

MDI RSS Interlocal Agreement

Approved by: **MDI RPC**: 8/06/2008; **DoE**: 8/25/2008 (pending clarification); **MDI RPC**: 9/03/2008 (as clarified); **Frenchboro School Department**: 9/02/2008; **Mount Desert School Department**: 9/03/2008; **MDI Regional School District** (High School): 9/08/2008; **Tremont School Department**: 9/11/2008; **Trenton School Department**: 9/11/2008; **Bar Harbor School Department**: 9/15/2008; **MSAD 76** (Swan's Island): 9/16/2008; **Cranberry Isles School Department**: 9/17/2008; **Southwest Harbor School Department**: 9/18/2008; **Commissioner Gendron**: 9/29/2008; **Referendum vote**: 11/04/2008; **State BoE**: 11/21/2008

Interlocal Agreement for the Creation of Mount Desert Island Regional School System as an Alternate Organizational Structure 30-A M.R.S.A. Chapter 115

Agreement made as of September 18, 2008 among Bar Harbor School Department (“Bar Harbor”), a municipal school unit acting by and through its school committee; Mount Desert School Department (“Mount Desert”), a municipal school unit acting by and through its school committee; Southwest Harbor School Department (“Southwest Harbor”), a municipal school unit acting by and through its school committee; Tremont School Department (“Tremont”), a municipal school unit acting by and through its school committee; Cranberry Isles School Department (“Cranberry Isles”), a municipal school unit acting by and through its school committee; Frenchboro School Department (“Frenchboro”), a municipal school unit acting by and through its school committee; Trenton School Department (“Trenton”), a municipal school unit acting by and through its school committee; Maine School Administrative District No. 76 (“M.S.A.D. #76 - Swan’s Island”), a Maine school administrative district acting by and through its Board of Directors; and Mount Desert Island Regional School District, a school administrative unit created by Private and Special Law acting by and through its school district committee, (hereinafter collectively the “Member School Units”), all with a mailing address of 1081 Eagle Lake Road, P.O. Box 60, Mount Desert, ME 04660 except Trenton which has a mailing address of 443 Main Street, Ellsworth, ME 04605; and

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WHEREAS, subject to certain conditions of approval, the Member School Units intend to form Mount Desert Island Regional School System, an Alternate Organizational Structure (hereinafter “AOS”) within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services through the creation of the AOS with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a common core curriculum, common procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

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

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

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NOW, THEREFORE, subject to the conditions of approval stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to organize the Member School Units into an Alternate Organizational Structure (“AOS”) under the name of “Mount Desert Island Regional School System”, in order to achieve the goals of Maine’s School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter “RPC”) for the purpose of developing a school reorganization plan for an AOS pursuant to Maine’s School Reorganization Law (hereinafter “School Reorganization Plan”). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine’s School Reorganization Law.
3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Mount Desert Island Regional School System. The Mount Desert Island Regional School System is an Alternate Organizational Structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), a school administrative unit within the

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meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. School Committee. Mount Desert Island Regional School System shall be governed by an AOS school committee consisting of representatives of the school committees of each of the four towns within the Mount Desert Island Regional School District, being the Towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, and the school committees of the Towns of Cranberry Isles, Frenchboro, and Trenton and the Board of Directors of M.S.A.D. #76 - Swan's Island as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Bar Harbor	4
Mount Desert	3
Southwest Harbor	3
Tremont	3
Cranberry Isles	1
Frenchboro	1
Trenton	3
M.S.A.D. #76 - Swan's Island	1

The Mount Desert Island Regional School District, comprised of the towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, shall not be separately represented on the AOS school committee. The school committee of each town located within the AOS including the board of directors of M.S.A.D. #76 – Swan's Island, shall choose from its membership the representatives to the AOS school committee to which that school committee is entitled. Each member of the AOS school committee shall have

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one vote. Membership on the AOS school committee shall terminate at any time that a member of the AOS school committee ceases to hold office as a member of the school committee of the Member School Unit represented. Any vacancy on the AOS school committee shall be filled by the school committee of the Member School Unit in whose representation the vacancy occurs. In August of each year, the AOS school committee shall choose by ballot from among its members a chair and secretary of the AOS school committee for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Bar Harbor, Mount Desert, Southwest Harbor, Tremont	Operate Grades K-8
Cranberry Isles, Frenchboro, M.S.A.D. #76 - Swan's Island and Trenton	Operate Grades K-8; pay tuition for Grades 9-12
Mount Desert Island Regional School District	Operates Grades 9-12 for Bar Harbor, Mount Desert, Southwest Harbor and Tremont; accepts tuition students in Grades 9-12 from Cranberry Isles, Frenchboro, Swan's Island and Trenton, and may accept other tuition students.

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school committee serving all of the Member School Units. The AOS central office shall include without limitation a

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superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school committee and superintendent of schools shall be governed by State law. The AOS school committee shall be responsible for oversight of system administration, transportation administration, special education administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school committee shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS school committee shall develop and implement on an on-going basis a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school committee as described above, the powers, authority and responsibilities of the AOS school committee shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS central office budget;
- c. Apportion to each Member School Unit its share of the AOS central office budget in accordance with the AOS cost sharing formula;

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- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds, reserve accounts and other assets transferred to the AOS under the School Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own and oversee management of the AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee administration of their wages, hours, and working conditions;
- l. Maintain appropriate supervision and evaluation criteria and policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of consistent collective bargaining agreements and maintenance in the AOS central office of personnel records of all employees of the AOS and Member School Units;
- n. Oversee and maintain a consistent K-12 core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;

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- p. Oversee administration of transportation systems for the AOS Member School Units, including bus purchases;
- q. Oversee administration of bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS Central Office;
- u. Allocate state subsidy among the Member School Units in accordance with the state subsidy allocation method described in paragraph 11;
- v. Oversee the administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the Member School Units;
- w. Authorize the superintendent of schools, subject to such limitations as the AOS school committee may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school committees of the AOS and Member School Units in place of the superintendent of schools.

7. If the School Reorganization Plan which incorporates this Interlocal Agreement is defeated by the voters of any of the towns in the Mount Desert Island Regional School District, being the towns of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, this Interlocal Agreement shall not become operative and the AOS shall not be formed. Failure to approve the School Reorganization Plan which incorporates this Interlocal Agreement by the voters of Cranberry Isles, Frenchboro, M.S.A.D. #76 - Swan's Island, or Trenton shall not prevent this Interlocal Agreement from becoming operative and shall not prevent formation of the AOS, provided that in that event, this Interlocal Agreement shall be amended without further action by the

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remaining Member School Units, to delete all reference to those Member School Units which fail to approve the School Reorganization Plan.

8. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school committee and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

9. Budget Adoption Procedures. The AOS school committee shall develop each year a central office budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS central office budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. Following the AOS budget meeting, the AOS school committee shall notify the Member School Units of their respective shares of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 10. The school committee of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS central office budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law.

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Following the budget meetings of the AOS and each Member School Unit, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school committee. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure may be discontinued by the voters of the AOS and/or a Member School Unit after three years in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 10 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

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10. Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS central office budget on the following basis:
- a. The gross budget of each Member School Unit, including its share of the AOS central office budget for the preceding fiscal year, shall be calculated as a percentage of the total combined gross budget of all of the Member School Units for the preceding fiscal year;
 - b. The average number of pupils of each Member School Unit on April 1 and October 1 of the preceding calendar year shall be calculated as a percentage of the total combined average number of pupils of all of the Member School Units for the preceding calendar year;
 - c. The average size of the staff of each Member School Unit measured in full-time equivalents on April 1 and October 1 of the preceding calendar year shall be calculated as a percentage of the total combined average number of staff of all the Member School Units measured in full-time equivalents for the preceding calendar year;
 - d. The percentages for each Member School Unit calculated under paragraphs a, b and c shall be averaged in order to determine each Member School Unit's "average of the three percentages";
 - e. Each Member School Unit shall then be assigned one half of one percent (.5%) of the AOS central office budget as its "initial contribution." The remaining portion of the AOS central office budget, after deducting one-half of one percent (.5%) for each Member School Unit, shall be allocated

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to the Member School Units in proportion to each Member School Unit's average of the three percentages. Each Member School Unit's contribution to the AOS central office budget shall be calculated as the sum of 1) its initial contribution of one half of one percent (.5%) of the total AOS central office budget, plus 2) the amount calculated by applying each Member School Unit's "average of the three percentages" to the balance of the AOS central office budget after deducting one half of one percent (.5%) of the AOS central office budget for each Member School Unit.

- f. Each Member School Unit shall pay its share of the AOS Central Office budget to the AOS in twelve monthly installments on or before the first day of each month of the July 1-June 30 fiscal year.

11. Allocation of State Subsidy. The AOS school committee shall allocate state subsidy received by the AOS as follows:

- a. State Subsidy Allocation Policy. The AOS school committee, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school committee deems necessary, shall annually allocate the State education subsidies to be received by the AOS among the AOS Member School Units so that the allocation of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that that Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.

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- b. Initial Method of State Subsidy Allocation. Beginning in Fiscal Year 2009-10, the AOS school committee shall allocate state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of State subsidy allocation:
1. State subsidy received by the AOS which represents the minimum special education subsidy adjustment for any of its Member School Units calculated pursuant to 20-A M.R.S.A. § 15689, or successor provision, shall be reallocated among those Member School Units based on the percentage that the special education costs of each of those Member School Units was of the total special education costs of all of those Member School Units in the year two years prior to the year of allocation;
 2. To the extent that State subsidy is received by the AOS for debt service costs incurred by a Member School Unit that is not eligible for a minimum special education adjustment, that State subsidy shall be allocated to the Member School Unit responsible for paying those debt service costs;
 3. To the extent that State subsidy received by the AOS represents other subsidizable costs under 20-A M.R.S.A. § 15681-A, or successor provision, such as costs of bus purchases, career and technical education, and/or gifted and talented education incurred by a Member School Unit that is not eligible for a minimum special

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education adjustment, that State subsidy shall be allocated to the Member School Unit which incurred those costs; and

4. Any remaining state subsidy received by the AOS shall be allocated to the Member School Units which are not eligible for a minimum special education adjustment, in proportion to the amounts by which their respective EPS total operating allocations, excluding any amounts already allocated under subparagraphs 2 and 3 above, exceed their respective required local contributions.

- c. Retention of Allocation Flexibility. The Member School Units recognize that the Maine Legislature has a history of making changes to Maine's school funding formula, that other circumstances may change, and that it is not possible to include in this Interlocal Agreement a precise formula for allocating State subsidy among Member School Units that will achieve the goals of the State subsidy allocation policy described in subparagraph a above in future years. To retain flexibility in the method of allocating State subsidy among Member School Units, the AOS school committee, by a two-thirds vote of its full membership, may modify the initial method of State subsidy allocation described in subparagraph b above in order to better achieve the State subsidy allocation policy set forth in subparagraph a above.

12. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School

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Units. Any real estate or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS Central Office budget under the AOS cost sharing method.

13. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.

14. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 16 or by operation of law.

15. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school committee. Prior to any such termination, the AOS school committee shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity

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within the 90 day cure period, the AOS school committee shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school committee, including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year and the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

16. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school committee or by the school committee(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

17. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the

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Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph.

This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is separately approved at referendum by the voters of each of the following Member School Units: Bar Harbor, Mount Desert, Southwest Harbor, and Tremont. If the School Reorganization Plan is approved by the voters of Bar Harbor, Mount Desert, Southwest Harbor, and Tremont, each voting separately, but not by the voters of any of the towns of Cranberry Isles, Frenchboro, M.S.A.D. #76 - Swan's Island or Trenton, then this Interlocal Agreement shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. Approval of the School Reorganization Plan incorporating this Interlocal Agreement by the voters of Bar Harbor, Mount Desert, Southwest Harbor and Tremont, each voting separately, shall constitute approval by the voters of Mount Desert Island Regional School District which is comprised of the inhabitants and territory of those four towns.

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18. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

19. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

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WITNESS: **Bar Harbor School Department**

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS: **Mount Desert School Department**

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS: **Southwest Harbor School Department**

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS: **Tremont School Department**

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS: **Cranberry Isles School Department**

_____ BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

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WITNESS: **Frenchboro School Department**

BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS: **Trenton School Department**

BY: _____
_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS: **Maine School Administrative
District No. 76**

BY: _____
_____, Its Chair
Board of School Directors
Date: _____, 2008

WITNESS: **Mount Desert Island Regional School
District**

BY: _____
_____, Its Chair
School District Committee

WITNESS: **APPROVED PURSUANT TO
30-A M.R.S.A. §2205**

BY: _____
Susan M. Gendron
State of Maine
Commissioner of Education
Date: _____, 2008