

**REGULAR MEETING OF RSU NO. 5 BOARD OF DIRECTORS**  
**WEDNESDAY – JANUARY 23, 2019**  
**FREEPORT HIGH SCHOOL– LIBRARY**  
**6:30 P.M. REGULAR SESSION**  
**AGENDA**

1. Call to Order:  
The meeting was called to order at \_\_\_\_\_p.m. by Chair Michelle Ritcheson
2. Attendance:

___ Kathryn Brown	___ Michelle Ritcheson
___ Jeremy Clough	___ Lindsay Sterling
___ Candace deCsipkes	___ Valeria Steverlynck
___ Jennifer Galletta	___ Madelyn Vertenten
___ Erica Giddinge	___ Clay Canterbury – Student Representative
___ John Morang	___ Rhea Fitzpatrick - Student Representative
___ Maura Pillsbury	
3. Pledge of Allegiance:
4. Consideration of Minutes:  
A. Consideration and approval of the Minutes of December 12, 2018 as presented barring any errors or omissions.  
  
Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_
5. Adjustments to the Agenda:
6. Good News & Recognition:  
A. Report from Board's Student Representative (10 Minutes)
7. Public Comments: (10 Minutes)
8. Reports from Superintendent:  
A. Items for Information
  1. District Happenings (5 Minutes)
  2. Retirements (effective at the end of the school year) & Resignations (3 Minutes)
    - Linda Woodard – PES 3<sup>rd</sup> Grade Teacher (Retirement)
    - Joe Cormier – FMS Health/PE Teacher (Retirement)
    - Beth Markelon – MSS Classroom Teacher (Retirement)
    - Shenel Kavanaugh – MSS Educational Technician (Resignation)
9. Administrator Reports:  
A. Finance – Michelle Lickteig (3 Minutes)  
B. Update on 2018-2019 District Goals – Becky Foley (15 Minutes)
10. Board Comments and Committee Reports:  
A. Board Information Exchange and Agenda Requests (10 Minutes)  
B. Finance Committee (2 Minutes)  
C. Strategic Communications (2 Minutes)  
D. Policy Committee (2 Minutes)

11. Policy Review:

A. Consideration and approval of the following Policies (1<sup>st</sup> Read) (30 Minutes)

JIC – System-Wide Student Code of Conduct

DJ – Bidding/Purchasing Requirements

IKFA – Early Graduation

IKFB – Graduation Exercises

AD – Educational Mission and Vision

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_

12. Unfinished Business:

A. Consideration and approval to enter into an Interlocal Agreement for the Greater Sebago Education Alliance Regional Service Center. (15 Minutes)

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_

13. New Business:

A. Region 10 Technical High School – Nancy Weed, Superintendent/Director (30 Minutes)

B. Consideration and approval of the 2019-2020 School Calendar (1<sup>st</sup> Read). (20 Minutes)

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_

C. Presentation of Superintendent's 2019-2020 Recommended Budget (20 Minutes)

14. Personnel:

NA

15. Public Comments: (10 Minutes)

16. Executive Session: (30 Minutes)

A. To enter into Executive Session as outlined in 1 M.R.S.A § 405(6)(A) for the purpose of discussing the Superintendent's Evaluation Performance Goals.

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_

Time In \_\_\_\_\_ Time Out \_\_\_\_\_

17. Action as a Result of Executive Session:

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_

18. Adjournment:

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ Vote: \_\_\_\_\_ Time: \_\_\_\_\_

Item # 4.A.

**RSU No. 5 Board of Directors Meeting  
Wednesday, December 12, 2018 – 6:30 p.m.  
Freeport High School - Library  
Meeting Minutes**

(NOTE: These Minutes are not official until approved by the Board of Directors. Such action, either to approve or amend and approve, is anticipated at the January 9, 2019 meeting).

- 1. CALLED TO ORDER:**  
Chair Michelle Ritcheson called the meeting to order at 6:34 p.m.
- 2. MEMBERS PRESENT:** Kathryn Brown, Jeremy Clough, Candace deCsipkes, Jennifer Galletta, Maura Pillsbury, Michelle Ritcheson, Lindsay Sterling, Valeria Steverlynck, Madelyn Vertenten. Also in attendance was Clay Canterbury, Student Representative.  
**MEMBERS ABSENT:** Erica Giddinge, John Morang
- 3. PLEDGE OF ALLEGIANCE:**
- 4. CONSIDERATION OF MINUTES:**  
**A. VOTED:** To approve the Minutes of November 28, 2018 as presented.  
(Steverlynck - Sterling) (9 – 0) The student representative voted with the majority.
- 5. ADJUSTMENTS TO THE AGENDA:**  
None
- 6. GOOD NEWS AND RECOGNITION:**  
A. Report from Board's Student Representative
- 7. PUBLIC COMMENT:**  
None
- 8. REPORTS FROM SUPERINTENDENT:**  
A. Items for Information
  1. District Happenings
- 9. ADMINISTRATOR REPORTS:**  
None
- 10. BOARD COMMENTS AND COMMITTEE REPORTS:**  
A. Board Information Exchange and Agenda Requests  
Valy Steverlynck – Looking for information on composting and recycling in the schools.  
Board members discussed creating a sustainability committee.  
Kate Brown – Provided an update on Region 10 Technical High School.  
Jeremy Clough – Provided an update on the status of the Community Programs Committee.  
B. Finance Committee
- 11. POLICY REVIEW:**  
None

**12. UNFINISHED BUSINESS:**

- A. Greater Sebago Education Alliance Discussion with Mick Roy

**13. NEW BUSINESS:**

- A. Discussion on How RSU5 Uses Consultants
- B. Discussion on Weather and Snow Days

**14. PERSONNEL:**

None

**15. PUBLIC COMMENT:**

None

**16. ADJOURNMENT:**

**VOTED:** To adjourn at 9:05 p.m. (Sterling – Vertenten) (9 – 0) The student representative voted with the majority.

  
\_\_\_\_\_  
Becky J. Foley, Superintendent of Schools

Item # 9.A.

RSU #5	General Budget Report	12/31/2018			2018-2019			
Article #	Description	2018-2019		Revised	Expenses	Encumb	Balances	%
		Budget	Transfers	Budget	YTD	YTD	YTD	Remaining
Article 1	Support Staff	\$ 3,436,203.00	\$ -	\$ 3,436,203.00	\$ 1,342,295.62	\$ 10,409.63	\$ 2,083,497.75	60.63%
Article 2	School Administration	\$ 1,536,593.00	\$ -	\$ 1,536,593.00	\$ 735,626.63	\$ 2,752.55	\$ 798,213.82	51.95%
Article 3	Operation of Plant	\$ 4,891,383.00	\$ -	\$ 4,891,383.00	\$ 2,856,607.97	\$ 446,088.74	\$ 1,588,686.29	32.48%
Article 4	Voc. E. Assessment	\$ 74,492.00	\$ -	\$ 74,492.00	\$ 43,453.69	\$ 31,038.35	\$ (0.04)	0.00%
Article 5	School Nutrition/Crossing Guard	\$ 269,645.00	\$ -	\$ 269,645.00	\$ 134,122.50	\$ 134,122.50	\$ 1,400.00	0.52%
Article 6	Instruction K - 12	\$ 13,378,387.00	\$ -	\$ 13,378,387.00	\$ 4,731,816.70	\$ 41,991.42	\$ 8,604,578.88	64.32%
Article 7	Co-Curr. & Athletics	\$ 778,737.00	\$ -	\$ 778,737.00	\$ 302,276.49	\$ 28,690.33	\$ 447,770.18	57.50%
Article 8	District Adminitstration	\$ 928,151.00	\$ -	\$ 928,151.00	\$ 457,579.57	\$ 3,282.73	\$ 467,288.70	50.35%
Article 9	Transportation Services	\$ 1,432,489.00	\$ -	\$ 1,432,489.00	\$ 778,358.14	\$ 52,364.55	\$ 601,766.31	42.01%
Article 10	Debt Services	\$ 1,613,149.00	\$ -	\$ 1,613,149.00	\$ 1,388,452.67	\$ 224,696.33	\$ -	0.00%
Article 11	Special Education Services	\$ 4,606,796.00	\$ -	\$ 4,606,796.00	\$ 1,580,564.42	\$ -	\$ 3,026,231.58	65.69%
	<b>Totals</b>	<b>\$ 32,946,025.00</b>	<b>\$ -</b>	<b>\$ 32,946,025.00</b>	<b>\$ 14,351,154.40</b>	<b>\$ 975,437.13</b>	<b>\$ 17,619,433.47</b>	<b>53.48%</b>

1/23/2019

RSU 5 Board Goals' Update

January 23, 2019

**I. Board Strategic Objective 1:**

***Implementation of Proficiency-based Learning PreK-12***

- Scoring criteria is being implemented and revised as needed
- Pathway to a 4 on summative assessments has been a specific focus in every school
- Math goals established to focus learning in Big Ideas
  - In 6,7,8 adherence to pacing guide has been established and compacting is done when needed by grade level
  - At the middle school level, focus has been on taking apart units to identify key concepts
  - In high school, this is first year of implementation after piloting Algebra I last year. Pacing is being adjusted as needed.
  - Coaching has focused on the learning target and scoring criteria
  - Primary focus of professional development has been on eliciting more student discourse
  - Primary use for professional development has been through Nate Garnett, math coach. Had some summer professional development through a consultant
  - Vertical planning in grades 6-12 has occurred
- Differentiation in Everyday Math
  - Focus has been on supporting more student discourse within program
  - Strategy groups are being utilized in the math workshop model by several teachers
  - Working on key concepts for each unit. This is ongoing work and has not been completed for every unit
- Synthetic Phonics in PreK
  - Initial training happened in July
  - Ongoing progress monitoring has been completed in November and January
  - Consultant has been in district at least twice: January and November
- TC phonics in K
  - TC trainer has provided professional development twice thus far.
  - Support is also provided by literacy coaches
- Improved comprehension skills
  - Success criteria is still being developed

- Professional Development has been focused on increasing comprehension through the interactive read aloud in PreK-5
- Professional Development 6-8 has been focused on increasing comprehension through student discourse in a workshop model
- Units of Study are being implemented at FMS, and phased in more gradually at DCS due to new staff. This is being supported by an outside consultant as well as the literacy coach
- Intervention class at high school is implemented. Students are currently taking the NWEA to monitor progress
- Communication
  - PBE Board Workshops have been completed
  - PBE Committee has met regularly: Sept, Oct, Nov, Jan
  - Updates occurring when needed
- Stakeholder Engagement
  - Q & A have been scheduled
    - Feb 28 at PES from 3:30 - 4:30
    - March 21 at FHS from 9-10:00
    - April 3 at DCS from 6-7:00
- Other
  - PBE parent guide revised PreK-8
  - Board visits to school

## **II. Board Strategic Objective 2:**

### ***Improve Teacher and Administrative Effectiveness***

- Attract and Retain Staff
  - Professional Development is Occurring Weekly at the Building Level that involves collaboration and shared decision making
  - Resources are being provided as needed
  - Data has not been analyzed by job title yet
  - Work satisfaction survey has not been completed. Scheduled to discuss at February B Team Meeting
- Revise evaluation documents
  - Committee formed for ed tech evaluations
  - Tool is completed
  - Currently being piloted
- Evaluation rubrics for psychologists and instructional strategists
  - Rubrics have been drafted
  - Rubrics are in final review stage

- Improve feedback for all staff
  - Ongoing in each building
  - Success criteria being created
  - Schools are trying a variety of ways to improve feedback, i.e. videotaping one's teaching followed by reflection
  - Classroom visits during B Team meetings, and debrief after visitations
  - Mid-year reviews are in progress with administrators
- Creation of school goals
  - All schools have goals and have been presented to the Board
  - Can be viewed at <http://www.rsu5.org/board>
- Communication/Stakeholder
  - Appropriate personnel have been involved
    - Ed techs participated in creation of evaluation tool
    - Staff have created individual goals
    - Leadership Teams involved in finalizing school goals

### **III. Board Strategic Objective 3:**

#### ***Creation of Five Year Strategic Plan (two year goal)***

- Reviewing feedback from survey
  - Completed by Strategic Planning Committee
- Community Forums completed with results shared and themes identified
- Stakeholder Engagement
  - Oct 2, 2018 & Oct. 5, 2018
- Write Strategic Plan
  - Mission/Vision drafted
  - Writing of Strategic Plan to follow
- Communication of Plan
  - Not yet completed
- Board Adoption
  - Not yet completed

### **IV. Board Strategic Objective 4:**

#### ***Incorporate engagement with stakeholders***

- Input from staff
  - Establishing school goals
  - Strategic Planning
  - Board Workshops
  - Board Visits to Schools



- Ed Tech Evaluation
- During revisions of job descriptions
- Leadership Teams are giving input on an ongoing basis at school level
- District Committees
  - PEPG
  - PBE
  - Math Committees
  - Safety Committee
  - Dropout Prevention
- Exit Surveys during Literacy/Math Workshops
- Input from students
  - Board Student Reps
  - Strategic Planning Surveys given to students
  - Student Rep on Strategic Planning Committee
  - Student Rep on PBE
  - Currently looking for student rep for Dropout Prevention
  - Student feedback at Pizza Lunches at FHS
- Input from parents/community
  - Board Meetings
  - Upcoming Q & As
  - PTCs
    - Attended Freeport PTC in fall
    - Scheduled at Pownal and Durham
  - Town Leadership Meeting on November 29, 2019



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**Finance Subcommittee Report**

Date: January 3, 2019

Committee: Finance Committee

Chair: Kate Brown

In attendance: Michelle Ritcheson, John Morang, Kate Brown, Michelle Lickteig

Guests: Valy Steverlynck, Maura Pillsbury

Meeting Date: December 12, 2018

**Agenda Items and Discussion:**

**Next Steps on Cost Sharing:**

Michelle R reviewed information she gathered from the state website on the kinds of cost sharing formulas various districts are using. The majority use valuation only. About 20% use some combination of valuation and pupil count. And about 11% use some other kind of calculation.

Michelle R also put together a spreadsheet of the current cost sharing formula and what it would look like if Freeport received the minimum receivership mil rate and the special education adjustment, with no other changes. Kate did ask Michelle R if she could do variations of valuation and pupil count for the next meeting.

Michelle L was tasked to ask the state that if Pownal should become a minimum receiver, since they are very close, would they receive a special education adjustment? It was found that this rule dates back to the before the RSU was formed and only Freeport will receive this adjustment.

**Next Meeting:**

December 18, 2018 at 5p at Central Office.

Submitted by: Michelle Lickteig, Director of Finance



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### **Finance Subcommittee Report**

**Date:** January 3, 2019

**Committee:** Finance Committee

**Chair:** Kate Brown

**In attendance:** Michelle Ritcheson, Kate Brown, Michelle Lickteig

**Guests:**

**Meeting Date:** December 18, 2018

#### **Agenda Items and Discussion:**

##### **Next Steps on Cost Sharing:**

Michelle R shared her spreadsheet with the variations Kate asked about in the prior meeting. The majority of the meeting was reviewing this spreadsheet.

Kate went through the original minutes of the committee for the formation of the RSU. In it she found state statute laws about cost sharing calculation requirements. The language is confusing, so Kate did ask for some clarification. Michelle L was tasked to send those questions to the attorney for clarification.

##### **Next Meeting:**

January 9, 2019 at 5p at Central Office.

**Submitted by:** Michelle Lickteig, Director of Finance



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## Finance Subcommittee Report

Date: January 17, 2019

Committee: Finance Committee

Chair: Kate Brown

In attendance: Kate Brown, Michelle Ritcheson, John Morang, Michelle Lickteig, Becky Foley

Guests: Dennis Ouellette

Meeting Date: January 16, 2019

### Agenda Items and Discussion:

#### **Track & Field: electrical for PA system and softball field drainage:**

Dennis Ouellette told the committee about a drainage issue that was causing the softball infield materials to move off the interior of the field. The fix for this was two-fold. First, a deep tine aeration was done throughout the field. Second, a small trench was dug around the infield. Both of these fixes have mitigated the movement of the infield materials. Dr. Foley then told the committee about the current balance of funds from the fundraising Tri Track Town has done and what is left for the PA System install. It appears there is about \$20,000 from the fundraising to put towards the PA system that will cost about \$40,000 to install including \$11,000 in electrical to be run for both the PA System and the Snack Shack. Several Boosters organizations are also willing to donate another \$2,200. This will leave approximately \$18,000 left for the RSU to fund. The question was posed to the committee if they were for using any realized savings from the current budget to fund the rest of the PA System. The committee was on board with using savings from the current year. Michelle L is to do a projection to see how much savings there might be to contribute to this project and let the Finance Committee know by February's meeting.

#### **Next Steps on Solar Power:**

Dr. Foley wanted to know what our next steps were for potential Solar Power installation and partnering with the Town of Freeport to help with costs. It was the committee's decision to pass this on to the newly forming Sustainability Committee. They would like more research into this process and the impacts to the school district and the budget. The Finance Committee feels the Sustainability Committee would be more suited to gather this information and give an informed decision to the School Board.

#### **Next Steps on Cost Sharing:**

Michelle L brought an email from Drummond Woodsum to the Committee, in which Finance Committee chair, Kate Brown, posed several questions stemming from research done in a prior Finance Committee meeting regarding the RPC minutes from the original meetings on the formation of the RSU. During the research, questions around the state statutes and how cost sharing formulas should be done were raised. Drummond Woodsum clarified these questions, just to make sure the RSU was in line with the state laws and that if a recommendation to change the formula would be in direct violation of the state statutes. After some discussion on the clarification, it was determined that the next steps would be for Kate to review her original letter to the towns of Durham, Freeport and Pownal and make sure the committee has researched everything the committee and the towns wanted researched and that all back-up documentation of this research is on hand for presentation. Michelle L is to contact a prior RPC member to see if they can answer any additional questions the committee may have at the next meeting. The committee will then review at the next meeting what may be left to research.

#### **Next Meeting:**

January 23, 2019 at 5p at Central Office.

Submitted by: Michelle Lickteig, Director of Finance

Regional School Unit No. 5

17 West St, Freeport, ME 04032 Telephone: 865-0928x25 E-mail: [lickteigm@rsu5.org](mailto:lickteigm@rsu5.org)



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Item # 10.C,

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### **Strategic Communications Subcommittee Report**

**Committee:** Strategic Communications

**Meeting date:** January 4, 2019

**Chair:** Candy deCsipkes

**Committee Members in attendance:** Lindsay Sterling, Becky Foley, Valy Steverlynck

**Members absent:** Candy deCsipkes

#### **Agenda Items and Discussion:**

1. Committee worked on the analysis of the Exit Surveys that have been received over the past year. It was decided to try and finalize the results in a table format to increase readability.
2. Committee also discussed the frequency that the Satisfaction Survey should be distributed. It was decided to wait for all committee members to be present to decide.

The next meeting will be held on March 22, 2019 at 8:30 a.m.

Regional School Unit No. 5

17 West St., Freeport, ME 04032 Telephone: 865-0928x5 E-mail: [mcmanusg@rsu5.org](mailto:mcmanusg@rsu5.org)



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**Policy Subcommittee Report**

**Committee:** Policy

**Meeting date:** December 14, 2018

**Chair:** Candy deCsipkes

**Committee Members in attendance:** Candy deCsipkes, Maddy Vertenten, Kate Brown, Cynthia Alexander

**Guests:** Valy Steverlynck,

Principals: Ray Grogan, Jen Gulko, Lisa Demick

Director of Finance: Michelle Lickteig

**Review/Revise Policies:**

*The following policies were reviewed with no changes recommended.*

JK Student Discipline

JKB Detention of Students

JKD Suspension of Students

KHB Advertising in the Schools

DID Inventories

*The following policies were revised and will be brought to the Board for first read on January 9, 2019*

JJE Student Fundraising Activities

JIC System-Wide Student Code of Conduct

DJ Bidding/Purchasing Requirements

*The following policy will be brought back to the Committee on January 11, 2019.*

DFF Student Activities Funds

The next meeting will be held on, January 11, 2019 at 8:30 a.m.

Submitted by: Cynthia Alexander



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**Policy Subcommittee Report**

**Committee:** Policy

**Meeting date:** January 11, 2019

**Chair:** Candy deCsipkes

**Committee Members in attendance:** Candy deCsipkes, Maddy Vertenten, Kate Brown

**Absent:** Cynthia Alexander

**Guests:** Becky Foley, Superintendent

Michelle Lickteig, Director of Finance

**Review/Revise Policies:**

The following policies were reviewed with no changes recommended.

None

The following policies were revised and will be brought to the Board for first read on January 23, 2019.

DJ Bidding/Purchasing Requirements

IKFA Early Graduation

IKFB Graduation Exercises

AD Educational Mission and Vision

The following policies will be brought back to the Committee on February 8, 2019.

IKB Homework

JLDBG Reintegration of Students from Juvenile Correctional Facilities

DFF Student Activities Funds

The next meeting will be held on, February 8, 2019 at 8:30 a.m.

Submitted by: Cynthia Alexander



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Item #11.A.

TO: Kathryn Brown, Jeremy Clough, Candace deCsipkes, Jennifer Galletta, Erica Giddinge, John Morang, Maura Pillsbury, Michelle Ritcheson, Lindsay Sterling, Valeria Steverlynck, Madelyn Vertenten, Clay Canterbury, Rhea Fitzpatrick

CC: Julie Nickerson, Lisa Demick, Kelli Rogers, Ray Grogan, Erin Dow, Dennis Ouellette, Will Pidden, Craig Sickels, Jim Grant, Peter Wagner, Jen Gulko, Bonnie Violette, Emily Grimm, Darren Carter, Charlie Mellon, Michelle Lickteig, Anne-Marie Spizzuoco, Beth Daniels, Deanna Coro, Pauline Gillis, Shawn McBean, Kristy Johnson, Dorothy Curtis, Eugenia O'Brien, Hank Ogilby, Lisa Blier, Linda Pritchard, Jennifer Winkler, Nancy Drolet, Nancy Dyer, Jessica Sturges, Laurie Allen, Crystal Boucher

FROM: Cynthia Alexander, Assistant Superintendent of Curriculum, Instruction, and Assessment

DATE: January 15, 2019

RE: Review/Update of Policies

At the January 23, 2019 Board of Directors Meeting, the following policies will be on the agenda for 1<sup>st</sup> Read. The policies are attached.

1<sup>st</sup> Read Policies

JIC – System-Wide Student Code of Conduct  
DJ – Bidding/Purchasing Requirements  
IKFA – Early Graduation  
IKFB – Graduation Exercises  
AD – Educational Mission and Vision

The following policies were reviewed with no recommended revisions and require no Board action.

JK – Student Discipline  
JKB – Detention of Students  
JKD – Suspension of Students  
KHB – Advertising in the Schools  
DID – Inventories



## **SYSTEM-WIDE STUDENT CODE OF CONDUCT**

Ethical and responsible student behavior is an essential part of the educational mission of our schools. To that end, the Board has developed this System-Wide Code of Conduct with input from school staff, students, parents and the community. The Code defines our expectations for student behavior and provides the framework for a safe, orderly and respectful learning environment.

### **Article 1— Standards for Ethical and Responsible Behavior**

The Code of Conduct is intended to support and encourage students to meet the following state-wide standards for ethical and responsible behavior:

- Respect
- Honesty
- Compassion
- Fairness
- Responsibility
- Courage

### **Article 2— Code of Conduct**

All students are expected to comply with the Code of Conduct and all related Board policies and school rules. The Code applies to students:

- on school property,
- while in attendance at school or at any school-sponsored activity, or
- at any time or place that such conduct directly interferes with the operations, discipline or general welfare of the school.

### **Article 3— General Behavior Expectations**

The following expectations for student behavior are fundamental to a safe, orderly and respectful environment in our schools. Each student should:

1. Be courteous to fellow students, staff and visitors.
2. Respect the rights and privileges of other students and school staff.
3. Obey all Board policies and school rules governing student conduct.
4. Follow directions from school staff.
5. Cooperate with staff in maintaining school safety, order and discipline.
6. Attend school regularly.

7. Meet school standards for ~~grooming and~~ dress.
8. Respect the property of others, including school property and facilities.
9. Refrain from cheating or plagiarizing the work of others.
10. Refrain from vulgarity, profanity, obscenity, lewdness, and indecency.

#### **Article 4— Discipline**

Violations of the Code of Conduct may result in positive and restorative interventions and/or disciplinary action. Administrators have the discretion to tailor discipline to the facts and circumstances of the particular case. Consequences will range from a verbal warning for minor misconduct up to and including expulsion for the most serious offenses. Behavior that also violates the law may be referred to law enforcement authorities.

~~See Policies:~~

~~JK— Student Discipline~~  
~~JKB— Detention of Students~~  
~~JKD— Suspension of Students~~  
~~JKE— Expulsion of Students~~

#### **Article 5— Expectations**

The following is a summary of the school unit's expectations for student behavior. In many cases, the Board has adopted policies that address these expectations in greater detail. Students, parents and others should refer to the policies and student handbooks for more information about the expectations and consequences. In case of an inconsistency between this Code of Conduct, Board policies and/or school handbooks, Board policies will prevail.

##### **A. Violence and Threats**

Students shall not engage in violent or threatening behavior. Prohibited behavior includes fighting, assault and/or battery, taking hostages, threats to commit violence against persons or property, or threats, intimidation, or harassment. Violations may result in disciplinary action up to and including expulsion.

~~See Policies:~~

~~JICIA— Weapons, Violence and School Safety~~  
~~JICK— Bullying~~  
~~EBCC— Bomb Threats~~

##### **B. Weapons**

Students shall not possess or use weapons of any kind (examples include but are not limited to firearms, explosives and knives). Students also shall not use any object, although not necessarily designed to be a weapon, to inflict bodily harm and/or to

threaten, intimidate, coerce or harass another person (examples include but are not limited to bats, lighters, tools and toy weapons). Firearms violations will result in expulsion in accordance with state and federal statutes; other weapons violations may result in disciplinary action up to and including expulsion.

~~See Policies:~~

~~JICIA—Weapons, Violence and School Safety~~  
~~JICK—Bullying~~

C. Hazing

Hazing is prohibited. Maine law defines injurious hazing as “any action or situation, including harassing behavior that recklessly or intentionally endangers the mental or physical health of any school personnel or a student enrolled in a public school.” No student shall plan, encourage or engage in such activities in connection with any school program or activity, including extracurricular, co-curricular and athletic activities. Students who engage in hazing activities are subject to suspension, expulsion and/or other appropriate disciplinary measures.

~~See Policy—ACAD—Hazing~~

D. Discrimination and Harassment/Sexual Harassment

Students should not discriminate against other students on the basis of race, color, sex, religion, ancestry, national origin or disability. Nor should students harass one another on the basis of race, color, sex, sexual orientation, religion, ancestry, or national origin or disability. Sexual harassment is also prohibited. Harassment is grounds for disciplinary action up to and including expulsion.

~~See Policies:~~

~~AC—Nondiscrimination~~  
~~ACAA—Harassment and Sexual Harassment of Students~~

E. Bullying

Students shall not engage in bullying behavior, including unwanted physical contact, acts or communications of any kind that: 1) damage a student’s property; place a student in reasonable fear of physical harm and/or damage his/her property; and/or disrupt the instructional program or the orderly operation of the school; and/or 2) is so severe that it creates a hostile educational environment for the student who is bullied. Violations may result in disciplinary action up to and including expulsion from school.

~~See Policy—JICIA—Weapons, Violence and School Safety~~

F. Drug and Alcohol Use

Students shall not distribute, possess, use or be under the influence of any alcoholic beverage, drug, look-alike substance or other prohibited materials and/or substances as described in Board policy. Violations may result in disciplinary action up to and including expulsion from school.

~~See Policy — JICH — Drug and Alcohol Use by Students~~

G. Tobacco Use and Vaping

Students shall not smoke, use, possess, sell or distribute any tobacco products. This prohibition also applies to e-cigarettes and products and paraphilia associated with “vaping.” Violations of this policy may result in disciplinary action up to and including suspension from school.

~~See Policy — ADC — Tobacco Use and Possession~~

H. Conduct on School Buses

Students must comply with all Board policies and school rules while on school buses. Students who violate these policies and rules on a school bus may have their riding privileges suspended or revoked, and may also be subject to additional disciplinary action, up to and including expulsion, depending upon their particular violation.

~~See Policy — JICC — Student Conduct on School Buses~~

I. ~~Computer~~ Technology/Internet Use

Students may use school ~~computers~~ technology devices, networks and Internet services only for educational purposes and other purposes authorized by the school unit. Students shall comply with all policies and rules governing acceptable use. Unacceptable use may result in use restrictions suspension or cancellation of ~~computer~~ technology privileges as well as additional disciplinary and/or legal action.

~~See Policy — IJNDB — Student Computer and Internet Use~~

**Athletic/Co-Curricular Activities**

Students must follow all RSU No. 5 Board policies and school rules while participating in athletics and co-curricular activities. Students who violate policies and rules may be subject to suspension or removal from the team/activity as well as additional disciplinary action under applicable Board policies and/or school rules.

**Article 6— Removal of Disruptive/Violent/Threatening Students**

1. Students who are disruptive, violent or threatening death or bodily harm to others may be removed from classrooms, school buses, or other school property when necessary to maintain order and safety. The staff member who orders the student removed should arrange to have the student escorted to the office or other designated location.
2. If a student does not comply with a staff member's order to leave, the staff member will contact an administrator, or, if not available, another suitable person, who shall respond promptly.
3. Staff members should not use physical force or restraint, except to the minimum extent necessary to protect any person from imminent physical harm. Staff members are not required to take action that puts them at risk of serious injury.
4. The responding administrator will take appropriate action. If the student fails to obey verbal directions, force or restraint may be used only to the minimum extent necessary to protect any person from imminent physical harm or to quell a disturbance. Whenever practicable, law enforcement should be called to restrain or physically remove the non-complaint student. The administrator may invoke the school unit's crisis response plan if appropriate.

~~See 20-A MRSA § 4009—Protection from Liability~~  
~~See Comprehensive Emergency Management Plan~~

**Article 7— Special Services**

1. **Referral.** The school unit has adopted policies and procedures for determining when a student shall be referred for special services.

~~See Policies:~~

~~IHBAA—Referral/Pre Referral Policy of Students with Disabilities~~  
~~IHBAC—Child Find~~

2. **Review of Individual Educational Plan.** The school shall schedule an IEP meeting to review the IEP of a student who has been removed from class when: a) school officials and/or the parent believes the student may present a substantial likelihood of injury to himself/herself or other; b) the class removals are sufficient to constitute a change in the student's special education program; or c) school officials or the parent believes that the student's behavior may warrant a change in educational programming.

~~See Policy—JKF—Disciplinary Removals of Students with Disabilities~~

**Article 8— Referrals to Law Enforcement Authorities**

The Superintendent and administrators have the authority to seek the assistance of law enforcement authorities when there is a substantial threat to the safety of the schools, students or staff. The Superintendent/administration may also inform law enforcement authorities when they have reason to suspect that a student or staff member may have violated a local, state or federal statute. All serious offenses, as determined by the Superintendent, must be reported to law enforcement authorities.

See Policies:

~~KLGA—Relations with Law Enforcement Authorities, OR  
KLGA—Relations with School Resource Officers and Law  
Enforcement Authorities~~

**Article 9— Dissemination of System-Wide Student Code of Conduct**

The System-Wide Student Code of Conduct shall be distributed to staff, students and parents through handbooks and/or other means selected by the Superintendent and building administrators.

Cross Reference: AC – Nondiscrimination

ACAA – Harassment and Sexual Harassment of Students

ACAD – Hazing

ADC – Tobacco Use and Possession

EBCC – Bomb Threats

IHBAA – Referral/Pre-Referral Policy of Students with Disabilities

IHBAC – Child Find

IJNDB – Student Computer and Internet Use

JICC – Student Conduct on School Buses

JICH – Drug and Alcohol Use by Students

JICIA – Weapons, Violence and School Safety

JICK – Bullying

JK – Student Discipline

JKB – Detention of Students

JKD – Suspension of Students

JKE – Expulsion of Students

JKF – Disciplinary Removals of Students with Disabilities

KLGA – Relations with Law Enforcement Authorities

Legal Reference: 20-A MRSA §§ 254 (11); 1001 (15), (15-A)

Adopted: March 24, 2010

Revised: January 23, 2013

Revised: \_\_\_\_\_

## BIDDING/PURCHASING REQUIREMENTS

The Board of Directors expect all purchases made by the school unit to be consistent with applicable laws and sound business practices. The Superintendent shall be responsible for developing and implementing administrative procedures for bidding and purchasing consistent with this policy.

This policy is intended solely as an internal guide to purchasing by the school unit. It does not afford any vendor any property or contractual rights against the school unit. No vendor shall have any enforceable rights against the school unit based upon this policy or alleged violations of this policy. No vendor shall have any rights against the school unit until such time as a written contract between the vendor and the school unit is executed by the vendor and an authorized representative of the school unit.

### A. Bidding Required by Law

Maine law requires the Board to competitively bid property and casualty insurance; school bus and transportation contracts in excess of \$4,000; school building construction, alterations and repairs over ~~\$25,000~~ \$250,000 (except contracts for professional architectural and engineering services); and bond anticipation notes for state-subsidized school construction projects.

### B. Competitive Bidding of Other Purchases

Where bidding is not required by law, it shall be the policy of the school unit to competitively bid purchases of equipment, supplies, materials or services over \$10,000.00 provided that it is practical and cost-effective to specify the materials or services with sufficient particularity to allow meaningful comparison of bids.

If competitive bidding is not utilized, the Superintendent may seek Requests for Proposals (RFP) for purchases over \$10,000.00. An RFP identifies the need the school unit intends to meet, but permits the vendor to propose the manner in which the work is to be performed and the materials to be used.

The Superintendent may forego the competitive bid or RFP process only when he/she determines that quality, expertise, time factors, or other important considerations outweigh the possible benefits of bidding or requesting proposals. In each such case, the Board shall be informed of the Superintendent's decision and the reasons for it in advance of entering into a contract.

### C. Procedures for Bidding and Requesting Proposals

The method of notification that the school unit uses to solicit bids and proposals shall be reasonably designed to attract qualified vendors. Depending upon the circumstances, such notification may include public advertising and/or mailing of notices to potential vendors. The Board shall be notified prior to solicitation of bids or proposals in excess of \$25,000.

**Bid Procedures**

- A. The notification shall specify the deadline for submitting bids and the time and place of bid opening. Bid alternates shall be permitted at the discretion of the Superintendent. The notice shall reserve the right of the school unit to reject any or all bids, and to waive technical or immaterial non-conformities in bids if in the best interest of the school unit, and to exercise judgment in evaluating bids.
- B. **Written bids.** Bids shall be in writing, sealed with outside envelope or wrapper plainly marked "Bid, not to be opened until (insert appropriate date)," and mailed or filed with the Superintendent of the unit.
- C. **Time of opening.** A Board member or employee of the school unit may not open a bid until the appointed time.
- D. **Public opening.** At the time and place stated in the public notice, and open to the public, all bids shall be opened by the Superintendent/*designee* or, in the Superintendent's absence or disability, by any Board member designated for the purpose by the Chair of the Board of Directors.
- E. **Reading.** If any citizens who are not Board members or employees of the school unit or if any representatives of the press are present, bids shall, at that time, either be made available for examination by them or shall be read aloud in a manner to be heard plainly by those in attendance.
- F. In general, the Board will award contracts to the lowest bidder which the Superintendent and Board deem can satisfactorily fulfill the contract.

**RFP Procedures**

- A. Proposals should be submitted in plain envelopes clearly marked "Proposal, not to be opened until (state time and date)." The RFP shall state the time and date that proposals shall be opened, and no proposals shall be opened before that time. Public opening is not required.
- B. Proposals are to be evaluated based on criteria appropriate for the project in question, and the contract will be awarded to the vendor whom the Superintendent and Board deem best able to meet the requirements of the school unit.

Legal Reference: 5 MRSA § 1743-A (ALL)  
 20-A MRSA §§ 1001(14), 5401(13)(D); 5402 (ALL)  
 20-A MRSA § 1314 (MSAD)  
~~§ 13-e (Maine State Committee of Education Rules for School Construction~~  
~~— Projects) (ALL)~~  
 20-A MRSA § 1492 (RSU)  
Me. DOE Rule Ch.61(Rules for Major Capital School Improvement Projects)  
Me. DOE Rule Ch. 64 (Rules for Maine School Facilities Program and School  
Revolving Renovation Fund Program)  
34 CFR parts 74 and 80 (Education Department General Administrative  
Regulations ("EDGAR") (for federal awards made prior to 12/26/2014)



2 CFR part 200 (Uniform Administrative Requirements) (for federal awards  
made on or after 12/26/2014)

Cross Reference:     DJ-R – Federal Procurement Manual  
                              DJH – Purchasing and Contracting: Procurement Staff Code of Conduct

Adopted: January 27, 2010  
Revised: November 30, 2011  
Reviewed: April 30, 2014  
Revised: \_\_\_\_\_

## EARLY GRADUATION

All students are required to enroll in a minimum of 6 full-time subjects each school year. However, this does not eliminate the possibility of students graduating after completing three years of high school.

Junior students who acquire credits in all courses required by the state and the school unit, which gives a total accumulation of ~~22~~ 24 units, may receive their high school diplomas at the end of the junior year.

Before registration for the junior year, the student and parent/guardian must notify the high school administration, in writing, that they wish the student to complete his/her high school requirements at the conclusion of the student's junior year. High school administration may consider students who apply during their junior year on a case by case basis.

After this notification, and prior to registering for courses, the student and parent/guardian will have a conference with the Principal/designee and guidance counselor to discuss the request.

The student will be awarded a high school diploma at the conclusion of the student's junior year if all courses are successfully completed, if the student has met State standards and other local requirements, and if the student and parent or guardian fully approve at that time.

Students who enroll after the junior year in a college from which credits are transferred back to the high school are also eligible to receive a high school diploma after all credits have been earned. Prior to the conclusion of the junior year, the student and parent/guardian will notify the high school administration, in writing, that they wish the student to complete his/her high school requirements at a college where the student has been accepted. The student and parent/guardian will confer with the Principal and guidance counselor to agree on a course of study that will fulfill high school requirements. On successful completion of the courses, the student will be awarded a high school diploma.

Cross Reference:     IKF – Graduation Requirements  
                             IKFC – High School Credits for Pre-High School Courses

Adopted:     February 24, 2010  
Reviewed:    December 12, 2012  
Revised:     \_\_\_\_\_

## GRADUATION EXERCISES

It is the policy of the Board of Directors that only students who have fulfilled all requirements for graduation be permitted to participate in the annual diploma ceremony of Freeport High School.

Students who are not eligible to participate in the diploma ceremony for reasons beyond their control or responsibility may apply to the High School ~~Administrator, including Guidance~~ Principal for a limited waiver of this policy in order to attend other activities centered around graduation. In order to be granted this waiver the student must demonstrate all of the following:

- 1) That the student had consistently utilized his or her best efforts to comply with the rules and policies of the school;
- 2) That the student has a firm plan for completing his or her studies at the earliest possible time; and
- 3) That the student brought a written request for a waiver to the Principal at the earliest possible opportunity.

If the High School ~~Administrator~~ Principal, including with input from Guidance, find that the student has met these requirements and that granting the waiver would be in the best interest of both the student and his or her class, then the Principal may waive the policy to the extent that the student may participate in any or all senior activities other than the diploma ceremony.

Any appeal of an action pursuant to this policy is to the Superintendent.

Adopted: February 24, 2010

Reviewed: December 12, 2012

Revised: \_\_\_\_\_

## EDUCATIONAL MISSION AND VISION

### **Our Mission:**

~~To provide our students with a world-class education that will challenge minds, engage creativity, develop self-discipline, and advance inherent strengths.~~

### **Our Vision:**

- ~~• Our schools provide a safe, engaging environment that fosters a passion for life-long learning.~~
- ~~• Our educators are mentors dedicated to providing our students with the knowledge and skills that will help them adapt to our changing world.~~
- ~~• Our community supports the concept that each individual—be they student, educator, parent, or community member—bears responsibility to the success of our mission.~~
- ~~• All stakeholders understand that financial responsibility is a facet of each decision that is made and tirelessly seek the resources to support our mission and vision.~~

### **RSU 5 Mission:**

To inspire and support every learner by challenging minds, building character, sparking creativity, and nurturing passions.

### **RSU 5 Vision:**

#### **Our Students:**

In RSU5, learners become healthy, compassionate and responsible citizens who contribute to their local and global communities. Students are creative problem solvers and critical thinkers who communicate effectively in an evolving world.

#### **Our Learning:**

RSU5 responds to individual needs and prepares students to thrive in their personal and professional lives. Learning is personalized to challenge students and explore their passions. Students choose from a variety of diverse and engaging experiences, including opportunities for active, experiential, real-world learning.

#### **Our Culture/Community:**

In RSU5, students learn in joyful environments that are physically and emotionally safe. The school culture fosters well-being, respect, and curiosity while challenging students with clearly defined and rigorous expectations. Partnerships involving parents and community inspire and support enriched learning for all students.

Students graduate as compassionate, honest, respectful and responsible citizens who learn and contribute to their communities for life.

Legal Reference: TITLE 20-A MRSA SEC. 4511.3, A

Adopted: April 28, 2010  
Reviewed: December 8, 2010  
Reviewed: November 20, 2013  
Revised: \_\_\_\_\_

**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. § 15623-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]

Memorandum

To: RSU5 Board of Directors  
Cc: Nancy Drolet, CEA President  
FR: Cynthia Alexander, Asst. Superintendent  
DA: January 17, 2019  
RE: Proposed 2019-2020 School Calendar

The proposed 2019-2020 school calendar will be presented to you for first read at the January 23, 2019 Board of Directors' meeting. It will be on the agenda for final approval at the February 13, 2019 Board of Directors' meeting.

Students will continue to start school just after Labor Day. The calendar provides 5.5 days of Professional Learning throughout the school year. In addition to the 2 days of Professional Learning prior to the first student day, 3 full days of Professional Learning Days will occur in October, February, and March thus providing an uninterrupted flow of student learning from December through February break. Our .5 Professional Learning Day will be held in early November.

We will continue with two early release days moving the first early release day from early February to early April, with the second early release day remaining in early May.



# RSU5 School Calendar 2019-2020

AUGUST/SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER					JANUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		PLD	PLD			1	2	3	4					1	2	3	4	5	6			1	2	3
2	3	4	5	6	7	8	9	10	PLD	4	5	6	7	PLD	9	10	11	12	13	6	7	8	9	10
9	10	11	12	13	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
16	17	18	19	20	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
23	24	25	26	27	28	29	30	31		25	26	PC	28	29	30	31				27	28	29	30	31
30																								
20 8/28&29 Professional Learning Day 2 Labor Day 9/3 First Student Day PreK-9 9/4 All PreK-12 Students					21 11 Professional Learning Day 14 National Holiday					16 8 Professional Learning Day (1/2) 11 Veterans Day 27 Professional Compensation Day 28-29 Thanksgiving Break					15 23-31 December Vacation					21 1 New Years Day 20 Martin Luther King, Jr. Day				
FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
					2	3	4	5	6			ER	2	3					1	1	2	3	4	5
3	4	5	6	7	9	10	11	12	PLD	6	7	8	9	10	4	5	ER	7	8	8	9	10	11	12
10	11	12	13	PLD	16	17	18	19	20	13	14	15	16	PC	11	12	13	14	15	15	*16	*17	*18	*19
17	18	19	20	21	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	*22	23	24	25	26
24	25	26	27	28	30	31				27	28	29	30		25	26	27	28	29	29	30			
14 14 Professional Learning Day 17 Presidents' Day 18-21 February Vacation					21 13 Professional Learning Day					16 1 Early Release - Half Day 17 Professional Compensation Day 20 Patriots' Day 21-24 April Vacation					20 6 Early Release - Half Day 25 Memorial Day					11 14 Graduation 15 Last day - If No Snow Days Half Day Schedule Students * Storm Make up Days (16-22)				



NO SCHOOL - Holiday/Vacation



PROFESSIONAL LEARNING DAY - No Students (5 1/2)



PROFESSIONAL COMPENSATION DAY - No Students (2)



EARLY RELEASE FOR STUDENTS - Half Day Schedule (2)



LAST DAY OF SCHOOL-(If no snow days)-PK-12 HALF DAY Storm Make-up days if needed: 6/16-6/22

Date Adopted by Board of Directors:

Draft #3 1-8-19