INTERLOCAL AGREEMENT
FOR SHARED ADULT AND COMMUNITY EDUCATION SERVICES
30-A M.R.S. Chapter 115

This INTERLOCAL AGREEMENT FOR SHARED ADULT AND COMMUNITY EDUCATION SERVICES (the "Agreement") is made and entered into this 13th day of May, 2019 by and between Regional School Unit No. 1 ("RSU 1"), Brunswick School Department ("Brunswick"), and Maine School Administrative District No. 75 ("MSAD 75"), all Maine school administrative units acting by and through their governing bodies (each individually, a "Party"; collectively, the "Parties").

RECITALS

WHEREAS, the Parties are public agencies within the meaning of Title 30-A, Chapter 115 of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S. § 2203 provides that any powers, privileges, or authority exercised or capable of exercise by a public agency may be exercised jointly with any other public agency by means of an interlocal agreement; and

WHEREAS, the Parties desire to work cooperatively to consolidate the Parties' respective adult and community education programs by expanding the existing Merrymeeting Adult and Community Education program, located at the MSAD 75 campus in Topsham, Maine and currently serving MSAD 75 and Brunswick, to include RSU 1.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, the Parties hereby agree as follows:

1. Authority; Purpose. This Agreement is made pursuant to the authority granted to the Parties by 30-A M.R.S. § 2201 *et seq.* and is established for the purpose of consolidating the Parties' respective adult and community education programs by expanding the existing Merrymeeting Adult and Community Education program (the "Program") to serve all three Parties.

2. Term. This Agreement shall commence on the later of July 1, 2019 or the date this Agreement is approved by the Commissioner of the Maine Department of Education, and shall expire on June 30, 2020 (the "Initial Term"), subject to automatic extension as follows: The term of this Agreement shall be automatically extended for one additional fiscal year on March 1, 2020 and on March 1 of each subsequent fiscal year (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless the Program is dissolved in accordance with Section 7.B ("Termination and Dissolution").

3. Administration of this Agreement.

   A. Administrator. As required by 30-A M.R.S. § 2203(3)(A), the Merrymeeting Adult and Community Education Director (the "Director") shall be designated as the administrator of this Agreement. The Director shall be responsible for all aspects of the Program, including without limitation preparing its annual operating budget and administering the day-to-day operations of the Program. In performing his/her responsibilities under this Agreement, the Director shall regularly consult with the Advisory Committee as provided in Section 3.B ("Advisory Committee").

B. Advisory Committee. The Advisory Committee of the Program shall be expanded to include the following RSU 1 representatives: (i) the Superintendent of RSU 1, or the Superintendent's designee, who shall, in all cases, be an employee of RSU 1; and (ii) one person selected from and appointed by the RSU 1 School Board. In addition to its usual and customary duties, the Advisory Committee shall meet at least semi-annually to review the Parties' responsibilities under this Agreement, advise the Administrator on any matters concerning this Agreement or the Program's operations, and recommend any necessary adjustments to the Agreement in accordance with Section 12 ("Amendment").

4. MSAD 75 Responsibilities. MSAD 75 hereby agrees to:

A. Provide the services of the Director to administer, oversee, and supervise the Program. The Director shall:

(i) Work cooperatively with the Advisory Committee in making programming and financial decisions related to the Program;

(ii) Work cooperatively with the Advisory Committee to develop and implement the Program budget;

(iii) Ensure that the Program operates in compliance with applicable laws, rules, and policies;

(iv) Ensure that the Program operates in compliance with funding source/grant requirements, including without limitation completing and filing all required federal and state Department of Education reports;

(v) Oversee and supervise the work of the Site Coordinator; and

(vi) Perform any other essential functions concerning the management of the Program.

B. Maintain year-round academic, enrichment, and driver education programming in the RSU 1 facility located at Morse High School in Bath, Maine (the "Bath Campus") as part of the Program.

C. Hire a full-time, year-round (40 hours/week) Site Coordinator and full-time, year-round (32 hours/week) Secretary housed at and serving the Bath Campus on days of the week and at hours mutually agreeable to the Parties. In addition, the Site Coordinator shall:

(i) Be responsible for the daily management, administration, and supervision of all programming and personnel at the Bath Campus;

(ii) As needed, travel off-site for meetings and professional development reasonably falling within the responsibilities of the position.

(iii) Be an employee of MSAD 75, and shall be eligible for all paid holidays and paid leave time offered to MSAD 75 administrators. Accordingly, MSAD 75 shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate the Site Coordinator. In making such employment decisions, however, MSAD 75 shall solicit, actively consult with, and consider the recommendations of the Advisory Committee and the RSU 1 Superintendent or his/her designee.

5. RSU 1 Responsibilities. RSU 1 hereby agrees to provide MSAD 75 with the software, technology, office space, and office resources necessary for the operation of the Program at the Bath Campus.

6. Fiscal Operation; Cost Sharing.

   A. Annual Operating Budget. By January 1 of each year of this Agreement, the Director will prepare an annual operating budget to fund the Program for the following fiscal year, which shall be presented to the Advisory Committee no later than February 1 of each year of this Agreement. The budget will include all anticipated revenues and all costs of operating the Program, as determined by the Director.

   B. Cost Sharing. By February 1 of each year of this Agreement, the Director will allocate the cost of the Program operating budget, less any anticipated revenues, among the Parties based on the sum of the populations of the member municipalities of each Party, as set forth in the most recent federal Decennial Census or federal Estimated Census.

   C. Invoicing; Payments. The Parties shall determine the process, schedules, and deadlines related to the invoicing and payments due consistent with this Agreement.

7. Withdrawal; Termination; Dissolution.

   A. Withdrawal. RSU 1 or Brunswick may withdraw from this Agreement by written notice to the other Parties by March 1 to effectuate a withdrawal as of the following June 30. In the event of such withdrawal, the withdrawing Party agrees to pay MSAD 75 for any eligible costs incurred under this Agreement, in accordance with the payment obligations in Section 6.B ("Cost Sharing") up through June 30 of the withdrawal year.

   B. Termination and Dissolution. This Agreement may be terminated and the Program may be dissolved (i) upon mutual agreement of the Parties at any time, or (ii) by MSAD 75 upon written notice to the other Parties on or before March 1 of any given Term, in which case the Program shall be dissolved as of the following June 30. Prior to termination and dissolution, the Parties shall make suitable provision for the equitable division of any assets and liabilities of the Program among the Parties. If, as a result of the termination and dissolution, any positions relating to the Program are eliminated, the Parties agree to equally share any potential unemployment costs related to the termination of the positions.

8. Employment Status, Direction, and Control. The Parties hereby understand, acknowledge, and agree that the Director, Site Coordinator, Secretary, and all other Program personnel (collectively, "Program Staff") shall remain employees of MSAD 75. MSAD 75 shall serve as fiscal agent and will be responsible for paying Program Staff and maintaining their employment records. All responsibility for hiring, discipline, non-renewal, termination, and all other related supervisory and employment decisions concerning Program Staff will be the responsibility of MSAD 75, with due consideration given to the input of the Advisory Committee. The Parties further agree that Program Staff shall follow the school policies and procedures in effect in the school administrative unit in which they are working (e.g., MSAD 75 policies when providing services at the Topsham location, and RSU 1 policies when providing services at the Bath Campus).

9. Insurance. Each Party shall be responsible for obtaining and maintaining insurance at such levels of coverage as may be required by law and as will adequately protect itself from the risks, if any, related to this Agreement.

10. Responsibility for Claims. The Parties agree that each Party shall be fully and solely responsible for any claims, causes of action, demands, or suits of any kind or nature which may be brought against the Party as a result of services provided for that Party pursuant to this Agreement, including any acts or omissions of the Program Staff or Advisory Committee within the scope of this Agreement.

11. No Exclusivity. Nothing in this Agreement shall obligate any Party to an exclusive relationship with the other Party; nor shall it prevent or limit any Party's participation in any other plan, program, agreement, or arrangement for adult and community education services; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind.

12. Amendment. This Agreement may be amended upon mutual written agreement of the Parties, subject to approval of each Party's respective governing body.

13. Applicability to Successor Parties. This Agreement shall be binding upon any successor school administrative unit of each Party. If, however, a member municipality of any Party withdraws pursuant to the applicable provisions of Title 20-A of the Maine Revised Statutes, as amended, this Agreement shall be binding upon only the Party as it exists after the effective date of withdrawal and shall not be binding upon any member municipality that has withdrawn or on any school administrative unit formed by or joined by the withdrawing member municipality.

14. Filing Requirement. Before becoming effective, a copy of this Agreement must be filed with the clerk of each concerned municipality and the Secretary of State.

15. Miscellaneous. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

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

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 75:

Robert Lucy 5/13/19
Superintendent Date

REGIONAL SCHOOL UNIT NO. 1:

Robb Mail 5/13/19
Superintendent Date

BRUNSWICK SCHOOL DEPARTMENT:

Paul K Perzanowski 5/13/19
Superintendent Date

APPROVED PURSUANT TO 30-A M.R.S. § 2205
MAINE DEPARTMENT OF EDUCATION

Deputy Commissioner of Education on 23 May 2019 Date
Daniel A. Chuhta

WORKING PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is entered into this 30th Day of April in the year 2018
The Partners in the Agreement are as follows:

RSU 1 School Board
And
Wiscasset School Board

The Partners to this Agreement agree to the following:
Name: RSU 1 – Wiscasset Regional Adult Education
The Partnership:
• The Partners wish to maintain an adult program that complies with the requirements of LD 1780*.
• The Partners will authorize the Adult Education Director to submit adult education reports including the EFM-39 with Superintendent Agreements as applicable. (EFM-39 revenues will be included in the EPS subsidy for each of the districts either RSU 1 or Wiscasset as determined by statue)
•The Partnership's primary place of business will be 826 High Street, Bath Maine 04530
• The Partnership will be governed under the supervision of the Superintendents of RSU 1 and Wiscasset School Departments.
•The Partnership's primary purpose is to provide adult education**services as determined by statue and will include HiSET and high school diploma completion accompanied by complementary services such as Career Pathways.
•The partnership is contingent upon the acceptance of the annual warrant article at the local level.

Contributions:
•Each year the total of academic students residing in Wiscasset and RSU 1 towns will be determined. This guideline will assist the school boards in determining the local amount of contribution. Beginning school year 2018/19 the amount to be raised on the local warrant will be $12,500 annually.

Accounting:
•All accounts related to this Partnership including contributions and distributions will be audited yearly.
•Each Partner will be allowed to review all books of account at any time they request.
•Accounting records will be kept at the RSU 1 Administrative Offices, 34 Wing Farm Parkway, Bath, Maine 04530.

Withdrawal:
•The Partners hereby reserve the right to withdraw from the Partnership. Notice will be given 6 months prior to the end of a school year. (December)
Dissolution:
Should the Partnership be dissolved by majority vote of the governing school boards, outstanding debts will be paid and any remaining funds will be divided by agreement of the Superintendents.

Patrick Manual	Date 5/14/18	Heather Wilmot	Date 05/21/18
Regional School Unit 1		Wiscasset School Department	

*Adult Education Career Pathways LD 1780

The Office of Adult and Vocational Education defines Pathways as a series of connected education and training strategies and support services that enable individuals to secure employment within a specific occupational sector and to advance over time to successively higher levels of education and employment in that sector.

Maine Statute Title 20-A, Chapter 315: Adult Education §8601-A, sub-§22 reads, "'Career pathways services' means career counseling and education for individuals who seek to secure employment and to advance over time to successively higher levels of education and employment by following a pathway, each step of which is designed to prepare the individual for the next level of education or employment."

**"Adult education" , according to the same legislation, is defined as an education program primarily operated for individuals beyond the compulsory school age that is administered by school administrative units and that includes intake, assessment, career advising, instruction and individual learning plans; is guided by data management, annual monitoring and annual professional development plans; uses appropriately certified staff; is designed to meet identified local needs; and offers at least 3 of the following:

A. Basic literacy instruction or instruction in English as a Second Language;
B. High school completion courses;
C. College transition courses;
D. Career pathways services; and
E. Enrichment courses

Each adult education program receiving state subsidy, College Transition grants or grants funded under the Adult Education and Family Literacy Act as part of the Work Force Investment Act will prepare a Career Pathways Plan that will be approved yearly by the state office.