

**REGULAR MEETING OF RSU NO. 5 BOARD OF DIRECTORS
WEDNESDAY– SEPTEMBER 15, 2021
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:

____Jeremy Clough
____Candace deCsipkes
____Lindsey Furtney
____Jennifer Galletta
____Susana Hancock
____Elisabeth Munsen

____Jill Piker
____Maura Pillsbury
____Michelle Ritcheson
____Valeria Steverlynck
____Madelyn Vertenten
____Brady Grogan – Student Representative

3. Pledge of Allegiance:

4. Consideration of Minutes:

A. Consideration and approval of the Minutes of June 9, 2021 and August 25, 2021 as presented barring any errors or omissions.

Motion: _____ 2nd: _____ 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: (15 Minutes)

A. Items for Information

1. Opening of School
2. Summer Resignations/Retirements/Professional Staff Hires
3. Board of Directors Member Code of Ethics Annual Acknowledgement

9. Administrator Reports:

NA

10. Board Comments and Committee Reports:

NA

11. Policy Review:

NA

12. Unfinished Business:

A. Board's Workplan for 2021-2022 (30 Minutes)

B. Consideration and approval of RSU5 District Goals for 2021-2022 (20 Minutes)

Motion: _____ 2nd: _____ Vote: _____

13. New Business:

MLTI

A. Consideration and approval to authorize and approve the execution and delivery of a master lease purchase agreement; and approving the execution and delivery of Schedule No. 1 of the master lease purchase agreement as attached. (10 Minutes)

Motion: _____ 2nd: _____ Vote: _____

B. Consideration and approval to authorize and approve the execution and delivery of a master lease purchase agreement; and approving the execution and delivery of Schedule No. 2 of the master lease purchase agreement as attached. (10 Minutes)

Motion: _____ 2nd: _____ Vote: _____

C. FY23 Budget Timeline (10 Minutes)

D. Consideration and approval of a delegate and alternate to the Maine School Boards Association Annual Delegate Assembly at the Annual Fall Conference. (10 Minutes)

Motion: _____ 2nd: _____ Vote: _____

E. Discussion of the MSBA 2021 Proposed Resolutions (20 Minutes)

14. Personnel:

NA

15. Public Comments: (10 Minutes)

16. Executive Session:

A. Consideration and approval 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.

Motion: _____ 2nd: _____ Vote: _____

Time In _____ Time Out _____

17. Action as a Result of Executive Session:

NA

18. Adjournment:

Motion: _____ 2nd: _____ Vote: _____ Time: _____

Item #4

**RSU No. 5 Board of Directors Meeting
Wednesday, June 9, 2021 – 6:30 p.m.
Freeport High School - Cafeteria / Hybrid Remote Meeting
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 September 8, 2021 meeting).

1. CALLED TO ORDER:

Chair Michelle Ritcheson called the meeting to order at 6:34 p.m.

2. MEMBERS PRESENT: Jeremy Clough, Candace deCsipkes, Lindsey Furtney, Susana Hancock, Angela King-Horne (arrived at 6:45 p.m.), Elisabeth Munsen, Maura Pillsbury, Michelle Ritcheson, Valeria Steverlynck, Madelyn Vertenten

MEMBERS ABSENT: Jennifer Galletta and the Student Representative

3. PLEDGE OF ALLEGIANCE:

4. CONSIDERATION OF MINUTES:

A. VOTED: To approve the minutes of May 26, 2021. (Pillsbury – Steverlynck) (9 – 0)

5. ADJUSTMENTS TO THE AGENDA:

Addition of Item #15. B.

6. GOOD NEWS AND RECOGNITION:

A. Recognition of Retirees

B. Report from Board's Student Representative - No report

7. PUBLIC COMMENT:

Christine Lyons, Freeport

8. REPORTS FROM SUPERINTENDENT:

A. Items for information

1. District Happenings

2. 2021-2022 Board of Directors Meeting Schedule

3. Resignations/Retirements

-John Curry - MLS Educational Technician (resignation at the end of the school year)

-Joyce May - MSS Educational Technician (retirement effective November 17, 2021)

-Risa Causey - PES Educational Technician (resignation at the end of the school year)

-Jess Wall - MSS Educational Technician (resignation at the end of the school year)

-Jenn Murch - DCS Educational Technician (resignation at the end of the school year)

-Talya Edlund - PK-5 Math Strategist (resignation at the end of the school year)

9. ADMINISTRATOR REPORTS:

None

10. BOARD COMMENTS AND COMMITTEE REPORTS:

None

11. POLICY REVIEW:

A. VOTED: To approve 2nd Read of the following policies. (Munsen – Hancock) (10 – 0)

1. JKD - Suspension of Students
2. JKF - Disciplinary Removal of Students with Disabilities

12. UNFINISHED BUSINESS:

A. VOTED: That the Computation and Declaration of Votes dated June 9, 2021 and attached hereto be approved;

That the Computation and Declaration of Votes be entered upon the records of Regional School Unit No. 5;

That a certified copy of the Computation and Declaration of Votes be sent to each of the municipal clerks within the Regional School Unit; and

That the foregoing Computation and Declaration shall be signed by a majority of the School Board, and that these signatures may be made electronically, by execution of counterparts, or in person at the convenience of the members of the School Board.

(Hancock – Steverlynck) (10 – 0)

B. VOTED: That the Warrant for Assessment of Tax and the Assessment Schedule and Notice of Installments for each member municipality prepared by the Treasurer for fiscal year 2021-2022 be approved and be issued in form presented to this meeting; and that the Treasurer be authorized and directed to deliver to each member municipality its Warrant for Assessment of Tax and its Assessment Schedule and Notice of Installments. (Hancock – Munsen) (10 – 0)

13. NEW BUSINESS:

A. VOTED: To authorize the Superintendent to hire staff between June 10, 2021 and the first Board meeting in September 2021. (King-Horne – Steverlynck) (10 – 0)

B. VOTED: That pursuant to section 1485(4) of Title 20-A, the Finance Committee be authorized to transfer not more than 5% of the total appropriation for any cost center in the FY22 operating budget to another cost center or among other cost centers, provided that the total FY22 fiscal year operating budget shall not be increased by such transfers. (Steverlynck – Hancock) (10 – 0)

C. VOTED: To authorize the following athletic cooperative agreements for the 2021-2022 and 2022-2023 school years (two-year cycle). (Pillsbury – King-Horn) (10 – 0)

- A. Nordic Skiing Cooperative Individuals with Brunswick
- B. Girls Ice Hockey Cooperative Team with Yarmouth
- C. Alpine Skiing Cooperative Team with Brunswick
- D. Boys Ice Hockey Cooperative Team with TBD

14. ORGANIZATIONAL BUSINESS:

A. VOTED: To appoint Michelle Ritcheson as Chair for the RSU No. 5 Board of Directors (to take effect July 1, 2021) (Munsen - deCsipkes) (10 – 0)

B. VOTED: To appoint Elisabeth Munsen as Vice-Chair for the RSU No. 5 Board of Directors (to take effect July 1, 2021) (Hancock - Vertenten) (10 – 0)

C. VOTED: To add, delete, or consolidate committees and make annual appointments.
(Steverlynck – King-Horne) (10 – 0)

1. Negotiations (Professional) – Hancock, Ritcheson, Galletta
Negotiations (Support) – deCsipkes, Furtney
2. Policy – deCsipkes, Vertenten, Furtney
3. Finance - Clough, Munsen, Ritcheson
4. Strategic Communications Committee - deCsipkes, Steverlynck, Vertenten
5. RSU5 Community Programs Advisory Committee - Pillsbury
6. Maine Region 10 Technical High School Board – deCsipkes, VanNostrand (Community)
7. Dropout Prevention Committee – Furtney
8. Stipend Review Committee – Galletta, Vertenten
9. Student Centered Learning Committee - Vertenten, Munsen
10. Freeport Cable TV Board - Hancock
11. Freeport Performing Arts Center Advisory Committee - Vertenten
12. Safety Committee – Clough, Pillsbury
13. Wellness Committee - Steverlynck
14. School Attorney - Drummond Woodsum
15. School Physician - Dr. Stephanie Phelps

15. PERSONNEL:

VOTED To employ the following teachers for the 2021-2022 School Year
(Vertenten – Pillsbury) (10 – 0)

A. Tara Cloutier as a Math Teacher at FHS for the 2021-2022 School Year.

B. Melissa McQuilkin as a Math Teacher at FHS for the 2021-2022 School Year.

16. PUBLIC COMMENT:

None

17. EXECUTIVE SESSION:

VOTED: 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. (Furtney – Munsen) (10 – 0)

Time In: 8:33 p.m.

Time Out: 9:07 p.m.

18. ACTION AS A RESULT OF EXECUTIVE SESSION:

VOTED: To extend the Superintendent's contract one year until 2024, increase the salary 3% for the 2021-2022 school year beginning July 1, 2021 and increase the annuity by \$3,000.

(Steverlynck – Vertenten) (10 – 0)

19. ADJOURNMENT:

VOTED: To adjourn at 9:09 p.m. (Pillsbury – Vertenten) (10 – 0)


Becky J. Foley, Superintendent of Schools

**RSU No. 5 Board of Directors Meeting
Wednesday, August 25, 2021 – 4:00 p.m.
Freeport High School - Cafeteria
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 September 15, 2021 meeting).

1. CALLED TO ORDER:

Chair Michelle Ritcheson called the meeting to order at 4:05 p.m.

2. MEMBERS PRESENT: Candace deCsipkes, Lindsey Furtney, Jennifer Galletta, Susana Hancock (left at 9:15 p.m.), Jill Piker (left at 5:16 p.m.) Elisabeth Munsen, Maura Pillsbury, Michelle Ritcheson, Valeria Steverlynck (left at 9:00 p.m.), Madelyn Vertenten, Brady Grogan, Student Representative (left at 5:10 p.m.)

MEMBERS ABSENT: Jeremy Clough

3. PLEDGE OF ALLEGIANCE:

4. ADJUSTMENTS TO THE AGENDA:

None

5. PUBLIC COMMENT:

None

6. NEW BUSINESS:

An additional Public Comment session was added before the Board vote on Item 6.A.
Joe Migliaccio, Freeport

A. VOTED: To approve the 2021-2022 RSU5 Reopening of School Plan.
(Hancock - Vertenten) (10 – 0) The student representative voted with the majority.

7. WORKSHOP: BOARD RETREAT

EXECUTIVE SESSION: (only the Boardsmanship portion of the Workshop was held in Executive Session)

VOTED: To enter into Executive Session as outlined in 1 M.R.S.A § 405(6)(E) to consult with legal counsel on the legal rights and duties of the School Board. (Furtney – Galletta) (9 – 1 Galletta)

Time In: 5:15 p.m.

Time Out: 6:45 p.m.

8. ADJOURNMENT:

VOTED: To adjourn at 9:50 p.m. (Vertenten – Munsen) (7 – 0)



Becky J. Foley, Superintendent of Schools

Professional staff hired during the summer

Meghan Larochelle - DCS Literacy Specialist/Specials

James Flynn - FHS Science

Mandy Andreason - FHS Guidance

Jonathan Torsch - FHS Math

Luke Engelbert - FHS Life Science

Genevieve Rumsey - MSS Kindergarten

Lydia Anderson - GaTE

Mark Oliver - FHS Special Education

Erika Hanson - DCS Reading

Matthew Howard - FHS Social Worker

Brendan Boss - MSS Physical Education

Employees who resigned after the June Board Meeting

Megan Murrow - MSS Kindergarten

Julia Grocholl - DCS Ed Tech

Joni Hewitt - MSS Ed Tech

Jose Gouveia - FMS Ed Tech

Kris Parkin - FHS Special Education

Megan Kemna - FHS Social Worker

Andra Fillmore - MSS Ed Tech

Elicia Niemiec - MSS Physical Education

Kyle Goodrich - FMS Ed Tech

Tim Ryan - FHS Ed Tech

Brittany Casinelli - MSS Ed Tech

Breana Harmon - FMS Nutrition

James Wood - Maintenance, Fields and Grounds

Lorrie Spaulding - PES Bus Driver/Custodian (retirement)

Dona Sickels - FMS Ed Tech (retirement)

BOARD OF DIRECTORS MEMBER CODE OF ETHICS

Having accepted the challenge of service on the Board, members accept the principles set forth in the following code of ethics to guide them in helping to provide free public education to all the children of RSU No. 5.

Each Board member shall:

- A. view service on the Board of Directors as an opportunity to serve their community, state, and nation because of the belief that public education is the best means to promote the welfare of our people and to preserve our democratic way of life.
- B. at all times think of children first and base their decisions on how they will affect children, their education, and their training.
- C. make no disparaging remarks, in or out of the Board of Directors meetings, about other members of the Board or their opinions.
- D. remember at all times that as an individual they have no legal authority outside the meetings of the Board of Directors, and that they will conduct their relationships with the school staff, the local citizenry, and all media of communications on the basis of this fact.
- E. recognize that their responsibility is not to operate the schools but to see that they are well operated.
- F. seek to provide education for all children in the community commensurate with their needs and abilities.
- G. listen to all citizens but refer all complaints to the proper authorities, and discuss such complaints only at a regular meeting after failure of administrative solution.
- H. abide by a decision graciously once it has been made by the majority of the Board of Directors.
- I. not criticize employees publicly, but make such criticism to the Superintendent for investigation and action, if necessary.
- J. make decisions openly after all facts bearing on a question have been presented and discussed.
- K. refuse to make promises as to how they will vote on a matter that should properly come before the Board of Directors as a whole.

- L. not discuss the confidential business of the Board of Directors at home, on the street, at work, or any location other than during a Board of Directors executive session.
- M. confine his/her Board of Directors action to policy making, planning, and appraisal, leaving the administration of the schools to the Superintendent.
- N. welcome and encourage cooperation and participation by teachers, administrators, and other personnel in developing policies that affect their welfare and that of the children they serve.
- O. endeavor at all times to see that schools have adequate financial support within the capabilities of the community and state, in order that every child may receive the best possible education.
- P. resist every temptation and outside pressure to use their position as a Board member to benefit themselves or any individual or agency apart from the total interest of the school unit.
- Q. endeavor to attend every regular and special Board of Directors meeting recognizing that their presence means representation for their town. If it is not possible for an extended length of time, give consideration to resigning from the position on the Board of Directors.
- R. recognize at all times that the Board of Directors of which they are a member is an agent of the state, and as such, shall abide by the laws of the state and the regulations formulated by the Maine Department of Education and by the State Board of Education.

The Board shall read this policy at the beginning of each school year and each member will sign the acknowledgement form. Any new members to the Board will read this policy and sign acknowledgement during Board orientation.

Cross Reference: BCA-E Board of Directors Member Code of Ethics Annual
Acknowledgement Form

Adopted: October 28, 2009
Reviewed: January 26, 2011
Reviewed: December 18, 2013
Revised: October 23, 2019

**BOARD OF DIRECTORS MEMBER CODE OF ETHICS ANNUAL
ACKNOWLEDGEMENT FORM**

As an RSU No. 5 Board member I, _____, have read the
Board of Directors Member Code of Ethics policy (BCA) and will abide by the code of ethics set
forth.

Signature: _____ Date: _____

Approved: October 23, 2019

**2021-2022 RSU5 Board Work Plan
Draft 9-7-21**

August 25, 2021 Retreat

Review Board Self-Evaluation
District Goals for 2021-2022
Code of Ethics

September 15, 2021

Budget Timeline
Board Vote on 2021-2022 District Goals
Review Work Plan
MSMA Fall Conference Delegate & Alternate
MSMA Resolutions
Executive Session - Set Supt's Performance Goals

September 29, 2021

MSS Update (Good News, etc.)
MSS Goal Review
NESDEC Enrollment
Policies

October 13, 2021

MLS Update (Good News, etc.)
MLS Goal Review
Long-range Capital Improvement Plan/Goal Review

October 27, 2021 @ PES

PES Update (Good News, etc.)
PES Goal Review
Responsive Classroom
Policies

November 3, 2021

FMS Update (Good News, etc.)
FMS Goal Review
FHS Goal Review
Community Programs Report/Goal Review

November 17, 2021 @ DCS

DCS Update (Good News, etc.)
DCS Goal Review
Nutrition Report/Goal Review
Athletics Report/Goal Review
Board Committees (due to Freeport election, if needed)
Policies

December 8, 2021

Instructional Support Report/Goal Review
Technology Report/Goal Review
Policies

January 12, 2022

Interim Progress on District Goals
District Scorecard
Executive Session - Interim Progress on Supt's Performance Goals

January 26, 2022	Superintendent's Recommended Budget - Presented 22-23 School Calendar (1st Read) Policies
February 2, 2022	Budget Review: DCS, FMS, FHS, Athletics FHS Program of Studies
February 9, 2022	Budget Review: MSS, PES, MLS, Inst. Support 22-23 School Calendar (2nd Read) Executive Session on Administrator Contracts
February 16, 2022	Budget Review: Technology, CIA, Nutrition, Community Programs, Facilities & Transp. Policies
March 9, 2022	Review of FY 23 Superintendent's Budget Board Deliberations on Budget
March 16, 2022	6:00-6:30 p.m. Q&A with Individual Board Members regarding FY 23 Budget Review of FY 23 Superintendent's Budget (Supt. Report) Public Input on Budget Board Deliberations on Budget
March 23, 2022	Adopt FY 23 Superintendent's Recommended Budget Policies
April 13, 2022 @ PES	6:00 - 6:30 p.m. Q&A on FY 23 Board Adopted Budget PES Update (Good News, etc.) Signing of Warrants for ABM & Referendum Migration of Students
April 27, 2022 @ DCS	6:00 - 6:30 p.m. Q&A on FY 23 Board Adopted Budget DCS Update (Good News, etc.) Board Committees (due to Durham election, if needed) Policies
May 11, 2022	6:00 - 6:30 p.m. Q&A on FY 23 Board Adopted Budget Appointment of Probationary Teachers Comprehensive Education Plan Executive Session - Superintendent's Evaluation
May 25, 2022 @ DCS	Annual Budget Meeting on FY23 Budget @ DCS (5:00 p.m. Business Mtg Executive Session - Superintendent's Evaluation)
June 8, 2022	Recognize Retirees Schedule of 22-23 Board Meetings 5% Transfer Authority to Finance Committee Policies

June 15, 2022

Computation & Declaration of Votes

Assessment Warrants

Superintendent Authorization to Hire in the Summer

Organizational Business (Chair/Vice Chair, Committees)

Executive Session - Superintendent's Evaluation

Additional Board Agenda Items:

Routine Business Meeting Items - Superintendent's Report, Finance Report, Reports from Board Sub-Committees, Student/Staff recognitions, Report from Student Representatives, two public comment sessions on each agenda

Possible Workshops

- 1. Wellness**
- 2. Curriculum**
- 3. Cost Sharing Formula**
- 4. Other possible workshops**

RSU5 Goals

2021-2022



RSU5's mission is to inspire and support every learner by challenging minds, building character, sparking creativity, and nurturing passions.

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

Goal 1: All RSU5 students experience a joyful learning climate that is safe, nurturing, and fosters curiosity.

Evidence:

- **Strengthen and align all social/emotional development systems.**

Strategic Objective 1.1:	Action Strategies:	Person Responsible	Progress Indicators
Strengthen and align all social/emotional development systems.	E. Implement recommendations per details in the plan: <ul style="list-style-type: none"> a. Enhance FHS/FMS Advisory system b. Professional Development: <ul style="list-style-type: none"> • Trauma Informed Practice • Elementary Responsive Classroom • Advanced Elem Responsive Classroom • Middle School Responsive Classroom 	Assistant Supt. Lead Guidance Counselor 1 Building Administrator Student	E. Documentation of professional development opportunities & advisory systems

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Goal 1: All RSU5 students experience a joyful learning climate that is safe, nurturing, and fosters curiosity.

Evidence: Improvement on assessments collected on District Scorecard

Strategic Objective 1.2:	Action Strategies:	Person Responsible	Progress Indicators
<p>Create multiple opportunities to ensure student voice is encouraged and strengthened at the classroom, school, and district level.</p>	<ul style="list-style-type: none"> A. Identify and assess the effectiveness of all currently existing opportunities for student voice at each school. B. Explore options at each school for increasing student voice, including researching best practices. C. Recommend practices/structures to increase student voice at all levels. D. Implement new practices and structures that increase student voice at all levels. 	<p>Principals at each school</p> <p>Student participation as appropriate</p>	<p>A Documentation of current student voice opportunities/practices</p> <p>B. Minutes/notes of meetings to explore options for increased student voice</p> <p>C. Documentation of recommendations</p> <p>D. Observe and document new and revised practices by May 2022 including student input</p>

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

Goal 1: All RSU5 students experience a joyful learning climate that is safe, nurturing, and fosters curiosity.

Evidence: Improvement on assessments collected on District Scorecard

Strategic Objective 1.4:	Action Strategies:	Person Responsible	Progress Indicators
Strengthen diversity, equity and inclusion practices	<p>A. Complete the audit from MAEC.</p> <p>B. Develop and recommend a plan for improvement based on audit recommendations.</p> <p>C. Continue to revise policies related to equity.</p> <p>D. Continue to implement recommendations of the audit.</p>	<p>Superintendent</p> <p>Assistant Supt.</p> <p>All Staff</p>	<p>A. Document of final audit report</p> <p>B. Document of plan to improve practices</p> <p>C. Adopted policies</p>

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

Goal 2: All RSU5 students regularly engage in meaningful student centered learning

Evidence:

- Improvement on assessments collected on District Scorecard

Strategic Objective 2.2:	Action Strategies:	Person Responsible	Progress Indicators
Expand curricular and extra-curricular choices that respond to students' interests and needs.	A. Catalog and review all current RSU5 curricular and extra-curricular offerings.	Elementary Principal Secondary Principal Assistant Superintendent	A & B: Written documentation of existing offerings, and expressed areas of interest C. Report on options considered for adding programs

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

Goal 2: All RSU5 students regularly engage in meaningful student centered learning

Evidence:

- **Improvement on assessments collected on District Scorecard**

Strategic Objective 2.4:	Action Strategies:	Person Responsible	Progress Indicators
A. Ensure that student growth is measured and communicated in meaningful ways and responds to stakeholder feedback.	A. Identify needed improvements in assessment, grading and reporting practices, based on stakeholder feedback.	Assistant Superintendent Superintendent Student Centered Learning Committee	A. Written report on options considered for improving practices

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

Goal 3: All RSU5 school-parent-community partnerships are based on strong communication and active involvement to support student success.

Evidence: Improvement on assessments collected on District Scorecard

Strategic Objective 3.2:	Action Strategies:	Person Responsible	Progress Indicators
Engage all RSU5 learners in community based learning both in the classroom and out in the community.	A. Identify and assess the effectiveness of current existing school-community learning partnerships.	Assistant Superintendent Building Principals Outreach and Service Learning Coordinator Student	A.Written documentation of existing CBL partnerships B. Documentation of survey and results. C-D. Written recommendation to the Superintendent.

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

Goal 3: All RSU5 school-parent-community partnerships are based on strong communication and active involvement to support student success.

Evidence:

- **Improvement on assessments collected on District Scorecard**

Strategic Objective 3.3:	Action Strategies:	Person Responsible	Progress Indicators
Encourage and support strong staff-parent partnerships to enhance student success.	A. Identify current parental supports. B. Explore/research strategies for improving/expanding/strengthening school-parent partnerships. C. Develop and recommend a plan of action to encourage more and stronger school-parent partnerships	Lead Principal Building Principals 2 Parents	A. Written documentation of existing parent support practices. B. Summary of findings C. Written recommendations to Superintendent

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

Goal 4: RSU5 has well developed and refined finance, facilities, transportation and food service systems to support the learning of all students..

Evidence:

- **Improvement on assessments collected on District Scorecard**

Strategic Objective 4.1:	Action Strategies:	Person Responsible	Progress Indicators
Ensure that all staff and students have quality facilities to meet their needs.	<p>B. Explore options for improving facilities expansions/renovations</p> <ul style="list-style-type: none"> a. Enrollment Study b. Explore the feasibility of renovation or building new facilities <p>C. Make recommendations to Board.</p>	<p>Superintendent</p> <p>Director of Transportation and Facilities</p> <p>Director of Finance</p>	<p>B. Written documentation of options.</p> <p>C. Written recommendations.</p>

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

Goal 4: RSU5 has well developed and refined finance, facilities, transportation and food service systems to support the learning of all students.

Evidence:

- **Improvement on assessments collected on District Scorecard**

Strategic Objective 4.2:	Action Strategies:	Person Responsible	Progress Indicators
Attract and retain highly effective staff	G. Evaluate attrition rate, and other relevant data.	Assistant Superintendent Director of Human Resources Superintendent Strategic Communications Committee	G.Exit Report

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Goal 4: RSU5 has well developed and refined finance, facilities, transportation and food service systems to support the learning of all students.

Evidence:

- Improvement on assessments collected on District Scorecard

Strategic Objective 4.3:	Action Strategies:	Person Responsible	Progress Indicators
Improve and assure student access to the highest quality school nutrition program.	<p>D. Inventory and evaluate major equipment and facilities in all schools, prioritizing repairs and replacement, resulting in an annual maintenance schedule.</p> <p>E. Make recommendations to the Superintendent.</p>	<p>Director of Nutrition</p> <p>Wellness Committee</p> <p>Nutrition Staff</p>	<p>D. Annual Maintenance Schedule</p> <p>E. Written recommendations to the Superintendent/Board</p>

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

Goal 4: RSU5 has well developed and refined finance, facilities, transportation and food service systems to support the learning of all students.

Evidence:

- **Improvement on assessments collected on District Scorecard**

Strategic Objective 4.4:	Action Strategies:	Person Responsible	Progress Indicators
Provide all students transportation that supports their participation in curricular and extra-curricular programs.	<p>C. Make recommendations to improve services for students, with appropriate stakeholder input.</p> <p>D. Implement recommended improvements.</p>	<p>Director of Facilities and Transportation</p> <p>Athletic Director</p> <p>Principal</p>	<p>C. Written recommendations to Superintendent/Finance Committee</p> <p>D. Ongoing reports to Superintendent/Board</p>

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

Goal 4: RSU5 has well developed and refined finance, facilities, transportation and food service systems to support the learning of all students..

Evidence:

- **Improvement on assessments collected on District Scorecard**

Strategic Objective 4.6:	Action Strategies:	Person Responsible	Progress Indicators
Ensure that all facilities are operating efficiently and effectively	<p>A. Conduct Energy Audit to identify needed improvements in RSU 5 facilities.</p> <p>B. Develop and present recommendations for implementing needed improvements to the Board.</p>	<p>Superintendent</p> <p>Director of Transportation and Facilities</p> <p>Director of Finance</p> <p>Sustainability Committee</p>	<p>A. Written report of audit.</p> <p>B. Board agenda.</p>

Item # 13.A.

EXHIBIT C

**RESOLUTION NO. _____ OF REGIONAL SCHOOL UNIT 5
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT.**

WHEREAS, the Regional School Unit 5 (the "School District"), is authorized by the laws of the Maine (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$354,660.74 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

Signatory

Attest: _____

District Clerk



Financial Services
Education Finance

REGIONAL SCHOOL UNIT 5
Schedule No. 1 to
Master Lease Purchase Agreement dated August 16, 2021

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement.....	Yes.....	Yes
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G)		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational)		n/a
8.	Insurance Certificate evidencing coverage		Yes
9.	Ex. F - Incumbency Certificate	Yes.....	Yes
10.	Ex. G - Opinion of Counsel	Yes.....	Yes
11.	First Lease Payment invoice - please forward to accounts payable upon board approval of this lease purchase.		

Please call Gina Victor at 480.419.3914 with any questions.

Original Closing Documents

1. Once documents are signed, please first provide scanned copies of the above items to gvictor@bankunited.com
2. Then mail the originals to

Apple Financial Services
Attention: Gina Victor
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255



Financial Services

Education Finance

Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of August 16, 2021 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Regional School Unit 5 ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to

which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

26. Electronic Signatures. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: Regional School Unit 5
17 West Street
Freeport, ME 04032

BY: _____

BY: _____

TITLE: _____

TITLE: _____

FED TAX ID#: _____

EXHIBIT A**Schedule No. 1 Dated August 16, 2021 to Master Lease Purchase Agreement Dated August 16, 2021**

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 16, 2021 ("Master Lease"), and is effective as of August 16, 2021. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION						
Computer Hardware—See attached Exhibit 1.						
LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	8/16/2021					\$364,878.50
1	9/15/2021	\$170,289.00	\$0.00	\$170,289.00	\$198,481.29	\$194,589.50
2	7/15/2022	\$64,863.17	\$0.00	\$64,863.17	\$132,320.86	\$129,726.33
3	7/15/2023	\$64,863.17	\$0.00	\$64,863.17	\$66,160.43	\$64,863.17
4	7/15/2024	\$64,863.17	\$0.00	\$64,863.17	\$0.00	\$0.00
Totals:		\$364,878.50	\$0.00	\$364,878.50	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$354,660.74 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.7575% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: August 16, 2021

LESSOR: **APPLE INC.**

SIGNATURE: X _____

NAME / TITLE: X _____

DATE: X _____

LESSEE: **REGIONAL SCHOOL UNIT 5**

SIGNATURE: X _____

NAME / TITLE: X _____

DATE: X _____

LESSEE BILLING INSTRUCTIONS:

PO BOX/STREET: _____

CITY, ST ZIP: _____

PERSON/DEPT.: _____

TITLE: _____

PHONE #: _____

EMAIL: _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
under Master Lease Purchase Agreement dated August 16, 2021

#	Product Description	Qty
1	15-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 128GB - Space Gray (5-Pack) Part Number MGNF3LL/A Configurations: <ul style="list-style-type: none"> • 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine • 065-C99M 8GB unified memory • 065-C99P 128GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C9DG Backlit Magic Keyboard - US English • 065-C9DN Accessory Kit 	370
2	3-Year AppleCare+ for Schools - MacBook Air (no service fees) Part Number S8244LL/A	370
3	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 128GB - Space Gray Part Number MGN53LL/A Configurations: <ul style="list-style-type: none"> • 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine • 065-C99M 8GB unified memory • 065-C99P 128GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C9DG Backlit Magic Keyboard - US English • 065-C9DK Accessory Kit 	1
4	3-Year AppleCare+ for Schools - MacBook Air (no service fees) Part Number S8244LL/A	1

(Continued from previous page)

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
under Master Lease Purchase Agreement dated August 16, 2021

5	Brenthaven Tred DROP Sleeve (13-inch) Black (with pouch) - Special 5-Pack Pricing Part Number BN312LL/A	74
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Brenthaven Tred DROP Sleeve 13-inch (with pouch) -
Black
Part Number: HL322LL/A
Quantity: 370

6	Brenthaven Tred DROP Sleeve 13-inch (with pouch) - Black Part Number HL322LL/A	1
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7	Jamf Pro macOS (EDU) Subscription License (3 Year) (> 10K licenses) Part Number HLX22LL/A	371
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The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B**ACCEPTANCE CERTIFICATE**

Re: Schedule No. 1, dated August 16, 2021, (the "Schedule") to Master Lease Purchase Agreement, dated as of August 16, 2021, between Apple Inc., as Lessor, and REGIONAL SCHOOL UNIT 5, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. **THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.**

Payee Name: _____

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master-Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: REGIONAL SCHOOL UNIT 5

Signature: — X _____

Printed Name/Title: X _____

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: REGIONAL SCHOOL UNIT 5

Signature: X _____

Printed Name/Title: X _____

Date: X _____

PLEASE RETURN PAYMENT REQUEST TO:

APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

EXHIBIT C

**RESOLUTION NO. _____ OF REGIONAL SCHOOL UNIT 5
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT.**

WHEREAS, the Regional School Unit 5 (the "School District"), is authorized by the laws of the Maine (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, In order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$354,660.74 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby;

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

Signatory

Attest: _____

District Clerk

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 1 to Master Lease Purchase Agreement Dated August 16, 2021

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [If Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]

- ☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III).
[Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued
by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

Non-Bank Qualified [If Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

- ☐ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes
and within the meaning of Section 265(b)(3) of the Code.

LESSEE: REGIONAL SCHOOL UNIT 5

Signature: X _____

Printed Name/Title: X _____

Date: X _____

Instructions for 8038-G:
Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

- Line 2:** **Enter the EIN number of the issuer (Lessee)**
An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:** **Enter the name, title, and telephone number of the officer of the issuer whom the IRS may call for more information**
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:** **Bank Qualified Designation**
Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:** **Hedges**
If the issuer (Lessee) has identified a hedge, this section must be completed.
- Line 43:** **Written procedures regarding Remediation of Non-Qualified Bonds**
Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:** **Written procedures to monitor Section 148 of the Code**
Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:** **Reimbursement**
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:** **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 140(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

REF# 103194

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name

Regional School Unit 5

2 Issuer's employer identification number (EIN)

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

5 Report number (For IRS Use Only)

17 West Street

3

6 City, town, or post office, state, and ZIP code

7 Date of issue

Freeport, ME 04032

08/16/2021

8 Name of issue

9 CUSIP number

Schedule No. 1, dated 8/16/2021, to Master Lease Purchase Agreement, dated 8/16/2021

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	\$354,880	74
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ►	18		
18a	If bonds are TANs or RANs, check only box 19a			
b	If bonds are BANs, check only box 19b			
20	If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/15/2024	\$ 354,880.74	\$ n/a	2.91 years	2.7575 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 83773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name Michael Krahenbuhl	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
Firm's name ► Pinnacle Public Finance			Firm's EIN ► 27-3119149	
Firm's address ► 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

REGIONAL SCHOOL UNIT 5

- 1) **Property Damage & Loss Coverage** -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The **Certificate Holder** should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted with Lessor's prior written consent. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F**INCUMBENCY CERTIFICATE****Schedule No. 1 to Master Lease Purchase Agreement dated August 16, 2021**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: REGIONAL SCHOOL UNIT 5

Signature: X _____

Printed Name/Title: X _____

Date: X _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 1 to Master Lease Purchase Agreement dated August 16, 2021

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: REGIONAL SCHOOL UNIT 5

Signature:

X

Becky Foley

Printed Name/Title:

X

Becky Foley, Superintendent

Date:

X

7-6-21

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)



Regional School Unit 5
Durham • Freeport • Pownal

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

Becky Foley, Ph.D., Superintendent of Schools
Rick Kusturin, Director of Finance & Human Resources

Cynthia Alexander, Assistant Superintendent of Schools
Bonnie Violette, Ph.D., Director of Instructional Support

Apple Financial Services
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule No. 1, dated August 16, 2021, to Master Lease Purchase Agreement dated as of August 16, 2021, between Apple Inc., as Lessor and Regional School Unit 5, as Lessee

CERTIFICATE AND ACKNOWLEDGEMENT OF THE SUPERINTENDENT

The undersigned Becky Foley [Name], Superintendent of Regional School Unit 5, does hereby certify as follows:

1. Lessee has an immediate need for the Equipment and intends to enter into a lease purchase agreement with Apple Inc. to finance the purchase and acquisition of the Equipment;

2. Lessee's governing body has approved, or will approve, the purchase, acquisition, and financing of the Equipment; such approval occurred, or is set to occur at the meeting of the governing body on September 15, 2021 [Date];

3. Lessee has or will comply with applicable property acquisition laws, public bidding requirements, open meeting laws, and any policies and procedures of the Lessee in connection with the Agreement and the transactions contemplated thereby, including the Lease;

4. Lessee is duly organized and validly existing School District under the Constitution and laws of the State of Maine with full power and authority to enter into, and perform its obligations under, the Lease;

5. The representations, warranties, covenants and agreements of the Lessee contained in the Agreement are true and correct on and as of this date as if made on this date: _____

6. The Lessee has never defaulted or non-appropriated on any of its bonds, notes, leases, installment purchases, or other obligations or debt instruments;

7. There is currently no Event of Default or event that with notice or lapse of time or both would become an Event of Default under the Lease;

8. That all payments due and to become due during the current fiscal year, which is from the first day of July [Month] until the last day of June [Month], are within the fiscal budget of such year;

9. Except for the approval of Lessee's governing body of the Lease and financing of the Equipment at the meeting on September 15, 2021 [Date], there are no other conditions precedent for the Lessee to perform and it is the intention of the Lessee that when approved by the

Lessee's governing body the above Lease shall constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by state and federal

MLA# 1274-1-103194

laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;

10. When approved, Lessee will provide Lessor with a an excerpt of Board Minutes, Signed Board Minutes, Resolution, or other legal document of the Lessee that evidences the Lease has been properly approved by the Lessee's governing body;

11. Lessee acknowledges that a binding commitment is required in order for the Equipment to be released for shipment and, as a result, the Lessee is contractually bound by the Purchase Order, or other document evidencing the Lessee's order of Equipment, submitted to Apple Inc. when Apple Inc. ships the Equipment, Apple Quote;

12. Lessee acknowledges that if, for any reason whatsoever, the Lessee's governing body does not approve the Lease, and the financing of the Equipment thereby, then Lessee acknowledges that it is the Lessee's sole responsibility to purchase the Equipment without financing from Apple Inc.; and

13. Based on the foregoing, Lessee authorizes Apple Inc. to release the Equipment for shipment.

All capitalized terms herein shall have the same meanings as set forth in the Lease unless otherwise provided herein.

Printed Name: Becky Foley

Title: Superintendent

Signature: Becky Foley

Dated: 7-6-21

EXHIBIT C

**RESOLUTION NO. _____ OF REGIONAL SCHOOL UNIT 5
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.**

WHEREAS, the Regional School Unit 5 (the "School District"), is authorized by the laws of the Maine (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 2 to the Master Lease in an amount not to exceed \$354,660.74 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby. --

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

Signatory

Attest: _____

District Clerk



Financial Services
Education Finance

REGIONAL SCHOOL UNIT 5
Schedule No. 2 to
Master Lease Purchase Agreement dated August 16, 2021

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement - the Master sent with Schedule No. 1 earlier today will be the master for this Schedule No. 2, as well. No need to sign another Master.		
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G)		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational)		n/a
8.	Insurance Certificate evidencing coverage		Yes
9.	Ex. F - Incumbency Certificate.....	Yes.....	Yes
10.	Ex. G - Opinion of Counsel	Yes.....	Yes
11.	First Lease Payment invoice - please forward to accounts payable upon board approval of this lease purchase.		

Please call Gina Victor at 480.419.3914 with any questions.

Original Closing Documents

1. Once documents are signed, please first provide scanned copies of the above items to gvictor@bankunited.com
2. Then mail the originals to

Apple Financial Services
Attention: Gina Victor
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

EXHIBIT A**Schedule No. 2 Dated August 16, 2021 to Master Lease Purchase Agreement Dated August 16, 2021**

This Schedule No. 2 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 16, 2021 ("Master Lease"), and is effective as of August 16, 2021. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION

Computer Hardware—See attached Exhibit 1.

LEASE PAYMENT SCHEDULE

Pmt.#	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	8/16/2021					\$536,007.50
1	8/16/2021	\$134,001.88	\$0.00	\$134,001.88		\$402,005.63
2	8/16/2022	\$134,001.88	\$0.00	\$134,001.88	\$273,363.83	\$268,003.75
3	8/16/2023	\$134,001.88	\$0.00	\$134,001.88	\$136,681.91	\$134,001.88
4	8/16/2024	\$134,001.88	\$0.00	\$134,001.88	\$0.00	\$0.00
Totals:		\$536,007.50	\$0.00	\$536,007.50	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$521,730.84 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.8300% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: August 16, 2021

LESSOR: **APPLE INC.**

LESSEE: **REGIONAL SCHOOL UNIT 6**

SIGNATURE: X _____

SIGNATURE: X _____

NAME / TITLE: X _____

NAME / TITLE: X _____

DATE: X _____

DATE: X _____

LESSEE BILLING INSTRUCTIONS:

PERSON/DEPT.: _____

PO BOX/STREET: _____

TITLE: _____

PHONE #: _____

CITY, ST ZIP: _____

EMAIL: _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2
under Master Lease Purchase Agreement dated August 16, 2021

Row #	Details & Comments	Qty
1	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 128GB – Space Gray (5-Pack) Part Number: MGNF3LL/A Configuration: <ul style="list-style-type: none"> • 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine • 065-C99M 8GB unified memory • 065-C99P 128GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C9DG Backlit Magic Keyboard – US English • 065-C9DN Accessory Kit 	545
2	3-Year AppleCare+ for Schools – MacBook Air (no service fees) Part Number: S8244LL/A	545
3	Brenthaven Tred DROP Sleeve (13-Inch) Black (with pouch) – Special 5-Pack Pricing Part Number: BN312LL/A Brenthaven Tred DROP Sleeve 13-Inch (with pouch) – Black Part Number: HL322LL/A Quantity: 345	109
4	Jamf Pro macOS (EDU) Subscription License (3 Year) (> 10K licenses) Part Number: HEX22LL/A	545

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B**ACCEPTANCE CERTIFICATE**

Re: Schedule No. 2, dated August 16, 2021, (the "Schedule") to Master Lease Purchase Agreement, dated as of August 16, 2021, between Apple Inc., as Lessor, and REGIONAL SCHOOL UNIT 5, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: _____

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: REGIONAL SCHOOL UNIT 5

Signature: X _____

Printed Name/Title: X _____

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: REGIONAL SCHOOL UNIT 5

Signature: X _____

Printed Name/Title: X _____

Date: X _____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

EXHIBIT C

**RESOLUTION NO. _____ OF REGIONAL SCHOOL UNIT 5
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.**

WHEREAS, the Regional School Unit 5 (the "School District"), is authorized by the laws of the Maine (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 2 to the Master Lease in an amount not to exceed \$354,660.74 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

Signatory

Attest: _____

District Clerk

EXHIBIT D**BANK QUALIFIED DESIGNATION****Schedule No. 2 to Master Lease Purchase Agreement Dated August 16, 2021****Lessee hereby represents and certifies the following (please check one):****Bank Qualified [If Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]**

- ☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III).
[Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued
by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

Non-Bank Qualified [If Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

- ☐ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes
and within the meaning of Section 265(b)(3) of the Code.

LESSEE: REGIONAL SCHOOL UNIT 5**Signature: X** _____**Printed Name/Title: X** _____**Date: X** _____

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b:

Enter the name, title, and telephone number of the officer of the issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

Lines 41a-41d and 42:

Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b:

Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

Signature and Consent:

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 140(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

REF# 103197

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Regional School Unit 5		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 17 West Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Freeport, ME 04032		7 Date of issue 08/16/2021	
8 Name of issue Schedule No. 2, dated 8/16/2021, to Master Lease Purchase Agreement, dated 8/16/2021		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11	\$521,730	84
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/16/2024	\$ 521,730.84	\$ n/a	3.00 years	1.8300 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A						
22	Proceeds used for accrued interest				22	
23	Issue price of entire issue (enter amount from line 21, column (b))				23	
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	
25	Proceeds used for credit enhancement				25	
26	Proceeds allocated to reasonably required reserve or replacement fund				26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V				27	
28	Proceeds used to refund prior taxable bonds. Complete Part V				28	
29	Total (add lines 24 through 28)				29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box ☐ ▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐ ▶ ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐ ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐ ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐ ▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name Michael Krahenbuhl	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
Firm's name ▶ Pinnacle Public Finance			Firm's EIN ▶ 27-3119149	
Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

REGIONAL SCHOOL UNIT 5

- 1) **Property Damage & Loss Coverage** -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The **Certificate Holder** should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted with Lessor's prior written consent. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 2 to Master Lease Purchase Agreement dated August 16, 2021

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: REGIONAL SCHOOL UNIT 5

Signature:

x

Becky Foley

Printed Name/Title:

x

Becky Foley, Superintendent

Date:

x

7-6-21

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE
SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY
BE A
BOARD CLERK/SECRETARY, BOARD MEMBER OR
SUPERINTENDENT.)**



Regional School Unit 5
Durham • Freeport • Pownal

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

Becky Foley, Ph.D., Superintendent of Schools
Rick Kusturin, Director of Finance & Human Resources

Cynthia Alexander, Assistant Superintendent of Schools
Bonnie Violette, Ph.D., Director of Instructional Support

Apple Financial Services
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule No. 2, dated August 16, 2021, to Master Lease Purchase Agreement dated as of August 16, 2021, between Apple Inc., as Lessor and Regional School Unit 5, as Lessee

CERTIFICATE AND ACKNOWLEDGEMENT OF THE SUPERINTENDENT

The undersigned Becky Foley [Name], Superintendent of Regional School Unit 5, does hereby certify as follows:

1. Lessee has an immediate need for the Equipment and intends to enter into a lease purchase agreement with Apple Inc. to finance the purchase and acquisition of the Equipment;

2. Lessee's governing body has approved, or will approve, the purchase, acquisition, and financing of the Equipment; such approval occurred, or is set to occur at the meeting of the governing body on September 15, 2021 [Date];

3. Lessee has or will comply with applicable property acquisition laws, public bidding requirements, open meeting laws, and any policies and procedures of the Lessee in connection with the Agreement and the transactions contemplated thereby, including the Lease;

4. Lessee is duly organized and validly existing School District under the Constitution and laws of the State of Maine with full power and authority to enter into, and perform its obligations under, the Lease;

5. The representations, warranties, covenants and agreements of the Lessee contained in the Agreement are true and correct on and as of this date as if made on this date;

6. The Lessee has never defaulted or non-appropriated on any of its bonds, notes, leases, installment purchases, or other obligations or debt instruments;

7. There is currently no Event of Default or event that with notice or lapse of time or both would become an Event of Default under the Lease;

8. That all payments due and to become due during the current fiscal year, which is from the first day of July [Month] until the last day of June [Month], are within the fiscal budget of such year;

9. Except for the approval of Lessee's governing body of the Lease and financing of the Equipment at the meeting on September 15, 2021 [Date], there are no other conditions precedent for the Lessee to perform and it is the intention of the Lessee that when approved by the Lessee's governing body the above Lease shall constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by state and federal laws affecting creditors' remedies and by bankruptcy,

reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;

10. When approved, Lessee will provide Lessor with a an excerpt of Board Minutes, Signed Board Minutes, Resolution, or other legal document of the Lessee that evidences the Lease has been properly approved by the Lessee's governing body;

11. Lessee acknowledges that a binding commitment is required in order for the Equipment to be released for shipment and, as a result, the Lessee is contractually bound by the Purchase Order, or other document evidencing the Lessee's order of Equipment, submitted to Apple Inc. when Apple Inc. ships the Equipment, Apple Quote;

12. Lessee acknowledges that if, for any reason whatsoever, the Lessee's governing body does not approve the Lease, and the financing of the Equipment thereby, then Lessee acknowledges that it is the Lessee's sole responsibility to purchase the Equipment without financing from Apple Inc.; and

13. Based on the foregoing, Lessee authorizes Apple Inc. to release the Equipment for shipment.

All capitalized terms herein shall have the same meanings as set forth in the Lease unless otherwise provided herein.

Printed Name: Becky Foley

Title: Superintendent

Signature: Becky Foley

Dated: 7-6-21

FY 23 RSU5 Budget Timeline
Draft 9-1-21

September 15, 2021	Budget Timeline
TBD	Leadership Meeting w/ Towns
<hr/>	
January 26, 2022	Superintendent's Recommended Budget
February 2, 2022	Budget Review: DCS, FMS, FHS, Athletics
February 9, 2022	Budget Review: MSS, PES, MLS, Inst. Support
February 16, 2022	Budget Review: Technology, CIA, Nutrition, Community Programs, Facilities & Transportation
March 9, 2022	Review of FY 23 Superintendent's Budget Board Deliberations on Budget
March 16, 2022	6:00-6:30 p.m. Q&A with Individual Board Members regarding FY 23 Budget Review of FY 23 Superintendent's Budget Public Input on Budget Board Deliberations on Budget
March 23, 2022	Adopt FY 23 School Budget
<hr/>	
April 13, 2022 @ PES	6:00-6:30 p.m. Q&A on FY 23 Board Adopted Budget Signing of Warrants for ABM & Referendum
April 27, 2022 @ DCS	6:00-6:30 p.m. Q&A on FY 23 Board Adopted Budget
May 11, 2022	6:00-6:30 p.m. Q&A on FY 23 Board Adopted Budget
May 25, 2022 @ DCS	Annual Budget Meeting (ABM) on the FY23 Budget Board Meeting
June 14, 2022	Budget Validation Referendum (BVR)
June 15, 2022	Computation & Declaration of Votes Assessment Warrants



Item # 13.D.

Ginny McManus <mcmamusg@rsu5.org>

Local Delegate to MSBA Annual Delegate Assembly

1 message

MSBA <msba@msmaweb.com>
Reply-To: mma@msmaweb.com
To: mcmamusg@rsu5.org

Mon, Jul 19, 2021 at 8:30 AM



July 19, 2021

Local Delegate to MSBA Annual Delegate Assembly

The Constitution of the Maine School Boards Association provides that each Active Regular Member Board of MSBA and each Career and Technical Regional Board Associate Member is entitled to elect a voting delegate to participate in the Association's Annual Delegate Assembly. Below is a copy of the Purpose of the MSBA Delegate Assembly. Since the Delegate Assembly is responsible for proposed Constitution and Bylaws changes and considers resolutions of the Association, your election of a local delegate is strongly encouraged. **This year's Delegate Assembly is scheduled virtually for 9:30 a.m., Saturday, October 23.**

Please elect your delegate as well as an alternate should your Board's delegate be unable to attend. **Return the form listing the delegate and alternate to MSMA by October 18, 2021. Submission of your delegate's name does not automatically register them for the Fall Conference. Therefore, please be sure to register your delegate for the Fall Conference through your superintendent's office on the appropriate form. (Registration materials coming soon.)**

Confirmation of registered delegates will be emailed to Superintendents and Delegates by October 20, 2021.

Superintendents with more than one school board are asked to reproduce the attached form for each of their boards. Thank you!

[Certification of School Board Representative Form](#)

[MSBA Regional School Board Meetings September 2021](#)

[Purpose of the MSBA Delegate Assembly](#)

[Region List](#)



49 Community Drive, Augusta ME 04330 • Telephone: (207) 622-3473 • Toll Free: (800) 560-8464 • Fax: (207) 626-2968



Purpose of the MSBA Delegate Assembly

Governance and policy decisions affecting MSBA are dealt with at the Delegate Assembly. The importance of each School Board being represented at the Delegate Assembly cannot be overstated. The following information about the Delegate Assembly is to inform your School Board of the importance of electing a delegate.

According to Article VIII of the Constitution, the Delegate Assembly is the policy making body of the Association. The Delegate Assembly has four specific powers.

- 1. It adopts resolutions that express the beliefs and purposes of the Association.**
- 2. It transacts such other business as presented to it prior to the opening of the Delegate Assembly by any delegation or the Executive Board of Directors.**
- 3. It elects the Officers and Executive Board of Directors.**
- 4. It may adopt amendments to the Constitution.**

According to Article V of the Constitution, the Association is governed by the Executive Board of Directors. The Board is comprised of Regional Directors and At-Large Directors.

The Delegate Assembly consists of one voting delegate for each member district. In order to be an official delegate, the member School Board must report the name of the elected delegate and alternate prior to the Assembly. (See Delegate Form for actual date.)

The resolutions adopted at the Delegate Assembly are an expression of the Assembly's views regarding various issues and define the Association's position on legislative proposals.

As the Officers and Board of Directors approach any legislative session, it is crucial that they represent the Association's members. Make your local Board's voice heard and send a delegate to the MSBA Delegate Assembly held virtually this year, during the MSMA Annual Fall Conference on Saturday, October 23, 2021.

**CERTIFICATION OF SCHOOL BOARD REPRESENTATIVE
TO THE DELEGATE ASSEMBLY OF THE
MAINE SCHOOL BOARDS ASSOCIATION**

49 Community Drive
Augusta, Maine 04330
Fax: 626-2968

Region # (I – IX) _____

Name of School Board _____

Signed _____

(Chair or Superintendent of Schools)

Ext. _____

Telephone Number in case of questions

Name of Representative _____

(Please Print)

Email address for Delegate confirmation mailing

Address _____

Name of Alternate _____

(Please Print)

Email address for Alternate

Address _____

Meeting Date Voted to be Delegate _____

NOTE: September 2021 MSBA Regional Meetings will be devoted to discussion/review of the 2021 MSBA Resolutions. If delegates can be selected by your Board prior to the September regional meetings and can attend that remote meeting, it would be ideal. (See attached list of meeting dates.)

The Delegate Assembly will be held virtually this year, at 9:30 a.m. on Saturday, October 23, 2021. Please complete and email to Debbie Swift dswift@msmaweb.com or fax to 626-2968 by October 18, 2021. Submission of your delegate's name does not automatically register them for the Fall Conference. Therefore, please be sure to register your delegate for the Fall Conference through your Superintendent's office. (Registration materials will be coming soon.)

**Maine School Boards Association
49 Community Drive
Augusta, ME 04330
800-660-8484**

**MSBA Regional School Board Meetings
September 2021**

**September – 6 p.m.
Remote Meetings
Zoom Link will be sent prior to meetings**

Region I	September 20
Region II	September 14
Region III & IV	September 22
Region V	September 13
Region VI	September 1
Region VII	September 30
Region VIII	September 7
Region IX	September 2

INDEX OF MSBA SCHOOL DISTRICTS BY REGION

<u>Aroostook (1)</u>	<u>Penquis (2)</u>	<u>Washington (3)</u>	<u>Hancock (4)</u>	<u>Mid-Coast (5)</u>	<u>Western ME (6)</u>	<u>Cumberland (7)</u>	<u>Kennebec (8)</u>	<u>York (9)</u>
Bancroft	Airline CSD	AOS 77	AOS 47	AOS 93	Andover	Brunswick	Athens	Action
Bridgewater	AOS 43	AOS 90	AOS 91	AOS 98	Auburn	Cape Elizabeth	Augusta	Biddeford
Caswell	AOS 94	AOS 96	CTE Region 7	CTE Region 8	Carrabasset Valley	Chebeague Island	Brighton PIt.	Dayton
CTE Region 2	Bangor	Beddington	Deer Isle-Stonington CSD	Five Town CSD	Coplin PIt.	Falmouth	Caratunk	Kittery
Eagle Lake	Bowerbank	Calais	Ellsworth	Islesboro	CTE Region 9	Gorham	Dennistown PIt.	RSU 6/MSAD 6
Easton	Brewer	Cherryfield	Hancock	Lincolnville	CTE Region 11	Long Island	Fayette	RSU 21
Glenwood PIt.	Burlington	Indian Island	Isle Au Haut	Monhegan Island	Flagstaff Regional RSU	MECDHH/Gov Bax Schl Deaf	Forks PIt.	RSU 23
Grand Isle	CTE Region 3	Indian Township	Lamoine	Northport	Gilead	Portland	Highland PIt.	RSU 35/MSAD 35
Limestone	CTE Region 4	Maine Indian Education	Otis	RSU 1	Lewiston	Region 10 Technical High School	MSAD 11	RSU 55/MSAD 55
Madawaska	East Millinocket	Moosabec CSD	RSU 24	RSU 7/MSAD 7	Lisbon	RSU 5	Pleasant Ridge PIt.	RSU 57
MSAD 10	Glenburn	Pleasant Point	RSU 25	RSU 8/MSAD 8	RSU 4	RSU 14	RSU 2	RSU 60/MSAD 60
MSAD 27	Greenbush	Robbinston	Union 76	RSU 13	RSU 9	RSU 15/MSAD 15	RSU 3/MSAD 3	Saco
Nashville PIt.	Hermon	RSU 37/MSAD 37	Union 93	RSU 20	RSU 10	RSU 51/MSAD 51	RSU 12	Sanford
Orient	Kingsbury	Union 103		RSU 28/MSAD 28	RSU 16	RSU 61/MSAD 61	RSU 18	Wells-Ogunquit CSD
Portage	Lowell	Vanceboro		RSU 40	RSU 17/MSAD 17	RSU 72/MSAD 72	RSU 38	York
RSU 29/MSAD 29	Medford			RSU 65/MSAD 65	RSU 44/MSAD 44	RSU 75/MSAD 75	RSU 49/MSAD 49	
RSU 32/MSAD 32	Medway			RSU 71	RSU 52/MSAD 52	Scarborough	RSU 53/MSAD 53	
RSU 33/MSAD 33	Milford			St. George	RSU 56	Sebago	RSU 54/MSAD 54	
RSU 39	Millinocket			Union 69	RSU 58/MSAD 58	South Portland	RSU 59/MSAD 59	
RSU 42/MSAD 42	RSU 19			West Bath	RSU 73	Westbrook	RSU 74/MSAD 74	
RSU 45/MSAD 45	RSU 22			Wiscasset	RSU 78	Yarmouth	RSU 82/MSAD 12	
RSU 50	RSU 26				Upton		RSU 83/MSAD 13	
RSU 70/MSAD 70	RSU 34						Vassalboro	
RSU 79/MSAD 1	RSU 63/MSAD 63						Waterville	
RSU 84/MSAD 14	RSU 64/MSAD 64						Winslow	
RSU 86/MSAD 20	RSU 67						Winthrop	
RSU 88/MSAD 24	RSU 68/MSAD 68							
RSU 89	RSU 80/MSAD 4							
Union 122	RSU 87/MSAD 23							
Winterville PIt.	Sebeols PIt.							
	Shirley							
	Union 60							
	Veazie							
	Willimantic							
	Woodville							



Item # 13.E.

MSBA Proposed Resolutions Packet

1 message

MSBA <msba@msmaweb.com>

Fri, Jul 30, 2021 at 3:10 PM

Reply-To: msba@msmaweb.com



MSMAWEB.COM

(800) 660-8484

WEB VERSION

UNSUBSCRIBE

July 30, 2021

MSBA Proposed Resolutions Packet

TO: School Board Chairs and Superintendents of Schools

FROM: Becky Fles, President
Peggy Lembo-Splaine, Chair, Constitution and Bylaws Committee
Lucy Richard, Chair, Resolutions Committee
Steven Bailey, Executive Director

Linked below are the 2021 proposed Resolutions that will be considered by the MSBA Delegate Assembly. These resolutions include proposed revisions, proposed deletions and the new resolutions.

Please share these proposed Resolutions with your school board members during your August School Board meetings. Meetings of the School Board Regions have been scheduled for September where it is hoped the Resolutions will be discussed and proposed language adjustments made prior to Delegate Assembly. Please be on the lookout for the meeting for your Region. The announcement will come from an MSBA email.

Also note that it is not uncommon for events to unfold during the next two months that may require additional proposed Resolutions to be presented to the Delegate Assembly.

This preliminary packet is being provided at this time to allow local boards to review the Resolutions and give feedback to their elected Delegate. Please be reminded that each Delegate must be elected by their local school board and must be registered as a Delegate, with the appropriate documentation, prior to the MSMA Annual Fall Conference.

Please contact Steven Bailey at MSMA with any questions regarding the MSBA Delegate Assembly.

[2021 Proposed MSBA Resolutions](#)

[Delegate Form](#)

**Maine School Boards Association
49 Community Drive
Augusta, Maine 04330**

**Proposed Resolution Revisions and Additions
As approved by the MSBA Board of Directors
July 17, 2021**

A. Resolutions that were reviewed; no action recommended

1. 2.A.2.c. Child Abuse Reporting
2. 2.A.2.h. Administration of Medication
3. 2.B.3.g. Labor Relations Legislation
4. 3.B.3.a. Alternatives to Property Tax
5. 3.B.4.a. Court-ordered Placements of Students with Disabilities
6. 3.B.5.c. Probationary Employment Period

~~Grey~~ = to be deleted

Yellow = New - Proposed

B. Revisions

1. 2.A.2.g. / 2.A.7.a – Revise/Change/Remove Teacher/Student Absenteeism and Child Safety

Current:

~~2.A.2.g. Teacher/Student Absenteeism – The Maine School Boards Association encourages local school boards to examine, in detail, the rates of absenteeism among teachers and students in order to enable them to consider the implications that findings may have for board policy. (Adopted 1991 – Amended 1999)~~

~~2.A.7.a. Child Safety – The Maine School Boards Association encourages local boards to consider effective means of parent/guardian school communications regarding absent students to help ensure the safety of absentee students. (Adopted 1985 – Amended 1999, 2008)~~

Replace with:

2.A.2.g. Student Absenteeism - The Maine School Boards Association supports the Department of Education's goal of having all students be in attendance at least 95% of their academic year. This goal can only be achieved if there are interventions and supports for those students who are too often absent. Communication with parents/guardians around chronic absenteeism is critical as are school-based supports such as mentoring, counseling and tutoring. Alternative programs for at-risk students either on a local or regional level also should be supported. Should efforts not be successful through traditional communication with parents/guardians, MSBA urges proactive efforts for communication and supports through DHHS and other local or state agencies.

2. 2.A.4.g. – Add the underlined portion within the current resolution:
School Board Training – The Maine School Boards Association is committed to sharing and expanding training opportunities, utilizing, in part, a regional approach and tapping local board members and others as trainers. MSBA encourages local

boards to adopt policies that incorporate the local board's commitment to the education of its board members and reflect its need to annually budget the funds necessary to fulfill this important responsibility. Possible areas of discussions include equity in education, FOAA, explanation of MSBA services, board governance, local committees' purpose and structure, board leadership training, and other items of interest and concern within local school boards. (Adopted 1989 – Amended 1999, 2017)

3. **2.B.1.c. – Add the underlined portion to the current resolution:**
Curriculum Policy – School boards are legally responsible for adopting policies with respect to curriculum. Therefore, the Maine School Boards Association urges local school boards to recognize that it is imperative they develop and implement curriculum policies that reflect the best interests of the students and the community, and include in-person, remote and regional collaborative learning opportunities. Recognizing the importance of a rigorous core curriculum for all students, MSBA urges local school boards to establish policies which require continuous evaluation of curriculum and graduation requirements. Such policies should reflect the goal of creating and maintaining rigorous standards designed to provide students with the skills necessary for them to succeed in a global society. Furthermore, these policies should lead to curriculum designed to achieve specific learning outcomes. MSBA also encourages local school boards to regularly review and revise these policies. (Adopted 1963 - Amended 1982, 1993, 1999)

4. **2.B.1.l. – Revise/Change/Remove**
Remove Alternative Programs resolution
Replace with:
Multiple Pathways – The Maine School Boards Association urges local school boards to approve educational programs that interest, engage and motivate each student to realize their potential and result in successful completion of their high school experience while equipping them with a high school diploma or equivalency.

5. **2.B.3.d. – Rewrite and Combine resolutions**
Proposed replacement:
Teacher Evaluation – The Maine School Boards Association urges local school boards to develop a comprehensive teacher evaluation policy designed to measure and improve the effectiveness of instruction on a continuous basis. Feedback is critical for all educators regardless of where they are at in their career. Evaluation systems need to be based on high performance standards and supported by ongoing professional development and mentorship. The process should address all aspects of teaching performance and recognize the fulfillment of student needs is of primary importance.
To delete (see deletions):
~~**2.B.3.a. Improving Instruction Through Administrative Supervision and Evaluation** – The Maine School Boards Association urges local school boards to recognize the importance of formal administrative supervision and evaluation to the improvement of the instructional program by requiring, through policy, a planned and systematic program tied to educational outcomes. Minimum standards for the~~

~~number and frequency of formal supervisory experiences, observations, and evaluative summaries should exist. Variations in such standards should recognize the crucial need for closer support and performance review during the probationary status of a teacher or administrator, while requiring other assessment criteria which recognize valued service and experience, and expectations related to trust, leadership and exemplary performance. Supervision and evaluation policies are not negotiable in collective bargaining. (Adopted 1993—Amended 1999)~~

~~2.B.3.d. (current version) Teacher Evaluation and Compensation—The Maine School Boards Association urges local school boards to develop comprehensive teacher evaluation policies that are designed to measure and improve the effectiveness of instruction on a continuous basis and to consider compensation that will recognize and reward meritorious teaching performance. While the adoption of such policies is the responsibility of local boards, their development should recognize the need for constructive input from teachers, in order to help establish the firm basis of mutual understanding and respect that is essential to a productive teacher evaluation program. The evaluation procedure should address all aspects of teaching performance and recognize that the fulfillment of student needs is of primary importance. (Adopted 1979—Amended 1983, 1999)~~

~~3.B.5.d. Performance Standards for Teachers—The MSBA encourages the State Board of Education to consider the feasibility of establishing performance standards for teachers. Among the questions to be considered are: Should standards be established at all? Should standards be established by the state or local school units? How can performance be assessed to determine whether or not standards are met? (Adopted 1991)~~

6. **3.A.3. – Add the underlined portion to the current resolution: Administrator Shortage –** The Maine School Boards Association recognizes the significant decline in the number of qualified candidates for administrative positions at all levels but particularly in the areas of school superintendency and the high school principalship. MSBA believes that the urgency of this matter should be addressed jointly by the Department of Education, the State Board of Education, the University of Maine System and other higher education institutions and the Maine Legislature. It also recommends the support and re-establishment of Leadership Academies to enhance this effort. (Adopted 1996 - Amended 2002, 2008)
7. **3.B.3.e. – Funding of Services to Students with Severe Disabilities –** Maine School Boards Association strongly urges the Commissioner of Education, the State Board of Education and other commissioners in the Children's Cabinet to develop a maintain the mechanism for increased financial assistance to schools faced with high costs for students with severe disabilities and/or students who may need out-of-district placements. Furthermore, the Governor and Legislature are urged to provide full funding on an annual basis, and to add a provision to the law which would allow these reimbursable costs to be excluded from local school budgets. (Adopted 1988 - Amended 1989, 1992, 1998)

C. Deletions

1. **2.A.7.a. – Child Safety** – will be incorporated as part of a Revised 2.A.2.g. Student Absenteeism Resolution.
2. **2.B.3.a. - Improving Instruction Through Administrative Supervision and Evaluation** – will be incorporated within the Revised 2.B.3.d. Teacher Evaluation Resolution.
3. **2.B.3.d. – Teacher Evaluation and Compensation** – parts of this resolution will be incorporated within the Revised 2.B.3.d. Teacher Evaluation Resolution.

4. **3.A.2. - Regional Service Centers** – no longer required. Purpose for resolution has been removed due to changes in legislation.

~~Current: **Regional Service Centers**—The Maine School Boards Association has serious concerns about the legislation passed by the 128th Legislature regarding Chapter 123 and the Development of Regional Service Centers. MSBA urges the legislature and the governor to review the impact on Maine schools before implementation begins. We urge the legislature to delay the implementation by at least one year in order to simplify the implementation process and to provide a mechanism for withdrawal if the projected savings are not realized. Furthermore, MSBA requests a review of the penalties assessed for non-participation with participation consideration given for existing regional efforts, including municipal and school district programs, and the present level of school district efficiencies. (Adopted 1995—Amended 1998, 2003, 2005, 2017)~~

5. **3.B.5.a. - Binding Interest Arbitration/Right to Strike** – being replaced by two separate resolutions

~~Current: **Binding Interest Arbitration/Right to Strike**—We strongly oppose changing the teacher negotiations law to include binding arbitration on salaries, pensions and insurance or the right to strike. (Adopted 1977—Amended 1982 and 1983)~~

6. **3.B.5.d. – Performance Standards for Teachers** - will be incorporated within the Revised 2.B.3.d. Teacher Evaluation Resolution.

D. New/Revised – Proposed 2021

Learning Loss

Concern about learning loss due to summer vacation or the disruption caused by the pandemic is discussed but seldom quantified. The Maine School Boards Association believes a student-centered approach, which looks at individual academic achievement and informs what support systems are needed and for whom, is a more effective approach. The Department of Education needs to be involved in this work, in terms of developing appropriate measurement tools and sharing effective interventions developed by their curriculum experts, with consideration of appropriate funding.

Rationale

Addressing learning loss with individual students is not a new concept, but we need to continue to support individual student growth in critical subject areas and identify and address individual student needs. This work also needs to be supported by the Department of Education

Dropout Prevention

The Maine School Boards Association supports the Department of Education's goal of a 90 percent or better graduation rate. MSBA recognizes there are many factors that can lead to a student dropping out of school. There needs to be early interventions for at risk students and support both at the state and local level for multiple pathways, such as adult education, to earn a diploma. This is an imperative not only for our students but for our society, which needs an educated and engaged workforce and citizenry. MSBA additionally and proactively urges MDOE and US Education Department to redefine high school dropouts so that high school graduates are inclusive of students who attain that achievement within 6 years of initiating grade 9 including those that have utilized an alternative pathway within the 6-year timeline also be considered a high school graduate.

Rationale

A high school diploma or its equivalency through adult education or alternative education programs is critical when a student leaves public education and goes out into the workforce. As policy makers, we need to explore and define pathways that allow students to get the credits they need. For some, what they need is more time. We believe a 6-year timeframe is appropriate for those who have other obligations and extenuating circumstances that don't allow completion in the traditional four years.

Binding Arbitration

The Maine School Boards Association opposes any legislation that would allow binding arbitration on salaries, pensions and insurance because the fiscal impact of these significant cost drivers in the school budget should be decided by locally elected School Boards, not outside arbitrators who have no stake in the community.

Rationale

Labor law has banned arbitration on salaries, pensions and insurance for 40 years based on the sound belief that elected board members should make decisions on school budgets and ultimately their impact on property taxes, and not outside arbitrators.

Right to Strike

The Maine School Boards Association opposes any legislation that would give school personnel the right to strike. Strikes severely disrupt the education of children and the lives of their families. Even a short strike could upend an academic year, breaking educational continuity for students and throwing off school calendars for instruction and in-school and after-school activities. Strikes also could put our students at risk, if they are in unsupervised settings at school or at home.

Rationale

The Right to Strike currently is prohibited in 35 states because it puts the demands of the adults in the building ahead of the needs of students. Teachers at school provide safety and care for students. Our most vulnerable children are at the greatest risk during a strike because their support system at school is disrupted.