763.00	\$ 22,800.00	\$ 1,030,563.00	\$ 799,968.66	\$ 177,433.12	\$ 53,161.22	5.16%	94.84%
7 School Administration	\$ 1,593,750.00		\$ 1,593,750.00	\$ 1,210,548.14	\$ 322,943.23	\$ 60,258.63	3.78%	96.22%
8 Transportation	\$ 1,822,046.60		\$ 1,822,046.60	\$ 1,513,191.65	\$ 303,561.78	\$ 5,293.17	0.29%	99.71%
9 Operation & Maintenance	\$ 4,522,678.86		\$ 4,522,678.86	\$ 3,088,465.94	\$ 521,145.76	\$ 913,067.16	20.19%	79.81%
10 Debt Service	\$ 1,766,894.86		\$ 1,766,894.86	\$ 1,754,458.29	\$ -	\$ 12,436.57	0.70%	99.30%
11 All Other	\$ 110,000.00		\$ 110,000.00	\$ 110,000.00	\$ -	\$ -	0.00%	100.00%
12 Adult Education	\$ 113,786.00		\$ 113,786.00	\$ 113,786.00	\$ -	\$ -	0.00%	100.00%
Total Budget	\$ 37,478,469.00	\$ 400,000.00	\$ 37,878,469.00	\$ 28,400,700.16	\$ 9,156,647.77	\$ 2,321,121.07	6.13%	93.87%

Undesignated 06/30/17	\$ 3,885,181.00
Used to offset 17/18 taxes	\$ (2,611,364.00)
Balance	\$ 1,273,817.00
Unexpended to date	\$ 2,321,121.07
(Un)collected to date	\$ 19,257.85
Undesignated estimate	\$ 3,614,195.92

Brunswick School Board

Strategic Plan: Multiple Collaborations

Where We Want To Be

Our students embrace learning with joy, resilience, and empathy reflecting the support and trust of our community; our staff are trusted, talented, and innovative professionals who work together to support, educate, and inspire our students; and our schools are the heart of our community.

MISSION: What We Do

We provide a comprehensive, rigorous, and student-centered program. We equip students with the skills necessary to communicate effectively, to think critically and creatively, to confront challenges with resilience, and to engage with the larger world with thoughtfulness and empathy.

We offer a curriculum and programs that are responsive to the needs of individual students, we cultivate the talents of an outstanding staff, we sustain relationships that allow us to draw strength from our considerable community resources, and we encourage students to participate actively in their own education.

Objectives (January-August 2018)

STUDENT SUCCESS

- Understand and reflect on recent changes within the district, based on information provided by administration, including REAL school presence in Brunswick, talent development and differentiation within the classroom, and recommendations from superintendent's advisory committee for innovative programming.
- Conduct survey of families who have considered or selected other school options (charter, private, homeschool).
- Support administrative, committee, and board decisions that are responsive to the needs of all students, and that encourage understanding of diversity and equity within our learning communities.

PROFESSIONAL EXCELLENCE

- Support and model positive, proactive communication practices that build trust and respect.
- Conduct workshop, with presentation from administration, to understand professional development needs.
- Develop opportunities to showcase achievements and to recognize and excellence and innovation of our educators.

COMMUNITY COLLABORATION

- Provide information to develop community understanding of issues related to proficiency-based learning and innovative pathways.
- Invite legislative representatives to meet and discuss issues.
- Identify opportunities for collaboration with other districts.
- Select name for new elementary school.
- Review information and coordinate conversation about potential changes to school start times.

Naming of the New School

Attached are survey results for naming the new school.

The Naming the New School Sub-Committee supports the following names:

Androscoggin Elementary School

Kate Furbish Elementary School

Margaret Chase Smith Elementary School

The sub-committee is also submitting, but not supporting, the following names:

Jordan Acres Elementary School

Joshua Chamberlain Elementary School

**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

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

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

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,
MAINE DEPARTMENT OF EDUCATION

Robert G. Hasson, 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	\$ 3140.00	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	\$ 1000.00	Non-Members	\$ 0.00
System Administration	\$ 67,000.00		
School Administration	\$ 6640.00	<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	\$ 1100.00		
 <u>Carryover/Disbursements:</u>	\$ 52,890.00		
TOTAL EXPENDITURES, CARRYOVER, DISBURSEMENTS	\$ 131,770.00	TOTAL REVENUES	\$ 131,770.00