

# School Referendum Question 1

## 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.

**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.

- 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.

- 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.

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.

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

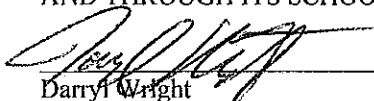
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Date

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

\_\_\_\_\_  
Susana Measelle Hubbs  
Chair of the School Committee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
  
Darryl Wright  
Chair of the School Committee

\_\_\_\_\_  
7/31/18  
Date

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

\_\_\_\_\_  
Anna Trevorrow  
Chair of the Board of Education

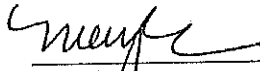
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Date

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 Hoise  
Chair of the Board of Education

7/9/18  
Date

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

\_\_\_\_\_  
Jim Violette  
Chair of the School Committee

\_\_\_\_\_  
Date

MAINE SCHOOL ADMINISTRATIVE  
DISTRICT NO. 6

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

\_\_\_\_\_  
Date

MAINE SCHOOL ADMINISTRATIVE  
DISTRICT NO. 15

\_\_\_\_\_  
Tina Martell  
Chair of the School Board

\_\_\_\_\_  
Date

REGIONAL SCHOOL UNIT NO. 5

\_\_\_\_\_  
Michelle Ritcheson  
Chair of the School Board

\_\_\_\_\_  
Date

REGIONAL SCHOOL UNIT NO. 14

\_\_\_\_\_  
Diana Froisland  
Chair of the School Board

\_\_\_\_\_  
Date

APPROVED BY THE COMMISSIONER,

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

\_\_\_\_\_  
Mary House  
Chair of the Board of Education

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jim Violette  
Chair of the School Committee

\_\_\_\_\_  
Date

MAINE SCHOOL ADMINISTRATIVE  
DISTRICT NO. 6

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

\_\_\_\_\_  
Date

MAINE SCHOOL ADMINISTRATIVE  
DISTRICT NO. 15

\_\_\_\_\_  
*Tina Martell*  
Tina Martell  
Chair of the School Board

\_\_\_\_\_  
*5-17-18*  
Date

REGIONAL SCHOOL UNIT NO. 5

\_\_\_\_\_  
Michelle Ritcheson  
Chair of the School Board

\_\_\_\_\_  
Date

REGIONAL SCHOOL UNIT NO. 14

\_\_\_\_\_  
Marge Govoni  
Chair of the School Board

\_\_\_\_\_  
Date



INTERLOCAL AGREEMENT FOR THE  
GREATER SEBAGO EDUCATION ALLIANCE REGIONAL SERVICE CENTER

**SCHEDULE A**  
**FISCAL YEAR FY 2019 GSEA BUDGET**

<b>EXPENDITURES, CARRYOVER, DISBURSEMENTS</b>		<b>REVENUES</b>	
<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		
<b>TOTAL EXPENDITURES, CARRYOVER, DISBURSEMENTS</b>	<b>\$ 131,770.00</b>	<b>TOTAL REVENUES</b>	<b>\$ 131,770.00</b>

City Charter Change  
Question 2

Order 28-18/19  
Tab 40 7-16-18

ETHAN K. STRIMLING (MAYOR)  
BELINDA S. RAY (1)  
SPENCER R. THIBODEAU (2)  
BRIAN E. BATSON (3)  
JUSTIN COSTA (4)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

KIMBERLY COOK (5)  
JILL C. DUSON (A/L)  
PIOUS ALI (A/L)  
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER PLACING CHARTER AMENDMENT  
ON NOVEMBER 6, 2018, MUNICIPAL BALLOT  
RE: 42-DAY FINANCE REPORTS REQUIRED FOR MUNICIPAL CANDIDATES**

**ORDERED**, that the following question is hereby placed on the  
November 6, 2018, Regular Municipal Election ballot:

[Language to be added is underlined.]

Shall the City approve the Charter Amendment to Article IV, §11,  
printed below:

**Section 11. State election laws applicable.**

The laws of the state in Title 21-A of the Revised Statutes relating to the qualifications of electors, registration, the manner of voting, the duties of election officials, and all other particulars in respect to preparation for conducting and managing elections, so far as they may be applicable, shall govern all municipal elections in the City of Portland, except as provided below regarding 42-day pre-election reports and as otherwise provided herein.

In addition to the reports required for municipal candidates by Title 21-A of the Maine Revised Statutes, 42-day pre-election reports must be filed by municipal candidates no later than 11:59 p.m. on the 42nd day before the date on which a general election is held and must be complete as of the 49th day before that date.

Nothing in this charter shall prohibit the use of electronic or revised voting methods and procedures to the extent authorized by state and/or federal law.

**BE IT FURTHER ORDERED**, that, if approved, said amendment shall take effect on December 6, 2018.

## ATTACHMENT B: PROPOSED AMENDMENT

The proposed amendment would add the underlined language to the City Charter in Article IV, Section 11.

### **Article IV**

#### **Section 11. State election laws applicable.**

The laws of the state in Title 21-A of the Revised Statutes relating to the qualifications of electors, registration, the manner of voting, the duties of election officials, and all other particulars in respect to preparation for conducting and managing elections, so far as they may be applicable, shall govern all municipal elections in the City of Portland, except as otherwise provided herein.

In addition to the reports required for municipal candidates by Title 21-A of the Maine Revised Statutes, 42-day pre-election reports must be filed by municipal candidates no later than 11:59 p.m. on the 42nd day before the date on which a general election is held and must be complete as of the 49th day before that date.

Nothing in this charter shall prohibit the use of electronic or revised voting methods and procedures to the extent authorized by state and/or federal law. (Referenda 11/4/08)