#### Withdrawal Agreement

#### between Regional School Unit No. 13

#### and the Town of St. George Withdrawal Committee

This Agreement is by and between Regional School Unit No. 13, a Maine Regional School Unit comprising the municipalities of Cushing, Owls Head, Rockland, South Thomaston, St. George and Thomaston (hereinafter "RSU 13") and the Town of St. George Withdrawal Committee, a duly appointed municipal withdrawal committee for the Town of St. George (hereinafter "St. George") organized in accordance with 20-A M.R.S § 1466(4)(A).

#### 1. Purposes

The purposes of this Agreement are to:

- A. In accordance with 20-A M.R.S. § 1466, provide for the timely and orderly withdrawal of St. George from RSU 13;
- B. Provide educational continuity for all students residing in St. George;
- C. Fairly allocate responsibility for RSU 13's financial and contractual obligations and other liabilities, and to fairly allocate RSU 13's assets; and
- **D.** Minimize the disruption to RSU 13's educational programming and services, minimize any cost increases to the taxpayers of both Parties, and provide for the transition of educational responsibilities to the St. George Municipal School Unit.

#### 2. Withdrawal

Pursuant to 20-A M.R.S § 1466, the Town of St. George ("St. George") shall withdraw from RSU 13 in accordance with the terms of this Agreement as of June 30, 2015, and thereafter shall no longer be a member of RSU 13. As of July 1, 2015 ("the Effective Date"), St. George shall become a separate municipal school unit (hereinafter "the St. George MSU") composed solely of St. George. For the purposes of this Agreement, the term "St. George MSU" shall mean the municipal school unit composed solely of St. George or any school administrative unit that the St. George MSU may join or merge with, or otherwise be included in, as a member.

Upon the Effective Date, the St. George MSU will assume full responsibility for providing a Kindergarten through 12<sup>th</sup> grade public education for all students residing in the Town of St. George, including those with special education needs. The St. George MSU will operate the St. George School for grades K though 8 in accordance with applicable law.

## 3. Right to Continued Enrollment and Transportation During First Year After Withdrawal

A. Continued Enrollment. During the first year after withdrawal (i.e., from July 1, 2015, to June 30, 2016), students residing in St. George and RSU 13, including special education students (see Section 5), may attend the school they would have attended had St. George not withdrawn from RSU 13 in accordance with the procedures and policies in place immediately prior to withdrawal and applicable law. During the first year after withdrawal, if a St. George resident

student attends school in RSU 13, or if an RSU 13 resident student attends school in St. George, the school unit where the student resides shall be responsible for the student's transportation to and from school.

- B. RSU 13 currently operates an Alternative Education program that is housed at the St. George School and serves students from throughout RSU 13's member municipalities. As of the Effective Date, responsibility for the Alternative Education program will remain with RSU 13, and RSU 13 will identify a suitable location from which to operate the program, whether at the St. George School (by separate agreement) or elsewhere. During the first year after withdrawal, St. George students who otherwise would have attended the Alternative Education program had St. George not withdrawn may attend that program through RSU 13 upon the payment of tuition as set forth in subsection D.
- C. Termination of Right. A student's right to continue to be educated at schools as set forth in Subsection A above may be discontinued to the extent provided by law, including without limitation for reasons of suspension, expulsion, out-of-district placement, or enrollment in another public or private school.
- **D. Tuition.** The tuition rates during the first year following withdrawal shall be as follows: The tuition rate for elementary students shall be the rate calculated under 20-A M.R.S. § 5804(1). The tuition rate for secondary students shall be the rate calculated pursuant to 20-A M.R.S. § 5805(1). The number of students shall be the average number of students on October 1st and April 1st of the school year. Pursuant to 20-A M.R.S. § 1466(4)(A)(1), as applicable, the tuition rates during the first year after withdrawal are not subject to any statewide average per pupil cost limitation.

RSU 13 will invoice St. George for the number of St. George students enrolled in RSU 13 during the school year on a monthly basis, with reconciliation after the Department of Education sets final tuition rates and during the fiscal year in which the tuition costs are incurred. Payments shall be due thirty (30) days after billing. Installments not paid by the due date shall bear interest at the legal rate pursuant to Title 14, Section 1602 and 1602-A, until paid in full, and shall be subject to the remedies provided in 20-A M.R.S. § 5810.

The elementary and secondary tuition rates do not include transportation costs, special education and 504/ADA costs (see Section 6), or, as applicable, costs charged by Region 8 Mid-Coast School of Technology pursuant to its cooperative agreement.

E. Eligibility for Scholarships, Benefits and Programs. During the first year after withdrawal, any St. George resident student attending an RSU 13 school and any resident RSU 13 student attending the St. George School in accordance with this Agreement shall be entitled to participate in any extra-curricular or after school program, special curriculum offering (including gifted/talented programs), scholarship program or other benefit or program applicable to other students of the school the student is attending.

#### 4. Education of St. George Resident Students after First Year of Withdrawal

A. For the education of St. George resident students in grades K through 8, during the ten-year period following withdrawal, the St. George MSU will provide educational programming at the St. George School or shall enter into a "school of record" tuition contract approved by the

Department of Education that provides for the education of its students in any of those grades not served by a St. George MSU school.

**B.** For the education of students in grades 9 through 12, during the ten-year period following the withdrawal, St. George has entered into a "school of record" tuition contract with RSU 40 attached hereto as **Exhibit A** and made part of this Agreement. St. George will also offer students in grades 9 through 12 the opportunity to attend an established list of secondary schools, including RSU 13, on a tuition basis.

## 5. Education of St. George Students at RSU 13 after First Year of Withdrawal; Tuition Agreement

A. Right of Attendance. For the education of St. George students in grades 9 through 12 after the first year of withdrawal, RSU 13 shall accept said students on a tuition basis, with tuition to be calculated in accordance with subsection B of this Section, except as the provisions of subsection D of this Section may apply for special education students. This tuition agreement shall continue through the 2025-2026 school year unless otherwise terminated as provided herein. During the ten-year period of this tuition agreement, the St. George MSU shall place no limits on the number of its students that may attend RSU 13, nor shall it restrict the ability of St. George resident students for whom the St. George MSU does not maintain grades to choose to attend RSU 13 schools.

**B. Tuition.** The Town of St. George shall pay tuition for St. George resident students attending RSU 13 schools in accordance with this Section. Tuition shall be paid at 110% of the rate calculated pursuant to 20-A M.R.S.A. § 5805(1). In addition to a student's tuition, RSU 13 may charge a debt service factor, in an amount not to exceed 10% of the tuition amount calculated pursuant to 20-A M.R.S.A. § 5805(1), for any newly incurred capital outlay or debt service related to new construction at the RSU 13 school that the student attends. The debt service factor must be limited to a period of time not to exceed RSU 13's repayment period for newly incurred capital outlay or debt service. The percentage of the debt service factor must be proportional to the cost of the project and the number of tuition students, and shall be approved by the Commissioner of Education.

RSU 13 will invoice St. George for the number of St. George students enrolled in RSU 13 during the school year on a monthly basis, with reconciliation after the Department of Education sets final tuition rates and during the fiscal year in which the tuition costs are incurred. The number of students invoiced shall be the average number of students on October 1st and April 1st of the school year. Payment shall be due thirty (30) days after billing. Installments not paid by the due date shall bear interest at the legal rate pursuant to Title 14, Section 1602 and 1602-A, until paid in full, and shall be subject to the remedies provided in 20-A M.R.S. § 5810.

C. Number of Students. For the 2016-2017, 2017-2018, and 2018-2019 school years, RSU 13 shall accept secondary students from St. George in accordance with this agreement. If St. George does not actually send at least 25 students to RSU 13 during these said years, RSU 13 may charge and St. George shall pay tuition on the difference between the number of students actually attending and the lesser of 25 or the limit, if any, imposed as provided herein on the number of St. George students that may be enrolled in RSU 13 schools. Upon two years' written notice to the St. George MSU, RSU 13 may limit the number of St. George students it will enroll

under this Agreement. Such limit must be based on the actual limitations on the capacity of students at the RSU 13 secondary school. If such a limit is imposed, any St. George secondary student enrolled in RSU 13 as of the notice date shall have the continued right to attend his or her RSU 13 school through graduation.

- D. Eligibility for Scholarships, Benefits and Programs. Any St. George resident student attending an RSU 13 school in accordance with this Section shall be entitled to participate in any extra-curricular or after school program, special curriculum offering (including gifted/talented programs), scholarship program or other benefit or program applicable to other students attending the RSU 13 school. Costs and/or fees, if any, for such programs and offerings shall be paid by St. George resident students to the same extent that such costs and/or fees are paid by RSU 13 students.
- **E. Cancellation.** Either party may cancel the application of this Section 5 effective at the end of a fiscal year upon two years' prior written notice to the other party. In the event of cancellation by either party, St. George students attending RSU 13 schools in grades 9 or 10 as of the cancellation notice date shall have the right to elect to continue their education at RSU 13 schools through their graduation date. The tuition and other provisions specified herein shall apply to such students.

#### 6. Special Education/504 Students

#### A. St. George Special Education/504 Students Attending RSU 13 Schools

Following the first year after withdrawal, special education and Section 504 placement obligations for St. George resident students shall be the responsibility of the St. George MSU.

i. Placement and Planning. For students residing in St. George and attending RSU 13 schools pursuant to this Agreement, RSU 13 shall provide all special education services required by the IEP prepared by each student's IEP Team to the extent that RSU 13 has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether RSU 13 can implement the terms of the IEP, and whether RSU 13 has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by RSU 13 after a careful review of the IEP for the student. In no event shall RSU 13 refuse to provide needed special education services as provided in the IEP for students residing in St. George who are permitted to attend RSU 13 schools under this Agreement, except for student removals of more than 10 cumulative days in the school year, when a student has been properly expelled from RSU 13, or when RSU 13 has determined that it cannot provide an appropriate program or placement for a student.

The St. George MSU's Director of Special Education Services (or designee) shall represent the St. George MSU for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for St. George students attending RSU 13 schools. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the IEP Team, the St. George MSU's representative at that Team meeting shall make the decisions on those issues, subject to parental due process rights in relation thereto. RSU 13 personnel will work cooperatively with the St. George MSU's representative, and, upon request will provide the St. George MSU's representative with all information regarding

classroom observations, student performance, academic achievement testing and functional behavior assessment components of the student evaluation process. The St. George MSU's representative shall provide input to RSU 13's Special Education Director (or other administrative designee) on the proper implementation of the IEPs of St. George students attending RSU 13 schools or perceived deficiencies in IEP implementation. RSU 13 shall consider that input in good faith and shall respond in an appropriate manner consistent with the terms of this Agreement.

ii. Special Education and 504 Costs. The fuition rate calculations under 20-A M.R.S. §§ 5804 and 5805 expressly exclude expenditures for special education. Therefore, in accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), the St. George MSU, in addition to the tuition payments required under this Agreement, shall be responsible for the actual costs of special education for St. George students attending RSU 13, including special education transportation costs and costs for facilities modifications required to accommodate a St. George student, to the extent that such costs are not included in the calculation of the tuition rate under 20-A M.R.S. §§ 5804 and 5805(1) and regardless of whether the costs qualify for state subsidy. For purposes of this Section 5, special education shall include non-special education 504/ADA plans and services and special education costs shall include costs of nonspecial education 504/ADA plans and services and reasonable attorneys' fees incurred by RSU 13 in connection with disputes over delivery of special education services and/or Section 504/ADA plan services for individual St. George resident students. RSU 13 shall provide an itemized invoice to the St. George MSU for such special education costs during the fiscal year in which the special education costs are incurred.

#### B. RSU 13 Special Education/504 Students Attending St. George MSU Schools

i. Placement and Planning: For students residing in RSU 13 and attending St. George MSU schools during the first year after withdrawal pursuant to this Agreement, the St. George MSU shall provide all special education services required by the IEP prepared by each student's IEP Team to the extent that the St. George MSU has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether the St. George MSU can implement the terms of the IEP, and whether the St. George MSU has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by the St. George MSU after a careful review of the IEP for the student. In no event shall the St. George MSU refuse to provide needed special education services as provided in the IEP for students residing in RSU 13 who are permitted to attend St. George MSU schools under this Agreement, except for student removals of more than 10 cumulative days in the school year, when a student has been properly expelled from the St. George MSU, or when the St. George MSU has determined that it cannot provide an appropriate program or placement for a student.

RSU 13's Director of Special Education Services (or designee) shall represent RSU 13 for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for RSU 13 students attending St. George MSU schools. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the IEP Team, RSU 13's representative at that Team meeting shall make the decisions on those issues, subject to parental due process rights in relation thereto. St. George MSU personnel

will work cooperatively with RSU 13's representative, and, upon request will provide RSU 13's representative with all information regarding classroom observations, student performance, academic achievement testing and functional behavior assessment components of the student evaluation process. RSU 13's representative shall provide input to the St. George MSU's Special Education Director (or other administrative designee) on the proper implementation of the IEPs of RSU 13 students attending St. George MSU schools or perceived deficiencies in IEP implementation. The St. George MSU shall consider that input in good faith and shall respond in an appropriate manner consistent with the terms of this Agreement.

Following the first year after withdrawal, special education and Section 504 placement obligations for RSU 13 resident students shall be the sole responsibility of RSU 13.

ii. Special Education and 504 Costs. The tuition rate calculations under 20-AM.R.S. §§ 5804 and 5805 expressly exclude expenditures for special education. Therefore, in accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), RSU 13, in addition to the tuition payments required under this Agreement, shall be responsible for the actual costs of special education for RSU 13 students attending St. George MSU schools, including special education transportation costs and costs for facilities modifications required to accommodate the students, to the extent that such costs are not included in the calculation of the tuition rate under 20-A M.R.S. § 5804(1) and regardless of whether the costs qualify for state subsidy. For purposes of this Section 5, special education shall include non-special education 504/ADA plans and services and special education costs shall include costs of non-special education 504/ADA plans and services and reasonable attorneys' fees incurred by the St. George MSU in connection with disputes over delivery of special education services and/or Section 504/ADA plan services for individual RSU 13 resident students. The St. George MSU shall provide an itemized invoice to RSU 13 for such special education costs during the fiscal year in which the special education costs are incurred.

## 7. The St. George MSU to Become a Member of Region 8 Mid-Coast School of Technology.

Upon withdrawal, the St. George MSU shall, in concert with the Department of Education and the Region 8 Cooperative Board, take necessary steps to become a member of Region 8 Mid-Coast School of Technology through legislative amendment of 20-A M.R.S. § 8451(2)(G). Until such time as the St. George MSU becomes a member of Region 8, the St. George MSU shall be responsible for Region 8 costs attributable to St. George resident student counts pursuant to the Region 8 cost sharing formula. The Region 8 Cooperative Agreement is attached hereto as **Exhibit B** and made part of this Agreement.

#### 8. Need for School Construction

The withdrawal of St. George from RSU 13 will not cause a need within 5 years from the Effective Date for school construction projects that would be eligible for state funds. This does not include a need for a school construction project that existed prior to the Effective Date or a need that would have arisen even if St. George had not withdrawn. Any school construction or renovation by the St. George MSU shall be at its sole expense.

#### 9. Transportation

As of the Effective Date, RSU 13 shall have no responsibility regarding the transportation of students residing in St. George. As of the Effective Date, the St. George MSU shall assume the full responsibility and cost for transportation of all St. George resident students, including those students attending RSU 13. For St. George resident students attending RSU 13 schools under this Agreement, the St. George MSU shall provide transportation for those students to the RSU 13 schools that they attend. RSU 13 shall assume responsibility for transportation of any RSU 13 students attending the St. George School during the first year following withdrawal.

#### 10. Allocation and Distribution of Outstanding Indebtedness

As of the date of this Agreement, the outstanding bonds and notes issued or assumed by RSU 13 and related to real property are listed in the table below:

Date Issued	Amount Issued	Issuer	Purpose	Outstanding	Maturity
				Principal as of Effective Date	Date
5/27/1999	\$1,582,500	SAD 5	South School (state subsidized)	\$0	11/01/14
5/29/1997	\$2,760,000	SAD 50	St. George School (state subsidized)	\$414,000	11/1/2017
5/28/1998	\$4,800,000	SAD 5	Middle School	\$960,000	11/1/2018
3/27/2002	\$2,225,000	SAD 50	Cushing School	\$778,750	11/1/2021
5/23/2013	\$500,000	RSU 13	Various, including St. George School	\$450,000	11/1/2023

The debts of Maine School Administrative District No. 5 ("SAD 5") and Maine School Administrative District No. 50 ("SAD 50") were assumed by RSU 13 as a part of RSU 13's Reorganization Plan. The Parties recognize that the voters of RSU 13 (including the voters of St. George), upon reorganization, agreed to assume the debts of SAD 5 and SAD 50 with the understanding that all member municipalities would contribute to the payment of debt service. Similarly, the voters of RSU 13, after reorganization, agreed to issue debt as a regional school unit with the understanding that all member municipalities would contribute to the payment of debt service.

Pursuant to 20-A M.R.S. § 1466(16)(A), whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness; however, a withdrawal agreement may provide for alternate means for retiring outstanding indebtedness.

A. Debt Service on St. George School. In 1997, SAD 50 issued a bond for the St. George School that was approved for purposes of state debt service subsidy (the "1997 Bond"). As of

the Effective Date, RSU 13 will owe \$414,000 in principal plus interest on this indebtedness. After the Effective Date, the St. George MSU will pay RSU 13 its State-calculated allocable share of any remaining debt service on the 1997 Bond.

At the time SAD 50 issued the 1997 Bond, it executed an Arbitrage and Use of Proceeds Certificate (attached as **Exhibit D**), in which it made certifications and representations with respect to compliance with provisions of the Internal Revenue Code of 1986, as amended, (the "Code"). These certifications and representations, in part, ensured to bondholders that the 1997 Bond would retain its tax exempt status. Upon the transfer of the St. George School to the St. George MSU, the St. George MSU shall be responsible for these certifications and representations. By this Agreement, the St. George MSU agrees to be fully bound by all of the terms of the Arbitrage and Use of Proceeds Certificate, excluding provisions requiring continued ownership of the St. George School by SAD 50 but including without limitation the following provision:

The school construction project at the St. George School (the "Project")] is and will be owned by [Maine School Administrative District No. 50 (the "Unit")] and will not be leased to any person who is not a state or local government unit. The Unit has not and will not enter into any contracts or other arrangements including without limitation, management contracts, capacity guarantee contracts, take or pay contracts or put or pay contracts, with persons who are not state or local governments pursuant to which such persons have a right to use or make use of the Project on a basis not available to members of the general public.

- B. Other Outstanding Indebtedness of RSU 13. The remaining outstanding debt of RSU 13—including the bonds issued on May 28, 1998, March 27, 2002, and May 23, 2013—is not approved for state subsidy, and RSU 13 shall remain intact for the purpose of securing and retiring the debt. As an alternate means of retiring St. George's share of this indebtedness, St. George shall pay RSU 13 a percentage of the remaining principal and interest payments due on those bonds, which percentage shall be calculated as the average of the Town of St. George's share of RSU 13's additional local funds for the five fiscal years beginning 2009-2010 and ending 2013-2014 (the "St. George Percentage Share"). The Parties agree that the St. George Percentage Share equals 24.57%. RSU 13 shall invoice St. George for its share of the principal and interest payments according to the regular payment structure on each bond, until the debt is retired.
- C. Opinion Required by Bond Bank. To the extent requested by the Maine Municipal Bond Bank (the "Bond Bank") with respect to outstanding bonds issued by SAD 5, SAD 50, and RSU 13 and held by the Bond Bank, RSU 13 shall have its bond counsel prepare and submit an opinion to the Bond Bank that this Agreement does not affect the Bond Bank's substantive rights to enforce the terms of such outstanding bonds. The St. George MSU shall reimburse RSU 13 its legal cost for this opinion of bond counsel.
- D. Assumption of Debt Related to Property Transferred to St. George. The St. George MSU agrees to assume and pay and fully comply with the terms, including tax covenants, of any other indebtedness, including bonds, notes, or lease purchase agreements for equipment or other personal property that serves or is related to the St. George School whether or not identified and provided for herein. A schedule of such equipment and personal property is attached hereto as

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Exhibit E. To the extent such other existing indebtedness also covers equipment or other personal property that serves or relates to RSU 13 schools, the St. George MSU shall comply with the terms and conditions of the same, shall not exercise any right of nonappropriation without the consent of RSU 13, and shall promptly pay the invoices of RSU 13 for an equitable pro rata share of each payment obligation based upon cost of the equipment that serves or is related to the St. George School.

## 11. <u>Financial Commitments for Bonds or Notes Issued after Approval of Withdrawal and Prior to the Effective Date</u>

If St. George votes to withdraw from RSU 13, during the period between the date of certification of that vote and the Effective Date, pursuant to applicable provisions of law (including without limitation sections 5721, 5724(4) and 5772 of Title 30-A), St. George shall have the responsibility to issue such debt (including lease purchase agreements) as it deems necessary to make unexpected or emergency repairs, or other renovations as it deems necessary, to the St. George School. If St. George issues a bond or note or enters into a lease purchase agreement for such repairs, renovations, or upgrades, these obligations shall be issued in the name of St. George and shall be the sole responsibility of St. George with no contribution from RSU 13. Until the school is transferred to the St. George MSU, the parties shall reasonably cooperate to complete the financed renovations, upgrades, or repairs to effect the same without unnecessarily interfering with the operation of the school.

In addition, if St. George votes to withdraw from RSU 13, during the period between the date of certification of that vote and the Effective Date, RSU 13 may issue bonds or notes or enter into lease purchase financing arrangements to upgrade facilities at RSU 13 schools and for other purposes. During this period of time, RSU 13 agrees not to issue such obligations for the St. George School. Pursuant to 20-AM.R.S. § 1466(16), RSU 13 will remain intact for purposes of retiring and securing such indebtedness. As an alternate means of retiring such obligations, RSU 13 hereby agrees to assume, and at its own expense to pay, such obligations entirely from its own funds with no contribution or participation from the St. George MSU (except for any debt service factor supplementing tuition as described herein, to the extent applicable).

To the extent that any obligation may be issued by RSU 13 for current operating expenses during FY 2014-2015, including tax and revenue anticipation notes, the obligation shall be a general obligation of RSU 13 payable from ad valorem taxation in all of its member municipalities, including the Town of St. George.

#### 12. Allocation and Distribution of Other Long-Term Financial Commitments

A. Long-Term Individual Employment Contracts. RSU 13 employs administrative and central office individuals on a long-term basis for the following positions: Superintendent, Director of Special Education, Business Manager, Maintenance and Transportation Director, Director of School Improvement and Athletic Director. The long-term nature of contracts for these positions is necessitated by labor market forces, and the contracts are based on the anticipated needs of RSU 13 as it is constituted. Therefore, as of the Effective Date, the St. George MSU shall be responsible to pay the St. George Percentage Share of the costs of these employees for the duration of their employment contracts. However, the St. George MSU shall not be responsible for costs of RSU 13 long-term employment contracts to the extent that they

extend beyond the 2016-2017 fiscal year, or to the extent they are extended or entered into after the date that voter approval of this Agreement is certified. RSU 13 shall not accelerate its normal contract negotiation or hiring procedures in order to enter new contracts prior to the date that voter approval of this Agreement is certified.

The St. George MSU shall be responsible at its own expense to contract for any long-term individual employment contracts it may require, including, if applicable, a principal, a superintendent of schools, a director of special education, and other administrative and central office positions referenced above.

**B. Vendor Contracts.** RSU 13 has entered into long-term vendor contracts and agreements for products and services, including without limitation, copier services and maintenance, HVAC maintenance, and consulting services. These contracts are listed in **Exhibit F**. To the extent possible, the parties shall issue replacement agreements with vendors to separately cover each party's respective equipment and/or services.

The St. George MSU agrees to assume and be solely liable for and at its own expense to pay any amounts that come due on or after the Effective Date under any such contracts and agreements to the extent related to maintenance, care and servicing of the St. George School or equipment and other tangible personal property located at or servicing the St. George School. To the extent such existing contracts and agreements also cover facilities or assets retained by RSU 13 and cannot be separated between the Parties, the St. George MSU shall comply with the terms and conditions of the same, shall not exercise any right of non-appropriation without the consent of RSU 13, and shall promptly pay invoices of RSU 13 for an equitable pro rata share of each payment obligation. Licensing and software agreements are covered in Section 17(B).

#### 13. Contingent Liabilities.

- A. Future Claims. The Parties acknowledge that RSU 13 may be liable for future legal claims based on incidents arising prior to the Effective Date, when St. George was a member of RSU 13. The St. George MSU shall be responsible for and agrees to pay the St. George Percentage Share of RSU 13's costs, expenses, damages, and other losses arising from such claims, including costs to defend such claims, to the extent that RSU 13's costs, expenses, damages, and other losses are not covered by insurance or other sources. RSU 13 shall give written notice of such claims to the St. George MSU within 30 days after RSU 13 receives notice of a claim. RSU 13 shall regularly update the St. George MSU regarding the status of such claims, and shall consult with the school committee or as applicable the superintendent of the St. George MSU before entering into a settlement of such claims.
- **B.** Audits. In the event that RSU 13 becomes the subject of a federal or state audit for a period when St. George was a member of RSU 13 and as a result of such audit, RSU 13 becomes subject to any payment obligation or withholding by federal or state authority, then the St. George MSU shall reimburse RSU 13 for the St. George Percentage Share of the amount of such payment obligation or withholding relating to the period when St. George was a member of RSU 13 including without limitation, any interest and penalties thereon, within thirty (30) days of any such payment by RSU 13 or any such withholding from RSU 13. If, as a result of such audit, RSU 13 receives any rebate, refund, credit or overpayment from any federal or state authority, then RSU 13 shall reimburse the St. George MSU for the St. George Percentage Share of such

rebate, refund, credit or overpayment within thirty (30) days of receipt of any such payment or credit to RSU 13.

#### 14. Collective Bargaining Agreements

- A. The collective bargaining agreements listed in **Exhibit G**, attached hereto, currently pertain to RSU 13 employees that will be employed by the St. George MSU following withdrawal from RSU 13.
- B. Collective bargaining agreements listed above that are in effect on the Effective Date and that expire after the Effective Date shall, to the extent they cover employment positions that will be included in the St. George MSU, be assigned to and assumed by the St. George MSU as of the Effective Date.
- C. If withdrawal from RSU 13 is approved by the voters of the Town of St. George, upon certification of that vote, the RSU 13 Board shall have no further authority to bargain with respect to employment positions to be assigned to the St. George MSU for any period following the Effective Date.
- **D.** If any collective bargaining agreement covering employment positions to be assigned to the St. George MSU has expired and no successor agreement has been executed as of the Effective Date, the St. George MSU shall maintain the static status quo, as defined by applicable law existing under the expired agreement, with regard to employment positions assigned to the St. George MSU until such time as the Town of St. George has entered a new agreement.
- E. Employees occupying employment positions that are included in existing bargaining units and are assigned to the St. George MSU shall continue to be represented by the bargaining agents representing them before the Effective Date.
- F. A list of employees and positions to be assigned to the St. George MSU is attached to this Agreement as **Exhibit H**. RSU 13 shall update this list to June 30, 2015, and the updated list shall be attached to and incorporated into this Agreement as **Replacement Exhibit H**.
- G. As of the date of this Agreement, several RSU 13 employees are assigned to the St. George School on a part-time basis. On the Effective Date, such RSU 13 employees who work more than 50% of their average work week at the St. George School shall become employees of the St. George MSU, and RSU 13 employees who work less than 50% of their average work week at the St. George School shall become employees of RSU 13. The allocation of these employees is detailed in **Exhibit H**. This Agreement neither requires nor precludes the St. George MSU and RSU 13 from entering into any agreement(s) to share the services of any employee(s), and such agreement(s) may allocate responsibilities and liabilities for employees in a manner that differs from that set forth herein.

#### 15. Continuing Contract Rights under Section 13201

A. The Town of St. George's withdrawal from RSU 13 will not affect the continuing contract rights of teachers under 20-A M.R.S. § 13201. On the Effective Date, all continuing contract teachers to be assigned to the St. George School under this Agreement, and having a right to

continued employment as of the Effective Date, shall become continuing contract teachers of the St. George MSU.

B. The St. George MSU shall credit probationary teachers assigned to the St. George School who become employees of the St. George MSU with prior consecutive years of probationary service, if any, that they accumulated as employees of RSU 13. A list of continuing contract teachers and probationary teachers with their number of years of service toward continuing contract status, to be assigned to the St. George MSU is attached as **Exhibit I**. This list shall be updated to the Effective Date, by the St. George MSU School Committee, upon consultation with the RSU 13 Superintendent, and the updated list shall be provided to RSU 13 and attached to and incorporated into this Agreement as Replacement **Exhibit I**.

#### 16. Sharing of Staff and Services

Nothing in this Agreement requires or precludes the sharing of teachers, administrative or other staff or services pursuant to any separate agreement entered into by the St. George MSU and RSU 13.

#### 17. Disposition of Real and Personal Property and Reimbursements

The St. George MSU shall be responsible for the cost, including any attorneys' fees, for all recording, registration and filing fees; and all transfer, re-titling, inspection and other taxes, fees or charges of any governmental authority to effectuate the transfer of any property pursuant to this Agreement. All transfers and assignments of property under this Agreement shall be without warranty or covenant of title of any kind, and subject to rights and interests of lessors, lessees, secured parties, and others, if any, whether or not recorded or filed of record.

- A. Real Property. RSU 13 shall convey all of its right, title, and interest in and to all real property and fixtures located in the Town of St. George that were deeded to RSU 13 upon its formation to the Town of St. George by quitclaim deed, dated May 27, 2009, and recorded in the Knox County Registry of Deeds at Book 4123, Page 181. RSU 13 shall be responsible for preparing the deed and for the costs of that preparation.
- **B. Personal Property.** RSU 13 agrees that any and all personal property located in or on the premises of the St. George School, or used exclusively for St. George school programs, as of the Effective Date, including but not limited to moveable equipment, computers and other technological equipment, furnishings, textbooks and other curriculum materials, supplies and inventories, will become the property of the St. George MSU upon the Effective Date. The St. George MSU may require such assignments, bills of sale or other instruments of transfer that are reasonably necessary to transfer RSU 13's right, title and interest in such personal property without warranty or covenant of any kind, provided that if the St. George MSU requires an itemized list of property for attachment to a bill of sale or other instrument, it shall prepare that list at its expense for RSU 13 approval.

As of the Effective Date, license agreements and software for the direct operation of the St. George School and equipment and other tangible personal property transferred under this Agreement shall be assigned by RSU 13 to the St. George MSU to the extent permitted by the terms of the licensing or software agreements, and to the extent such transfer is permissible under the terms of such agreements without imposition of any additional fee or cost to RSU 13

or any limitation or restriction on RSU 13's use of such license or software agreement in connection with RSU 13's other facilities, equipment and operations. For purposes of the preceding sentence, "direct operation" does not include RSU 13's software and licenses pertaining to its central office operations serving its schools, including the St. George School. The St. George MSU shall be responsible for purchasing all of its central office licenses and software, including accounting software. Any transfers of software and license agreements are further subject to the terms and conditions of such agreements, which the St. George MSU assumes and agrees to pay.

- C. School Buses and Vehicles. Upon the Effective Date, RSU 13 shall transfer title to three buses to the Town of St. George. Descriptions of the vehicles to be transferred are set forth in **Exhibit J** to this Agreement. If any vehicle transferred pursuant to this Agreement is subject to lease financing, the St. George MSU shall assume the lease, if possible, or be responsible for paying the remaining lease obligation on the bus. The St. George MSU shall be entitled to receive any state school bus purchase subsidy associated with any lease payments made by the St. George MSU for any bus transferred pursuant to this agreement.
- **D. Scholarship and Trust Funds.** Scholarship and trust funds held by RSU 13 that have been established for the exclusive benefit of the Town of St. George or its resident students shall be transferred to the St. George MSU subject to any applicable requirements. The Parties are not aware of any such funds.
- E. Consumables and Supplies. RSU 13 shall continue to supply the St. George School with consumables and supplies, including heating fuels, as needed up to the Effective Date.

In accordance with 20-A M.R.S. § 1466(19), the RSU 13 School Board has determined that its educational program will not be disrupted solely because of the transfer of any property to the St. George MSU pursuant to this Agreement.

#### 18. Undesignated Fund Balance

Within thirty (30) days of a finalized audit for FY 2014-2015, RSU 13 shall pay to the St. George MSU the St. George Percentage Share of RSU 13's undesignated fund balance, net of all encumbered funds and other charges under generally accepted accounting principles, such as but not limited to funds for summer salaries and benefits obligations. In the event that the audit for FY 2014-2015 shows that RSU 13 had a negative undesignated fund balance as of June 30, 2015, then within thirty (30) days of the finalized audit, the St. George MSU shall pay RSU 13 the St. George Percentage Share of the amount of the negative fund balance.

#### 19. RSU 13 Reserve Funds

Within thirty (30) days of a finalized audit for FY 2014-2015, RSU 13 shall pay to the St. George MSU the St. George Percentage Share of the total balance of all reserve accounts as of the close of the 2014-2015 fiscal year.

#### 20. Transition of Administration and Governance

It is the intent of the parties that the vote to approve this Withdrawal Agreement will occur in the November 2014 statewide election, and that the process to form the St. George MSU will begin

immediately following an affirmative vote to withdraw. In the event this Agreement is approved, the administration and governance of education for St. George resident students will be transferred from RSU 13 to the St. George MSU as of the Effective Date. Upon approval of this Agreement, the Town of St. George will provide for the election of a school committee in accordance with state law. Said school committee will have the responsibility to develop an operating budget for the 2015-2016 fiscal year, to hire necessary administrative staff (including a part-time superintendent), to enter into agreements for services to be provided to the St. George MSU, and to accomplish the transfer of property, assets and debt liabilities from RSU 13 to the Town of St. George. If the withdrawal of the Town of St. George from RSU 13 is approved, the voters of the Town of St. George shall not participate in approval of the RSU 13 budget for fiscal year 2015-2016 at either the RSU 13 budget meeting or the RSU 13 budget validation referendum, and shall not vote on whether or not to continue the budget validation referendum process in RSU 13.

#### 21. Amendment

This Agreement may be amended by mutual written agreement of the school boards of RSU 13 and the St. George MSU. Any amendment to this Agreement shall require the written approval of the Commissioner of the Maine Department of Education.

#### 22. State and Local Approval

This Agreement is subject to approval by the Maine Commissioner of Education as required by 20-A M.R.S. § 1466(4)(B) and approval of the withdrawal by affirmative vote of the Town of St. George. Approval of this Agreement requires a majority vote of those casting valid votes in the Town, and the total votes for and against withdrawal must equal or exceed 50% of the total number of votes cast in the Town for the last gubernatorial election. 20-A M.R.S. § 1466(9).

#### 23. Additional Considerations

- A. Superintendents' Agreements. Nothing in this Agreement shall limit the availability or use of Superintendents' Agreements with respect to students of RSU 13 and the St. George MSU.
- B. Dispute Resolution. Any dispute between the Town of St. George and RSU 13 (hereinafter individually referred to as "a Party" or collectively as "the Parties") arising out of or relating to this Agreement shall be resolved in accordance with this paragraph. Either Party may give written notice of a dispute arising out of or related to this Agreement the other Party in person or by certified mail, return receipt requested. The Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the noticed Party. If the dispute has not been resolved within thirty (30) days, either Party may serve written notice on the other Party of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation. The Parties shall share the cost of the mediator, but each shall bear its own costs related to mediation. If the Parties are unable to resolve the dispute through mediation, then each retains all rights and legal and equitable remedies provided by law, including the right to initiate and pursue litigation.

D. Applicability to Successor School Administrative Units. Upon approval by the Maine Commissioner of Education and by affirmative vote of the Town of St. George to approve this Agreement for withdrawal from RSU 13, this Agreement shall be binding upon the Town of St. George, the St. George MSU and any successor school administrative units that the St. George MSU may join, merge with, or otherwise be included as a member, and upon RSU 13 and its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which the Town of St. George, the St. George MSU, RSU 13, or their respective successor school administrative units are or become a party.

#### 24. Miscellaneous

This Agreement may not be assigned and shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine, without regard to any of its conflict of laws principles.

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.

Each Party represents that its signatories to this Agreement are duly authorized by that Party to execute this Agreement and in so doing to bind that Party to its terms.

The headings and subheadings of the sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

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.

#### List of Exhibits:

Exhibit A - RSU 40 10-Year Tuition Agreement

Exhibit B - Region 8 Cooperative Agreement

Exhibit C – Reserved

Exhibit D - Arbitrage and Use of Proceeds Certificate for M.S.A.D. No. 50 \$2,760,000 Registered School Bond issued May 29, 1997

Exhibit E - Schedule of St. George Equipment and Personal Property subject to payments

- Exhibit F Schedule of RSU 13 Long-Term Vendor Contracts
- Exhibit G Schedule of RSU 13 Collective Bargaining Agreements
- Exhibit H Schedule of Employees and Positions to be Assigned to the St. George MSU
- Exhibit I Schedule of Continuing Contract Teachers and Probationary Teachers
- Exhibit J Schedule of School Buses and Vehicles to be Transferred to the St. George MSU

Signed this 20	day of <b>August</b> , 2014	
WITHDRAWAL	COMMITTEE OF THE TOW	VN OF ST. GEOI
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Countersigned this	s <u>12</u> day of <u>August</u>	,2014.
	OOL UNIT NO. 13	
4	40R	
Steven Roberts Chair of the School as duly authorized	ol Board by vote of the RSU 13 Board	of Directors
		y filosofie a servicio
Approved this	_ day of	. 2014.
Approved this	_day of	. 2014.

#### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

#### **EXHIBIT A**

Tuition Agreement between the St. George MSU and Regional School Unit No. 40 is attached hereto.

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## SECONDARY TUITION CONTRACT BETWEEN THE RSU/MSAD 40 BOARD OF DIRECTORS AND THE TOWN OF ST. GEORGE BOARD OF SELECTMAN

This tuition contract for the education of Town of St. George secondary students at Medomak Valley High School (MVHS) is made by and between RSU/MSAD 40 Board of Directors, and the St. George Board of Selectman ("Sending Unit") pursuant to Title 20-A M.R.S.A. § § 1258, 2703, 5801, 5805, 5810, and every other applicable provision of Maine law pertaining to public school education. In the event that the Town of St. George votes to withdraw from RSU 13, this contract shall be assigned by the St. George Board of Selectmen to the St. George School Committee to be elected following such withdrawal as of the effective withdrawal date.

This tuition contract for secondary education is made to establish the terms and conditions of the contract of Sending Unit to send, and of RSU/MSAD 40 to accept and receive secondary tuition students from Sending Unit to attend MVHS on a non-exclusive basis. In consideration of their mutual promises and undertakings in this contract, RSU/MSAD 40 and Sending Unit hereby agree as follows:

#### **ARTICLE I - EDUCATION OF STUDENTS**

Section 1.1 - Students to Attend. MVHS will serve as the "school of record," also known as the "school of guaranteed access," for the Sending Unit secondary students during the tenyear term of this contract.

Section 1.2 - Services to be provided. RSU/MSAD 40 shall provide instruction, facilities, and supplies for secondary students in grades 9, 10, 11, and 12 during the term of this contract. RSU/MSAD 40 shall select and employ teachers, set the course of studies, supervise the instruction, and adopt, amend, and enforce rules pertaining to the educational activities of MVHS. The final determination of the instruction, facilities and supplies to be provided for secondary education in grades 9, 10, 11, and 12 at MVHS shall be made by RSU/MSAD 40 in its sound discretion and in the best educational interests of the students, according to the budget for MVHS approved by the RSU/MSAD 40.

RSU/MSAD 40will report available student data to the Superintendent of the Sending Unit including, but not limited to, the following:

Local achievement reports
State Mandated Assessment Results
Special Education students/programs
Vocational Education students/programs
Drop out and attendance records

Section 1.3 - Tuition Students, Benefits of Attendance. Tuition students from Sending Unit shall be entitled to all the privileges and benefits and shall be subject to the same rules, requirements, fees, payments, or other terms as resident students at MVHS, except as otherwise provided in this contract.

Section 1.4 - Career and Technical Education Students. Career and technical education shall be provided to students from the Sending Unit through Mid-Coast School of Technology/Region 8. The Sending Unit agrees to cooperate with the Maine Department of Education in seeking an amendment to 20-A M.R.S. § 8451 (2)(G) and an amendment to the Mid-Coast School of Technology/Region 8 Cooperative Agreement to include the Sending Unit as a member of Mid-Coast School of Technology/Region 8. Once the Sending Unit becomes a member of Mid-Coast School of Technology/Region 8, it shall pay the costs of career and technical education for its students attending MVHS pursuant to the Mid-Coast School of Technology/Region 8 Cooperative Agreement. Until the Sending Unit becomes a member of Mid-Coast School of Technology/Region 8 and is included in the Mid-Coast School of Technology/Region 8 Cooperative Agreement, the Sending Unit shall reimburse RSU/MSAD 40 for any additional career and technical education costs incurred by RSU/MSAD 40 attributable to the Sending Unit students attending MVHS on a tuition basis.

Section 1.5 - Students Suspended or Expelled. RSU/MSAD 40shall have the full authority and responsibility for discipline of students. If a student is suspended for more than ten (10) days or expelled from MVHS, the administration of RSU/MSAD 40 and Sending Unit will make a joint determination of whether the student will return to MVHS, with such determination requiring agreement of both parties. If the intent is that the student will return to MVHS, the administrators of RSU/MSAD 40 and Sending Unit will jointly develop the plan for reinstatement. If the student does not return to MVHS, the student shall be the responsibility of the school committee of the Sending Unit, which, shall be solely responsible for any costs for tutoring or alternative instruction for any student so suspended or expelled. Nothing contained herein shall require RSU/MSAD 40 to consent to readmission or the terms thereof.

Section 1.6 - Tuition Students from Other School Units. Nothing in this contract precludes RSU/MSAD 40 from accepting tultion students from school units other than the Sending Unit to attend MVHS on such terms and conditions as RSU/MSAD 40 determines from time to time.

#### **ARTICLE II - TUITION**

Section 2.1 - Rate of Tuition. For the instruction, facilities, and supplies furnished during each school year by RSU/MSAD 40, Sending Unit shall pay RSU/MSAD 40 the maximum legal tuition rate for Medomak Valley High School established by law pursuant to 20-A M.R.S.A. § § 5805 and 5807, plus a 10% debt service factor as permitted under 20-A M.R.S. § 5805 (4), and any other provision of Maine law establishing or regulating secondary tuition, as from time to time amended by the Legislature. The tuition rate for students who attend regional vocational programs shall be two-thirds (2/3rds) of the maximum allowable tuition rate under 20-A M.R.S. § 5805 as permitted by 20-A M.R.S.A. § 5809 plus a maximum 10% debt service factor as permitted under 20-A M.R.S. § 5805(4).

Section 2.2 – Students with Special Needs and Disabilities.

MVHS shall provide the program, services and supports to Sending Unit students required by each student's IEP or 504 Team to the extent that MVHS has an appropriate program to

meet the terms of the IEP or 504 Plan. Except for short term programming changes of not more than 10 cumulative school days per school year, decisions about whether MVHS can implement the terms of the IEP or 504 Plan and whether MVHS has an appropriate program or placement for a student pursuant to the requirements of the IEP or 504 Plan shall be made by RSU/MSAD 40 after a careful review of the IEP or 504 Plan for the student. In no event shall MVHS refuse to provide needed services or supports as provided in the IEP or 504 Plan, except for student removals of not more than 10 cumulative school days per school year, or when RSU/MSAD 40 has determined that MVHS cannot provide an appropriate program.

The cost of the special education services provided by MVHS to the Sending Unit students pursuant to this contract is not included in the tuition payments set forth in Section 2.1 above. Accordingly, by a mutually agreed upon date, but not later than May 15, annually a budget for all separate courses, programs and any direct services for students with special needs will be developed and approved jointly by the Superintendent of RSU/MSAD 40 and the Superintendent of the Sending Unit. That budget will be submitted to the Sending Unit for consideration as part of the Sending Unit's overall special education budget. The Sending Unit agrees that it is legally required to pay for all special education services ordered by the IEP Team for Sending Unit students in accordance with applicable State special education regulations, currently found at Maine Unified Special Education Regulations, ch. 101, including but not limited to § XVIII.3(F) (May, 2010). The Sending Unit's Director of Special Services (the "Director") and/or other designee shall be the Sending Unit's representative for special education programming, and shall be given advance notice of all IEP Team meetings. When the Director considers it appropriate, the Director, or the Director's designee, shall participate in the IEP Team process. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the Sending Unit's representative at that Team meeting shall make the decisions on those issues, subject to the parent's due process rights in relation thereto and the provisions of 2.2 (a) above. MVHS personnel, upon request, will provide the Director and/or other designee with the classroom observation and academic testing components of the student evaluation process, and any other information in possession of MVHS and its employees relevant to that student's identification and/or programming needs. The Director and/or other designee may provide input to RSU/MSAD 40's special education coordinator (or other administrative designee) on the proper implementation of Sending Unit students' IEPs, or perceived deficiencies in IEP implementation. The Sending Unit 504 Coordinator may provide input to MVHS on the proper implementation of Sending Unit student 504 plans or any perceived deficiencies in the implementation of Sending Unit student 504 plans. MVHS shall consider that input seriously and in good faith. MVHS shall require its special education teachers and coordinator to maintain full state certification required for their job functions.

MVHS shall comply with all state and federal special education/IDEA or 504/ADA legal requirements applicable to Sending Unit students attending MVHS under this Contract. The Sending Unit has all of the responsibilities set forth in applicable state statutes and special education regulations for educating resident Sending Unit students with special needs or disabilities attending MVHS pursuant to this Contract. In the event that a program or placement does not currently exist at MVHS to meet the needs of a Sending Unit student

with special needs or a disability, as determined by the IEP or 504 Team, MVHS and the Sending Unit shall work cooperatively to develop such a program or placement if it is feasible or legally required to do so at MVHS's location taking into consideration Sections 2.2(a) and 2.2(b) above.

The Sending Unit shall be responsible for paying costs arising out of student 504 plans when those plans require additional program and support expense, provided that in those circumstances a representative of the Sending Unit shall chair the 504 meeting and shall have final decision-making authority if the team is not otherwise in agreement.

Section 2.3 - Transportation. Sending Unit shall provide transportation for secondary school students attending MVHS and shall bear the full cost for all transportation of its students to and from MVHS over and above the tuition costs paid. If RSU/MSAD 40 transports students to or from a career and technical education center, a satellite program or an off-site location the parties agree that RSU/MSAD 40 shall bill Sending Unit to reflect RSU/MSAD 40's increased transportation costs, should they occur, to and from such location with respect to Sending Unit students. All other transportation for students from Sending Unit, including without limitation transportation to and from co-curricular activities, shall be provided without charge other than the tuition payments called for under this contract or uniform charges applied to all students attending MVHS. RSU/MSAD 40 may contract with third parties to provide transportation services or may operate its own vehicles for transportation, or both, at its sole discretion.

Section 2.4 - Tuition Payments. a) RSU/MSAD 40 shall bill the Sending Unit for the number of students enrolled in MVHS during the school year at a daily rate. Billing will be monthly, based on actual numbers of enrolled students for the previous month. Student daily attendance has no bearing on the tuition billing, with payment due thirty (30) days after billing, installments not paid by the due date shall bear interest at the legal rate pursuant to Title 14 section 1602 and 1602-A, until paid in full and shall be subject to the remedies provided in Title 20-A, Section 5810.

b) If there be any additional costs to RSU/MSAD 40 for the education of its students, the Sending Unit shall reimburse RSU/MSAD 40 for those costs, to the extent not prohibited by law.

#### ARTICLE III - TERM OF CONTRACT

This contract shall take effect after it has been approved by the Board of Directors of RSU/MSAD 40 and Sending Unit and as of July 1, 2015. It shall remain in full force and effect until June 30, 2025. Each year of this contract runs from July 1 to June 30. After the expiration of this contract, it shall not be automatically renewed, but may be renewed or extended by mutual written agreement. This contract constitutes written notice to Sending Unit pursuant to 20-A M.R.S. § 5803 that unless renewed or extended by mutual agreement, this Contract will terminate as of June 30, 2025 and RSU/MSAD 40 will discontinue the acceptance of tuition students from the Sending Unit as of that date.

ARTICLE IV – RSU/MSAD 40 BOARD OF DIRECTORS

The parties understand and agree that RSU/MSAD 40 shall possess and may exercise the following powers and shall perform the following duties:

- A. To select and employ the superintendent, teachers, other instructional personnel, coaches and administrators, and all other employees for MVHS.
- B. To set the salaries and benefits of teachers and all other school employees.
- C. To arrange for the course of studies at MVHS and establish or eliminate school programs or courses.
- D. To supervise the instruction of students.
- E. To adopt, amend, and enforce rules pertaining to the educational activities of MVHS, including without limitation eligibility rules of athletic and other co-curricular activities.
- F. To adopt school policies.

Personnel other than teachers employed to serve at MVHS, including without limitation the principal, assistant principal(s), administrators, coaches, other co-curricular activity leaders, and nurses, shall be employed and removed in the discretion of RSU/MSAD 40 and the terms and conditions of their employment set by RSU/MSAD 40. The parties agree to cooperate in good faith to coordinate their school calendars for grades 9-12 and grades K-8 and to develop a common calendar to the extent practicable for the school years falling within the term of this contract.

#### ARTICLE V - NOTICE

Any written notice or certification required or permitted to be given under the terms of this contract shall be given by one or more of the following methods: (a) by delivery in hand, (b) by fax, (c) by courier or delivery service, or (d) by mail. If mailed by certified mail, return receipt requested, or delivered by other means providing proof of delivery, the notice or certification is effective on the date it is received. If mailed by regular delivery, postpaid and properly addressed, the notice or certification is deemed to have been received three business days after the date of mailing and is effective on that date. Each of the parties shall file with the Superintendent of the other party a written statement of its mail address, delivery address (if different), telephone number and fax number upon the execution of this contract. The Superintendent shall file with the each of the parties a written statement of the Superintendent's mail address, delivery address (if different), telephone number and fax number upon the execution of this contract. Any party or the Superintendent may change any such address or information, but the change is not effective for purposes of this Contract unless and until the party files a written statement of the change with the every other party and the Superintendent in the same manner required under this Article for notices.

#### **ARTICLE VI - MISCELLANEOUS**

Section 6.1 - Dispute Resolution, Mediation. In the event that a dispute among the parties cannot be resolved among themselves by informal means, the parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the parties. If the parties cannot agree on a mediator, the Commissioner of Education shall be asked to appoint a mediator to assist the parties in resolving the dispute. The parties will participate in such mediation in good faith and will disclose to the other parties and the mediator all pertinent information concerning the dispute in their possession or control. No party shall be prejudiced by any position taken by that party during mediation, and no party shall be bound by any recommendation of the mediator unless the party accepts it. If the parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.

Section 6.2 - Parties to Cooperate. The parties mutually agree that they will cooperate with each other in the administration of this contract according to its terms and will execute any and all documents, instruments and writings necessary to give effect to the intent and purpose of this Contract.

Section 6.3 - Entire Contract. This Contract constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. There are no representations or covenants other than those expressly set forth herein.

Section 6.4 - Severability and Enforcement. If any of the provision of this Contract is held to be void or unenforceable, all the other provisions hereof shall nevertheless continue in full force and effect. The parties agree that a court of competent jurisdiction may reform any unenforceable provision and, as reformed, enforced.

Section 6.5 - Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall be and constitute the Contract.

Section 6.6 - No Waiver. No modification or waiver of any of the terms and provisions hereof shall be valid unless in writing and signed by the party against whom its enforcement is sought.

Section 6.7 - Binding Effect. This Contract and the terms and provisions hereof shall be binding upon and inure to the benefit of the successors or assigns of the parties.

Section 6.8 - Governing Law. This Contract shall be governed for all purposes by the laws of the State of Maine.

Section 6.9 - Contract Contingent upon Withdrawal, Approval, Assignment, and Ratification. This Contract is subject to 1) withdrawal of the Town of St. George from RSU 13 as of June 30, 2014; 2) approval of this Contract by the RSU/MSAD 40 budget meeting or other district meeting of RSU/MSAD 40 voters pursuant to §2702 of Title 20-A; 3) approval

of this Contract by the Town of St. George town meeting; 4) assignment of this Contract by the Board of Selectmen of the Town of St. George to the St. George School Committee to be elected following the withdrawal of the Town of St. George from RSU 13; and 5) ratification and approval of this Contract, and acceptance of the assignment of this Contract, by the St. George School Committee. Should any of these contingencies not be satisfied, this Contract shall be null and void and of no legal effect.

IN WITNESS WHEREOF the duly authorized Chair of the RSU/MSAD 40 School Committee and the Chair of the Board of Selectmen of the Town of St. George have executed this Contract on behalf of RSU/MSAD 40 and the Town of St. George, respectively, at

Jr. George Maine, on Depreme	<u>se 11, 2014.</u>
WITNESS:	Chair, RSU/MSAD 40 Board of Directors
gla 700a	Chair, St. George Board of Selectmen
	This Contract is hereby assigned to the St. George School Committee:
	Chair, St. George Board of Selectmen
St. George School Committee, having ratified the Assignment of this Contract to the St. Geo Selectmen of the Town of St. George:	and approved this Contract, hereby accepts orge School Committee by the Board of
Date:	
	Chair, St. George School Committee

### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

#### **EXHIBIT B**

Region 8 Cooperative Agreement is attached hereto.

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## Mid-Coast School of Technology

# Cooperative Agreement & Bylaws

Reviewed:

April 12, 2012 (Superintendents Advisory Committee)

Reviewed:

May 17, 2013 (Superintendents Advisory Committee)

Reviewed:

March 11, 2014 (Superintendents Advisory Committee)

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#### BED-1 Cooperative Agreement for the Mid-Coast School of Technology/Region 8

#### Preamble

In accordance with the Revised Statutes of the State of Maine, Title 20A, Chapter 313, §8301-8467, and the guidelines contained in this agreement, a Cooperative Board of Directors shall be established to administer a Career and Technical Education delivery system for Knox County, henceforth known as the Mid-Coast School of Technology/Region 8, containing the school units of RSU 13 (Rockland, Owls Head, South Thomaston, Cushing, St. George, and Thomaston), SAD 7 (North Haven), SAD 8 (Vinalhaven), Five Town CSD (Camden, Rockport, Appleton, Hope, and Lincolnville), RSU 40/MSAD 40 (Friendship, Waldoboro, Washington, Warren and Union), and Islesboro.

First Reading: Adopted: 7/1/92

4/24/02, 5/25/11, 3/26/14 Revised:

Reviewed: 1/25/95, 3/31/99

#### BED-2

#### Amendments

The Cooperative Board, with the Superintendent's Advisory Committee, shall annually review the Cooperative Agreement. The Cooperative Board may amend the agreement, subject to the approval of a majority of the sending school boards of the units served by the region. A copy of the Cooperative Agreement and any amendments to the agreement must be filed with the commissioner.

20-A M.R.S. § 8457

The procedure for amending the Cooperative Agreement is as follows:

- 1. The Board shall vote to amend the Cooperative Agreement by a majority vote.
- 2. The Board will mail the recommended change in the Cooperative Agreement to the Chair of each administrative unit accompanied with the reasons for the suggested amendment(s).
- The administrative unit shall meet as soon as practicable but no later than 60 calendar days of the receipt of the recommended change and vote on the proposal.
- 4. The Chair of the administrative unit shall certify in writing to the Board whether the vote for amending the Cooperative Agreement was in the positive or the negative.
- 5. The Board, at its next regular meeting, shall tabulate the results and determine whether the Cooperative Agreement shall be amended.

Any change of amendment must not be in violation of any existing statute of the State of Maine or regulation of the Department of Education.

First Reading				
Adopted	7/1/92			
Reviewed	1/25/95, 3/31/99			
Revised	4/24/02, 3/26/14			

#### BBAA Board Member Authority and Responsibilities

The Cooperative Board of the Mid-Coast School of Technology/Region 8 represents the people of the sending schools in the communities comprising RSU 13 (Rockland, Owls Head, South Thomaston, Cushing, St. George, and Thomaston), SAD 7 (North Haven), SAD 8 (Vinalhaven), Five Town CSD (Camden, Rockport, Appleton, Hope, and Lincolnville), RSU 40/MSAD 40 (Friendship, Waldoboro, Washington, Warren and Union), and Islesboro.

The Cooperative Board has the authority to act only when a quorum (8 members with a total weighted vote of 501) is present at a regular or special Board meeting.

The individual Board members shall represent the best interests of all the sending schools. Board members shall conduct themselves in accordance with Region 8 attendance Policy BBBD and Region 8 code of conduct Policy BCA. They will suggest issues for Board consideration, keep informed on school matters, take part in Board deliberations, and vote independently as they choose. Members of the Board have authority only when acting as a Board legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board Member except when such statement or action is pursuant to specific instructions from the Board.

All formal requests for information should be to the Director, but it is understood that certain informal lines of communication exist between the staff and Board members; this policy is not meant to interfere with this communication.

Board members should strive at all times to represent the Cooperative Board to the public in a professional manner. If questioned by someone about a matter on which policy has been clearly defined, an individual Board member should answer based on policy. If questioned about a matter on which the Board has not established policy, Board members should not commit themselves to any position but suggest such matters be taken to the Director.

Cross References: BBBD - Cooperative Board Attendance Policy

BCA - Board Member Code of Ethics

First Reading 10/22/97

Adopted <u>11/19/97</u>

Revised <u>5/27/09 (1st reading), 3/26/14</u>

Approved 4/24/02, 12/14/06, 2/28/07, 11/19/08, 6/24/09

#### BBB: Cooperative Board Membership/Elections/Appointments

The conduct of business of the Mid-Coast School of Technology/Region 8 shall be vested in a Cooperative Board of Directors (hereafter referred to as the Board). Representation to the Board shall comply with the "one person, one vote" principle. The number to serve on the Board from each participating administrative unit shall be determined on the basis of proportion to population. The Board shall consist of 16 members as follows: RSU 13 shall be represented by 5 members; SAD 7 shall be represented by 1 member; SAD 8 shall be represented by 1 member; Five Town CSD shall be represented by 4 members; RSU 40/MSAD 40 shall be represented by 4 members; islesboro shall be represented by 1 member. In addition, each sending school board shall identify a single alternate board member to represent their board should any of their designated representatives be unable to attend due to illness, family issues, etc. Each alternate member must be a duly recognized member of the sending school board with the authority to vote as an alternate on the Region 8 Cooperative Board.

The School Board or Board of Directors of each participating administrative unit shall appoint its representatives to the Cooperative Board. At least one (1) member from each administrative unit appointed to serve on the Cooperative Board shall also be a voting member of the local member unit's School Board or Board of Directors. To the extent possible, Region 8 members should be appointed for staggered multi-year terms to ensure continuity on the Region 8 Board.

The appointment to the Cooperative Board shall be carried out at the annual organizational meeting, or as soon as practicable, held in the respective administrative units. In the event that a vacancy should occur on the Cooperative Board, the respective member's administrative unit shall appoint another member to fill the vacancy for the unexpired term.

Legal Reference: 1-MRSA, Chapter 13 § 403

Cross References: BBBE - Term of Office

First Reading 2/22/95

Adopted 3/22/95

Revised

4/29/98, 2001, 4/24/02, 10/26/05, 5/27/09, 5/25/11, 3/26/14 Reviewed 6/22/11 - approved by Region 8 Board in second reading

7/11 & 8/11 - approved by Sending Boards

### BEDA

### BY - LAWS

**REGULAR MEETINGS** Regular meetings of the Board shall be held on the 4 Wednesday of each month. Board meetings which fall on a holiday or school vacation day may be re-scheduled at a preceding monthly meeting.

Meetings shall begin promptly at 7:00 P.M. Meetings will be held at a place designated by the Board Chair. Board members may attend meetings via video-conferencing and have all rights as those attending in person. Minutes must record which members are attending via video. The election of officers and committee members will be on the agenda for the August meeting.

**SPECIAL MEETINGS** Special meetings may be called at any time by the Board Chair or Director or by joint action of any 8 Board members with total weighted vote of 501 or more. Written notice, when practical, shall be given each Board member at least five (5) calendar days in advance of such meeting. The media will also receive notice in the same manner as the Board.

**QUORUM** 8 members with a total weighted vote of 501 shall constitute a quorum for the transaction of business.

**AGENDA** The agenda shall be distributed by the Director to Board members at least five (5) calendar days prior to the day of the meeting.

Cooperative Board members may request items on the agenda by contacting either the Chair of the Cooperative Board or the Director ten (10) calendar days prior to the scheduled meeting.

Non-agenda items may be introduced as agenda adjustments. The Cooperative Board may consider introduced items, or defer to future board meetings, but may only consider items for immediate action by majority vote of members present.

**EXECUTIVE SESSION** A 3/5 vote of the Board members present is required for executive session. No official action shall be taken in executive session. Executive session will comply with State Statutes.

**MEETING TIME** No action at any meeting will be taken by the Board after 10:30 P.M. without a majority vote of the Board members present.

MINUTES OF MEETING Minutes consisting of a complete and accurate summary of each Board meeting and its actions shall be the responsibility of the Director. A copy of the minutes of each regular and special meeting shall be distributed to each Board member prior to the next regularly scheduled board meeting. The Superintendents Advisory Committee will receive a copy of said minutes. At the next regular meeting, the Board shall approve the minutes after correction of any errors or omissions.

Minutes of all meetings are open to public inspection.

PROCEDURES In matters not covered by these by-laws or other policies of the

Board, the Board Chair shall have the authority to determine procedures.

## **ALTERATION OR AMENDMENTS TO BY-LAWS**

These by-laws may be changed by a majority vote of the Board members present at a regular meeting, providing the proposed change has been presented to the members in writing, at least twenty-eight (28) days prior to the meeting and subject to the statutory process defined in Title 20-A § 8457(2).

Cross References:

BD - Organization of the School Board

BDE – Board Standing Committees BDEA – Board Advisory Committees

BDF - Superintendent's Advisory Committee

BEC - Executive Sessions

BEDB – Agenda Preparation and Dissemination

BEDBA - Meeting Procedures

First Reading: <u>4/29/98</u>
Adopted: <u>5/27/98</u>

Revised: 4/24/02, 11/15/08, 8/26/09, 5/25/11, 3/26/14

Reviewed and Approved: 2/28/07, 9/23/09, 6/22/11

### **BEDC**

### **Quorum and Weighted Votes**

A majority of the Board (8 members) and 501 of the 1000 weighted votes shall constitute a quorum for the purpose of transacting business.

The Board will apportion 1000 votes among all sixteen (16) members. The ration of the number of votes able to be cast by the Board members representing a member unit at a Board meeting in relation to the number 1000 shall be the same ratio to the nearest whole number as the population of all units in the region as determined by the latest Federal Decennial Census.

In a member unit served by 2 or more Board members, the votes able to be cast by them shall be divided equally among them.

## Weighted Votes - Based on 2010 Census

<u>Unit</u>	<u>Pop.</u>	% of Pop.	Total Votes	<u>Members</u>	<u>Each</u> Member
RSU 13	17,341	36.59	365.94	5	73.19
SAD 7	355	.75	7.49	1	7.49
SAD 8	1,165	2.46	24.58	1	24.58
5-TOWN CSD	13,196	27.85	278.47	4	69.62
RSU 40/MSAD 40	14,764	31.16	311.56	4	77.89
ISLESBORO	566	1.19	11.94	1	11.94

Cross References: BEDA - By-Laws

First Reading	
Adopted:	7/1/92, 1/28/98, 6/22/11
Revised:	6/27/01, 6/24/09, 4/20/11, 5/25/11, 3/26/14

### DA

## **Cost Sharing**

The member units represented by the Mid-Coast School of Technology/Region 8 shall share the cost of operation and any other debts incurred by the Board. The method of sharing costs shall be on the basis of grade ten, eleven and twelve students for fiscal year 2016 and grades nine, ten, eleven and twelve for fiscal year 2017 and beyond as determined by the averaging of April 1 and October 1 of the three prior year official Department of Education attending enrollments.

Each member unit shall be assessed in proportion to its percentage of grades 10, 11 and 12 population of the total students in grades 10, 11 and 12 in the Mid-Coast School of Technology/Region 8 sending units for fiscal year 2016.

Each member unit shall be assessed in proportion to its percentage of grades 9, 10, 11 and 12 population of the total students in grades 9, 10, 11 and 12 in the Mid-Coast School of Technology/Region 8 sending units for fiscal year 2017 and thereafter.

Legal Reference:

20-A MRSA §§ 8452; 8457; 8462; 8463-A

Reviewed 3/25/98, 9/22/10

## ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT EXHIBIT C

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## ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

## **EXHIBIT D**

Arbitrage and Use of Proceeds Certificate for M.S.A.D. No. 50 \$2,760,000 Registered School Bond issued May 29, 1997, is attached hereto.

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## EXHIBIT D - RSU 13/St. George Withdrawal Agreement

## ARBITRAGE AND USE OF PROCEEDS CERTIFICATE

We, the undersigned, Treasurer and Chair of the Board of School Directors of Maine School Administrative District 50 (the "Unit"), HEREBY CERTIFY and reasonably expect with respect to the issuance of and the use of proceeds of the \$2,760,000 School Construction Bond (the "Municipal Bond") of the Unit, dated May 29, 1997, as follows:

- 1. We are the officers of the Unit duly charged and responsible for issuing the Municipal Bond. This certificate is made for the purpose of representing facts and establishing the reasonable expectations of the Unit as to the amount and use of the proceeds of the Municipal Bond. It is intended and may be relied upon as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended (the "Code") and is being executed and delivered as part of the record of proceedings in connection with the issuance of the Municipal Bond.
- 2. This certificate sets forth the facts, estimates and circumstances now in existence which are the basis for the Unit's expectation that the proceeds of the Municipal Bond will not be used in a manner that would cause the Municipal Bond to be an arbitrage bond under the Code. To the best of my knowledge and belief, such expectation is reasonable and there are no other facts, estimates or circumstances that would materially change that expectation.
- 3. The dates, maturities, denominations and rates of interest of the Municipal Bond are as shown and more fully described in <u>Schedule A</u> attached hereto. These are the terms of the Municipal Bond based upon the loan made by the Maine Municipal Bond Bank ("Bank") from the proceeds of its 1997 Series A and B Bonds dated May 29, 1997 (the "Bond Bank Bonds") to the Unit.
- 4. Proceeds of the Municipal Bond in the amount of \$1,630,000 (the "Refunding Portion") will be used within 90 days of the date hereof (the "Transfer Date") to retire all of the outstanding principal amount of obligations issued by the Unit on July 8, 1996, in the aggregate principal amount of \$1,630,000, which was used (for the purpose of providing financing to construct and equip a school construction project (the "Project"), all of which remains outstanding on the date hereof (the "Prior Obligation") and the remaining proceeds of \$1,130,000 (the "New Money Portion") will be used for the purpose of providing financing for the Project and to pay issue costs for the Municipal Bond.

- 5. The Unit has entered into, within six months of the date the Prior Obligation was entered into, a binding commitment for the acquisition, construction or accomplishment of the Project, and the amount of such commitment(s) with respect to the Project exceeds \$138,000.00, which is an amount equal to five percent of \$1,630,000, the aggregate amount of the Prior Obligation.
- It was reasonably expected at the time the Prior Obligation was entered into that more than 85% of the aggregate amount of the Prior Obligation would be expended within three years from the date thereof. It is reasonably expected that more than 85% of the proceeds from the sale of the Municipal Bond will be expended within three years of the date of this Certificate. Work on the acquisition, construction or accomplishment of the Project has proceeded, and if the Project has not yet been completed, will proceed, with due diligence to completion. more than 50 percent of the proceeds of the Prior Obligation were invested in nonpurpose investments with a term of four years or more at a guaranteed rate. In the unexpected event that proceeds of the Municipal Bond remain unexpended after July 8, 1999, the Unit will invest such unexpended amounts in obligations of a state or of any political subdivision thereof, the interest on which is not included in gross income for purposes of Federal income taxation pursuant to Section 103 of the Code and which is not a preference item for purposes of the alternative minimum tax imposed by Section 55 of the Code or invest such amounts in obligations having a yield that is not more than the yield on the Bond Bank Bonds of 5.423876 percent as shown on Schedule D hereto.
- 7. The total proceeds of the sale of all obligations issued to date for the Project do not exceed the total cost of the Project.
- 8. It is not expected that the Project will be sold or otherwise disposed of in whole or in part prior to the final maturity date of the Municipal Bond.

The Unit hereby represents that the weighted average maturity of the Municipal Bond will not exceed the average economic life of the facilities financed with the proceeds of the Municipal Bond by more than 20 percent.

9. The Municipal Bond will be paid from taxes or rates, charges or assessments and other revenues of the Unit. The funds used to pay principal and interest on the Municipal Bond, whether or not deposited into a debt service fund, will be expended within 13 months of the date of deposit in such fund, or the date of their accumulation, on the payment of debt service on the Municipal Bond. Any amounts received from the investment of such deposit or accumulation will be expended within one year of receipt. The debt service fund, if any, will be used to achieve a proper matching of revenues and debt service and will be

depleted at least annually except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12 of the debt service on the Municipal Bond for the immediately preceding bond year.

- 10. Except for the debt service fund described herein, if any, the Unit has not created or established, and does not expect to create or establish, any sinking fund or other similar fund which the Unit reasonably expects to use to pay principal or interest on the Municipal Bond.
- 11. No portion of the proceeds of the Municipal Bond will be invested, directly or indirectly, in Federally insured deposits or accounts other than (a) investments of unexpended Municipal Bond proceeds for an initial temporary period until the proceeds are needed for the Project, (b) investment of a debt service fund, and (c) investments in obligations issued by the United States Treasury, or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended by Section 511(a) of the Financial Institution Reform, Recovery and Enforcement Act of 1989, or any successor provision to Section 21B(d)(3) of the Federal Home Loan Bank Act as so amended. A Bond shall not be treated as federally guaranteed by reason of any guarantee by the Federal Housing Administration, the Veterans' Administration, the Federal National Mortgage Administration, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association, or grants of the Environmental Protection Agency.
- 12. The Unit will not be required to make rebates to the United States because;
- (a) (i) the Unit is an entity with general taxing powers; or (ii) the Unit is a subordinate entity of a governmental unit or units with general taxing powers which has (or have) allocated a portion of its (or their respective) \$5,000,000 limitation(s) to the Unit. An allocation shall be taken into account under subsection (ii) of this section only if it is irrevocable and made prior to the date hereof, and only to the extent that the amount allocated bears a reasonable relationship to the benefits received by such allocating governmental unit from the issuance of the Municipal Bond;
- (b) at least 95% of the proceeds of the Municipal Bond are to be used for local government activities of the Unit;
- (c) (i) the Unit, including any agency, instrumentality or political subdivision of the Unit, has not issued and does not expect to issue more than \$5,000,000 in tax-exempt bonds or notes during the current calendar year (including the Municipal Bond), and, (ii) if such Unit has been allocated all or a portion of the \$5,000,000 limitation of a

governmental unit or units with general taxing powers to which it is subordinate, such Unit has not issued and does not expect to issue more than the amount so allocated. A copy of any such allocation is attached hereto as <a href="Schedule B">Schedule B</a>;

- (d) the Municipal Bond is not a "private activity bond" as defined in Section 141 of the Code;
- (e) The average maturity of the Municipal Bond is not longer than the remaining average maturity of the Prior Obligation or the average maturity of the issue of which the Prior Obligation was a part is 3 years or less;
- (f) no maturity of the Municipal Bond is later than 30 years after the issue date Of the Prior Obligation; and
- (g) the Prior Obligation was treated as meeting the rebate requirement. In this regard, if Section 141(a) of the Code did not apply to the Prior Obligation when issued, the Prior Obligation will be deemed to satisfy the rebate requirement if (i) it was not an industrial development bond (as defined in Section 103(b)(2) of the Internal Revenue Code of 1954, on the day before the enactment of the Tax Reform Act of 1986 (the "1954 Code")) or a private loan bond (as defined in Section 103(o)(2)(A) of the 1954 Code) when issued, and (ii) including the aggregate face amount of the Prior Obligation, the aggregate face amount of all tax-exempt obligations (other than industrial development bonds and private loan bonds, as defined in (i) above) issued in the calendar year in which such Prior Obligation was issued did not exceed \$5,000,000.

With respect to any amounts received from the condemnation, insurance, or disposition of any part of the Project or any other amounts set aside by the Unit, which are pledged to or expected to be used for the payment of debt service on the Municipal Bond, the Unit will invest such amounts in obligations of a state or of any political subdivision thereof, the interest on which is not included in gross income for purposes of Federal income taxation pursuant to Section 103 of the Code and which is not a preference item for purposes of the alternative minimum tax imposed by Section 55 of the Code or invest such amounts in obligations having a yield that is not more than the yield on the Bond Bank Bonds of 5.423876%. For purposes of this certificate, yield means that percentage rate which when used in computing the present value of all payments of principal of, and interest on, the issue produces an amount equal to the issue price thereof, as defined in Sections 1273 and 1274 of the Code. The Unit has not entered into and will not enter into any transaction to reduce the yield on the investment of the proceeds of the Municipal Bond in such a manner that the amount to be rebated to the Federal government is less than it would have been had the transaction

been at arm's-length and the yield on the issue not been relevant to either party.

Within 30 days of the Transfer Date, the Unit will submit to the United States a Form 8038-T, indicating that no rebate amount was due pursuant to Section 148(f)(4)(D) of the Code. The Unit will submit to the Bank evidence of such submission within 40 days of the Transfer Date.

- 13. The Project is and will be owned by the Unit and will not be leased to any person who is not a state or local government unit. The Unit has not and will not enter into any contracts or other arrangements including without limitation, management contracts, capacity guarantee contracts, take or pay contracts or put or pay contracts, with persons who are not state or local governments pursuant to which such persons have a right to use or make use of the Project on a basis not available to members of the general public.
- 14. The Unit will, subject to appropriation, comply with the provisions and procedures set forth herein, except to the extent otherwise advised by the Bank, and will do and perform all acts and things necessary or desirable in order to assure that interest paid on the Municipal Bond shall, for purposes of Federal income taxation, be excluded from the gross income of the owners thereof.
- 15. The Unit has reviewed the Internal Revenue Service Form 8038-G to be filed in connection with the issuance of the Municipal Bond, a copy of which is attached hereto as <u>Schedule C</u>, and all of the information contained therein is, to the best of the Unit's knowledge, true and correct. The Unit will direct said Form 8038-G to be filed with the Internal Revenue Service no later than August 15, 1997.
- 16. This certificate is executed and delivered as part of the record of proceedings in connection with the issuance of the Bonds.
- 17. No other governmental obligations have been sold less than 15 days prior to, or will be sold less than 15 days after, the sale date of the Municipal Bonds, pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the Municipal Bond.
- 18. On the basis of the foregoing, it is not expected that the proceeds of the sale of the Municipal Bond will be used in a manner that would cause such bonds to be "arbitrage bonds" or private activity bonds under Sections 148 or 141, respectively, of the Code and the Income Tax Regulations prescribed thereunder. To the best of our knowledge and belief, there are no other

facts, estimates or circumstances that would materially change the foregoing conclusion, and the Unit's expectations contained herein as to the use of the proceeds of the Municipal Bond are reasonable.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the corporate seal of the Unit this 29th day of May, 1997.

(SEAL)

John Dirnbauer, Treasurer Maine School Administrative District 50

Cynthia F. Bowman, M.D.

Chair of the Board of School

Directors

Maine School Administrative

District 50

## SCHEDULE A

## DATES, MATURITIES, DENOMINATIONS AND RATES OF INTEREST OF THE MUNICIPAL BOND

Issue Date	Maturity Date	Principal Denomination	Interest Rate
May 29, 1997	November 1, 1998	\$138,000.00	5.276%
May 29, 1997	November 1, 1999	\$138,000.00	5.276%
May 29, 1997	November 1, 2000	\$138,000.00	5.401%
May 29, 1997	November 1, 2001	\$138,000.00	5.401%
May 29, 1997	November 1, 2002	\$138,000.00	5.401%
May 29, 1997	November 1, 2003	\$138,000.00	5.401%
May 29, 1997	November 1, 2004	\$138,000.00	5.401%
May 29, 1997	November 1, 2005	\$138,000.00	5.401%
May 29, 1997	November 1, 2006	\$138,000.00	5.401%
May 29, 1997	November 1, 2007	\$138,000.00	5.401%
May 29, 1997	November 1, 2008	\$138,000.00	5.401%
May 29, 1997	November 1, 2009	\$138,000.00	5.426%
May 29, 1997	November 1, 2010	\$138,000.00	5.526%
May 29, 1997	November 1, 2011	\$138,000.00	5.578%
May 29, 1997	November 1, 2012	\$138,000.00	5.626%
May 29, 1997	November 1, 2013	\$138,000.00	5.776%
May 29, 1997	November 1, 2014	\$138,000.00	5.776%
May 29, 1997	November 1, 2015	\$138,000.00	5.776%
May 29, 1997	November 1, 2016	\$138,000.00	5.776%
May 29, 1997	November 1, 2017	\$138,000.00	5.776%

Yield on Municipal Bond = 5.423876%

## SCHEDULE B

## ALLOCATION CERTIFICATION

No allocation of the Five Million Dollar (\$5,000,000) limitation has been allocated to the Unit by another governmental unit with general taxing powers.

Form 8038-&

► Under Internal Revenue Code section 149(e)

SCHEDULE C

CMS No. 1545-2720

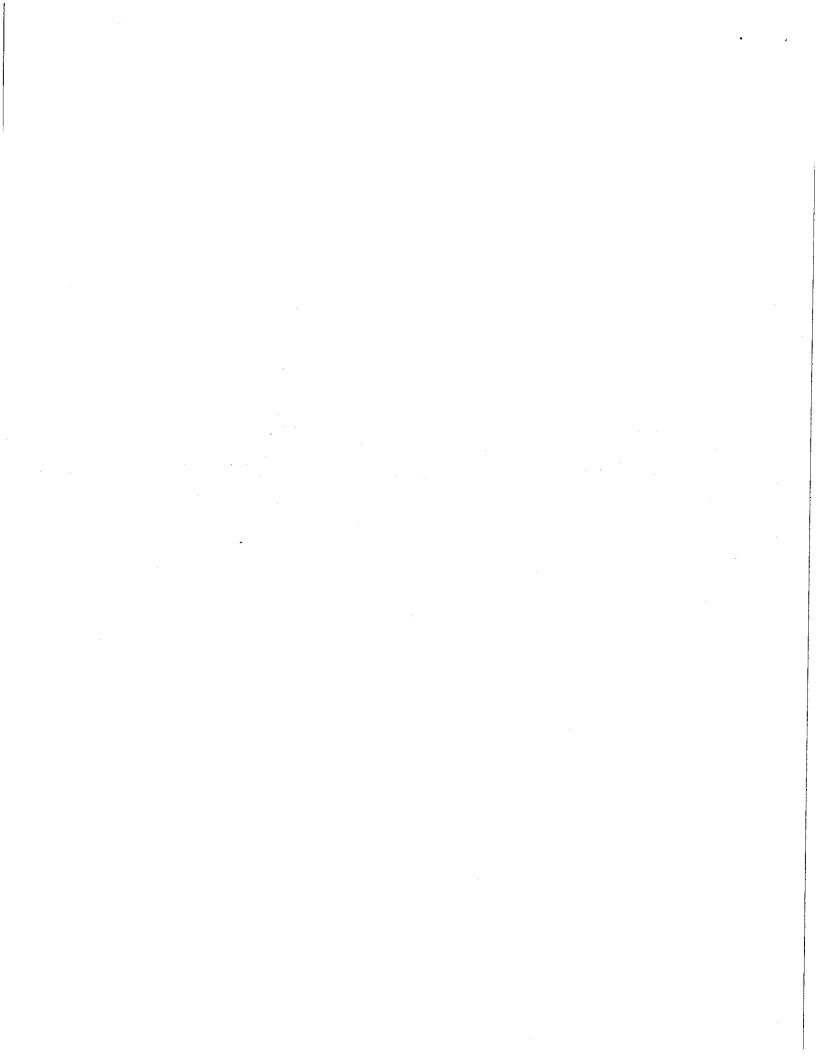
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7 Pco	er ere miel Ma Ned Francisco	county date of the	guaranteed issue to the	invesiment cont	ਰਫ਼ . ▶ _ •=  -•== '= ਾ	<del></del>	<del></del>		MANAMANA.
ь lf ++	ris issue le e l	a Proceeds of this	स्थान प्राप्त शास	in de reser to wel	ue icans to et	ner governa	nemal units	37al	<del></del>
_ iee	er Maine	can made from to Municipal	Bond Rant	. शत्काटयक्क्या विX-	era tha dat	ie, check	ons ► Ll and 		
		ected to pay a p			and the dat	ioa Prolíus	sue Z - Mat	7 29, 19	97
If the	<u>e issuer has id</u>	entiñed a hedge.	check box		<b>.</b>		: 🗲 🗎		
	Linder penalty	e of perjury, I deciare	that I have ever	rynad this ream and	• sanying	echeches ar	id statements, and	to the best of	my knowledge
lease	BOC Dend( Da	y ani true, comect, ani A	complete.						•
ign	1 1		· /	•	. ۸ . سر	7			
6:5 2.,	<b>1 201</b>	un M. NC	ruba	<u> </u>	5-12-9	<u> </u>			
	1 & Summe	ಡ ತಖಂತ್ ಕಟದಾರ್ದವರ	(CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC		Dec a	Туре	or print name and	true	
r Paper	rwork Reduct	ion Act Notica, s	ee page 1 o	of the Instructio	ಗ <u>್</u> ತ	Cat No. 657	ಗಡ	Form EGG6-1	G (F.~. 5-9 <del>3</del> )

\* Yield on Bonds determined by reference to Matthe Municipal Bond Bank Bonds pursuant to 1986 Tax Reform Act

.ed Date: lasse Vale: rst Interest:							Par + OIP/(OID) +	531,870,040.00 5325,406.40
lune Dale:				•			Ace_int. +	\$L35,327.99
lute Dale:							Creiff Enhancement +	(00.000,86E)
	05/01/1997 05/29/1997						г	
	11/11/1997		•				Arbitrage Yield Target	\$32,262,734.39
al Maturity:	11/01/2017							<del></del>
			<del></del>	Ilimeter III			]	Arbitrage Yield
	[Series A]			[Herles []]			Total	é '
		Coupan	Interest.	Principal	Coupon	Interest	Cash Flaw	5,4238760%
05/29/1997	Principal	( c.outham				4 1 4 4 4 4 4 4 4	\$869,965,63	\$850,528.49
11/01/1997	50,00	0.000%	\$57,925.00	\$0.00	22000 ()	\$812,040.63 \$812,040.63	\$869,963.63	\$828,071,70
U5/01/1998	\$0,00	0.000%	\$57,925.00	\$0,00 \$1,600,660,00	0,000% 5,250%	\$812,040.63	\$2,949,965.63	\$2,733,769.43
11/01/1998	\$480,000.00	3.10096	\$57,925.00 \$45,685.00	\$0,00	0.000%	\$770,040.63	\$81.5,725.63	\$735,983.55
05/01/1999	09.0 <b>2</b> 88.000,645 <b>2</b>	0.000% 5.100%	\$45,685.00	\$1,385,000.00	5.250%	\$770,040.63	\$2,425,725.63	\$2,130,810.15
11/01/1999 05/01/2000	\$0.00 \$0.00	6,000%	\$39,947.50	\$0.00	0,000%	\$733,684.38	\$773,631.88	\$661,632.02 \$1,984,725.35
11/01/2000	\$225,000.00	5.100%	\$39,947.50	\$1,385,000.00	5.375%	\$733,684,38 \$696,462.50	\$2,383,631,88 \$730,672.50	\$592,329,10
01/01/2001	\$0.00	0.000%	\$34,210,00	\$0.00	0.000% 5.375%	\$496,462.50	\$2,480,672.50	\$1,957,892.39
11/01/2061	\$290,000.00	5.10014	\$34,210.00	\$1,460,000.60 \$0.00	0.000%	\$657,225.00	\$584,040.00	\$525,629.7%
05/01/2002	\$0.00	0.000%	\$25,815.00 \$25,815.00	\$1,455,000.00	5.375%	\$657,225.00	\$2,354,040,00	\$1,761,129.84
11/01/2002	\$215,000,00 •0.03	5.100% 0,000%	\$20,813.00 \$21,332.50	\$0.00	0.000%	\$618,121.88	\$639,454.3K	\$465,764.28
05/01/2003 11/01/2003	\$0,06 \$170,000.00	5.100%	521,332.50	\$1,460,000.00	5.375%	\$618,121.88	\$2,269,454.38	\$1,609,374.62 \$411,410,09
05/01/2003	\$6.00	0,000%	\$16,997.50	90,08	0.000%	\$578,884.38	\$\$95,8K1,88 \$2,21,5881.88	\$1,489,499,80
11/01/2004	\$165,000.00	5.100%	\$16,297.50	\$1,455,000.00	5,375%	\$578,884.38 \$539,781.25	\$552,571.25	\$361,627.30
05/01/2005	\$0.00	0.000%	\$12,790.00	\$0.00 \$1,455,000.00	0.000% 5.375%	5539,781.25	\$2,167,571.25	\$1,381,100.80
11/01/2005	\$160,000.00	5,100%	\$12,790,00	\$1,455,000.00	0,000%	3500,678,13	\$599,388.13	\$315,994,77
05/61/2006	\$0.00	0.000%	\$8,710.00 \$8,710.00	\$1,765,000.00	5.375%	\$500,678.13	\$2,464.388.13	\$1,488,398.61
11/01/2006	\$0.00. \$1.90,00,00	5.200% n.000%	83,770,00	\$0.00	0.000%	\$453,243.75	\$457,013.75	\$259,731,45
U5/U1/2017	\$145,000.00	5,200%	\$3,770.00	\$1,385,000.00	5.375%	\$453,243.75	\$1,987,013.75	\$1,137,545.54
11/01/2007 05/01/2008	\$0,00	0.000%	\$0.00	\$0.00	0,000%	\$416,021.88	\$416,021.88	\$231,880.14 \$277,339.48
11/01/2008	\$0,00	2,000%	20.00	\$1,385,000.00	5.375%	\$416,021,48 \$279 pp. 00	\$1,801,021.88 \$178,800.00	\$200,131,52
05/01/2009	\$0.00	0,000%	20.00	\$0.00	0.000% 5.400%	\$378,800.00 \$378,800.00	\$1,763,800.00	\$907,264,56
1/01/2009	\$0.00	0,000%	\$0.00	\$1,385,000.00 \$0,00	0.000%	\$341,405,00	5341,405.00	\$170,972.37
01/2010/د.	\$0.00	(3.(3)(0)%	\$0.00 \$0.00	\$1,480,000.00	5.500%	\$341,405.00	\$1,821,405.00	\$888,074.26
11/01/2010	\$0.00 00.02	0.000% 0.000%	20.00	\$0.00	0.000%	\$300,705.00	\$300,705 W	\$1/12,745.52
03/01/2011	00.02	0.000%	\$0.00	\$1,595,000.00	5.550%	\$300,705.80	\$1,895,705.00	\$876,136.29 evis 201.04
(1/01/2011 05/01/2012	\$0.00	0.00094	20,00	50.00	0.000%	\$256,443.75	\$256,443.75 \$1,606,443.75	\$115,391.05 \$703,760.01
11/01/2012	\$0.00	n 000%	\$0,00	\$1,350,000.00	5,600%	\$256,443.75 \$218,643,75	\$218,643.75	\$73,255.66
05/01/2013	\$0.00	0.000%	\$0.00	\$0.00 \$2,745,000.00	0.000% 5.750%	\$218,643.75	\$2,963,643,75	\$1,230,674.53
11/01/2013	\$0.00	0,000%	\$0,00 \$0.00	\$0.00	0.000%	\$139,725.00	\$139,725.00	\$55,489.85
05/01/2014	\$0.00	25001.U	\$0,00	\$1,215,000.00	3.750%	\$139,725,00	\$1,354,725.00	\$533,244.66
11/01/2014	\$0,00 \$0.00	<u>0</u> .000% ტ.იიი%	\$0,00	\$0,00	0.00096	\$104,793.75	8104,793.75	\$40,159.64
05/01/2015	00.02	0,000%	\$0,00	\$1,215,000,00	5.750%	\$104,793.75	\$1,319,793,75	\$472,424,43
11/01/2015 05/01/2016	.50.00	0,000%	\$0.00	\$0.00	0.000%	\$69,862.50	\$69,8G2.5U \$1,284,862,50	\$25,377,96 \$454,410.47
11/01/2016	\$0.00	0.000%	20.00	\$1,215,000.00	5.750%	\$69,862,50 \$34,931.25	\$1,284,862.50 \$34,931.25	\$12,027.70
05/01/2017	00.02	0,000%	\$0.00	\$0,00 \$1,215,000.00	0,000% 5,750%	\$34,931.25	\$1,249,931.25	\$419,021,10
11/01/2017	\$0,00	0,000%	\$0,00	21,613,000.00			·	
		•		\$29,605,000.00		E \$18,055,029.38	E. 915,519,319.38	\$32,262,734.39
	£ 52,265,000.00		E 5594,290.00 E	273,902,000.00		Z 310,000,000	,,	



## ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

## **EXHIBIT E**

A Schedule of St. George Equipment and Personal Property, some of which property is subject to lease payments, is attached hereto.

			× .
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# EXHIBIT E to RSU 13/St. George Withdrawal Agreement

St. George School Library

## Item Status

Limited by Item Status (for selection details, see the final page of the report) Sorted by Department

A OF THE SECTION OF T	lita Ita	मानगर । स्रोहार्यम् ।	11000111
8860	3454		In Use
Office	Usable	Principal	
Airport Extreme	3437		In Use
Gym	Usable	Principal	
Airport Extreme	4305		Available
Room 7	Usable	Principal	
Apple Tv	4595		In Use
Room 7	Usable	Miller, Christine	
Daktech	3336		In Use
Library	Usable	Principal	
Daktech	3571		In Use
Room 1	Usable	Principal	
Daktech	3708		In Use
Room 1	Usable	Principal	
Daktech	4039		Available
	Usable	Principal	
daktech 2006	3400		In Use
Room 1	Usable	Principal	
daktech 2006	3401		In Use
Library	Usable	Principal	
daktech 2006	3402		In Use
Library	Usable	Principal	
daktech 2006	3403		In Use
Library	Usable	Principal	
daktech 2006	3404		In Use
Library	Usable	Principal	
daktech 2006	3405		In Use
Library	Usable	Principal	
daktech 2006	3406	1.00	In Use
Library	Usable	Principal	
daktech 2006	3407		In Use
Library	Usable	Principal	

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Item Status

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	Per Hallbudg	Department Suspendim	
daktech 2006	3409		10.00 - 1.1.2 - 1.1.
Library	Usable	Principal	eso u
daktech 2006	3410		
Library	Usable	Principal	ese un ose
daktech 2006	3411		1
Library	Usable	Principal	in Use
daktech 2006	3412		
Library	Usable	Principal	II Use
daktech 2006	3413		11.0
Library	Usable	Principal	
daktech 2006	3414		
Library	Usable	Principal	
daktech 2006	3415		eal of
Library	Usable	Principal	
daktech 2006	3416		1111
Library	Usable	Principal	
daktech 2006	3417		\(\frac{1}{2} \)
Library	Usable	Principal	
daktech 2006	3418		201-0
Library	Usable	Principal	980 II
daktech 2006	3419		03  0
Library	Usable	Princípal	D000
daktech 2006	3420	-	In Ilea
Library	Usable	Principal	) 
daktech 2006	3421		In liea
Room 2	Usable	Principal	999
daktech 2006	3422		eal of
Server Room - DHCP/File Server	Usable	Principal	
daktech 2006	3803		ed a
Room 1	Usable	Principal	0000
daktech 2006	3891		In lea
Room 1	Usable	Principal	שמח בו פאס ב באור פאס בו
	and the state of t		

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Item Status

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Table Visits	12 <u>1011</u>	अधिकारणात्। जिल्लाहरू	
daktech 2006	3895		In Use
Room 1	Usable	Principal	
daktech 2006	3909		In Use
Resource Room	Usable	Principal	
daktech 2006	4304		Available
Office	Usable	Principal	
Daktech 2011	3214		Checked Out
	Usable	Principal	Miller, Autumn
Daktech 2012	4528		Checked Out
	Usable	Principal	Letourneau, Janet
Daktech 2012	4529		Available
Library	Usable	Principal	
Daktech 2012	4804		Checked Out
	Usable	Principal	Slader, Joyce B.
Daktech Netbook	3250		In Use
	Usable	Gaudette, Billie J.	
Daktech Netbook	3738		Checked Out
Office	Usable	Principal	Webber, Laurie L.
Epson 3LCD	4294		Available
Room 3	Usable	Principal	
Epson 3LCD	4295		Available
Room 4	Usable	Principal	
Epson 3LCD	4296		Available
Room 7	Usable	Principal	
Epson 3LCD	4297		Available
Room 26	Usable	Principal	
Epson 3LCD	4298		Available
Room 25 Jean	Usable	Principal	
Epson 3LCD	4299		Available
Room 12 - Read 180	Usable	Principal	
Epson 3LCD	4300		Available
Room 14	Usable	Principal	
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Item Status
Limited by Item Status (for selection details, see the final page of the report)
Sorted by Department

		के <u>सिहत्त्वता स</u> ्थान	
Epson 3LCD	4301		
Room 21	Usable	Daionis	Available
Epson 3LCD	4302		
Room 22	Usable	Principal	Available
Epson 3LCD	4303		
Room 17	Usable	Dring	Available
iPad 2012	4413		
Room 27	eldsah	امرنمنم	Checked Out
iPad 2012	4441		Gaudette, Billie J.
	Usable	Daisal	Checked Out
iPad 2012	4440	ringpal	Miller, Christine
	7447		Checked Out
Dod 5040	Usable	Principal	Miller, Christine
Iraq 2012	4443		Checked Out
	Usable	Principal	Miller, Christine
Pad 2012	4445		Checked Out
	Usable	Principal	Miller Christine
iPad 2012	4446		Chodood C
	Usable	Principal	Miller Christine
iPad 2012	4449	-	
	Usable	Principal	Checked Out Miller Christine
Pad 2012	4451		
	Usable	Miller, Christine	D
iPad 2012	4452		est n
	Usable	Miller, Christine	
Pad 2012	4453		in Lise
	Usable	Miller, Christine	
iPad 2012	4455		In Use
	Usable	Miller, Christine	
iPad 2012	4456		la Lise
	Usable	Miller, Christine	}
IPad 2012	4457		In Use
	Usable	Miller, Christine	
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## **Item Status**

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		Military Commence	
iPad 2012	4458		In Use
	Usable	Miller, Christine	
iPad 2012	4459		In Use
	Usable	Miller, Christine	
iPad 2012	4460		In Use
	Usable	Miller, Christine	
iPad 2012	4461		In Use
	Usable	Miller, Christine	
iPad 2012	4462		In Use
	Usable	Miller, Christine	
Pad 2012	4463		In Use
	Usable	Miller, Christine	
Pad 2012	4465		In Use
	Usable	Miller, Christine	Add Control of the Co
iPad 2012	4466		In Use
	Usable	Miller, Christine	
Inad 2013	4889		In Use
Room 23	Usable	Schmanska, Sonja A.	
IPad Keyboard	00004202		Available
Room 21	Usable	Principal	
IPad Keyboard	00004203		Available
Server Room	Usable	Principal	
IPad Keyboard	00004204		Available
Room 21	Usable	Principal	
Pad Keyboard	00004205		Available
Server Room	Usable	Principal	
Pad Keyboard	00004206		Available
Room 21	Usable	Principal	
IPad Keyboard	00004207		Checked Out
Room 23	Usable	Principal	England, Alison L.
IPad Keyboard	00004208		Available
Room 21	Usable	Principal	

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Limited by Item Status (for selection details, see the final page of the report)
Sorted by Department

Item Status

Four Cossion	Bartenian grade and a second s	<u> Betavingn</u> Gustorlin	d
Irad neyboard	00004209		
Room 21	eldesU	- - - - -	Available
IPad Keyboard	000004010	Frincipal	
Server Room	Ozable	- - - - -	Available
IPad Keyboard	00004211	Funcipal	
Server Room	Usable	Principal	Available
Iraq heyboard	00004212	pdiam	
Server Koom	Usable	Principal	Available
Irad Neyboard	00004213		
Server Koom	Usable	Principal	Available
Irad Neyboard	00004214		
Servel Audill	Usable	Principal	Available
ir au neyboard	00004215		
Server Koom	Usable	Principal	Available
IPad Keyboard	00004216		
	Usable	Principal	Checked Out
irad Keyboard	00004217		Knowiton, Jacob William
	Usable	Principal	Checked Out
Irad Keyboard	00004218		Hoppe, Hunter M.
Server Room	Usable	Principal	Available
il-ad Keyboard	00004219		
NOOM 23	Usable	Principal	Available
irau Keyboard	00004220		
	Usable	Principal	Checked Out
irau neyboard	00004221		raulsen, Jake Brewster
Server Koom	Usable	Principal	Available
Mac Mini	3025		
Room 26	Usable	Principal	Checked Out
Mac Mini	3026	ייייייייייייייייייייייייייייייייייייייי	Jean, Robert E.
Room 26	Usable	Principal	In Use
	3427	in the second se	
Koom 4	Usable	Principal	Checked Out
Report generated on 6/26/2014 at 9:30 Atta		-	COUR, SUSSIT W.

Report generated on 6/26/2014 at 8:20 AM

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## Item Status

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		elministration Attacolori	
Mac Mini	3443		Charked Out
Room 2	Usable	Principal	Falla Leatrice B
Mac Mini	3448		Checked Out
Room 2	Usable	Principal	Miller Christine
Mac Mini	3449		Checked Out
Room 7	Usable	Principal	Miller Christine
Mac Mini	3451	•	Checked Out
Room 2	Usable	Principal	Miller, Christine
Mac Mini	3452		Checked Out
Room 4	Usable	Principal	Cook, Susan W.
Mac Mini	3585		Checked Out
Room 26	Usable	Principal	Jean. Robert E.
Mac Mini Intel	3429		Checked Out
Room 4	Usable	Principal	Cook, Susan W.
Mac Mini Intel	3436		ln Use
Room 1	Usable	Principal	
Macbook	3138		Checked Out
	Usable	Principal	Miller. Christine
Macbook	3469		ln I Jea
cart	Usable	Principal	) ) 
Macbook	3744		Checked Out
Easton	Usable	Principal	Easton, Margaret E.
Macbook	4768		Available
	Usable	Principal	
Mitsubishi	3750		In Use
Room 13	Usable	Principal	
MLTI - High School	602678		Available
Macbook Cart	Usable	Principal	
MLTI - High School	602690		In Use
Macbook Cart	Usable	Principal	
MLTI - High School	602721		Checked Out
Room 23	Usable	England, Alison L.	England, Alison L.
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Item Status

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## Item Status

Limited by Item Status (for selection details, see the final page of the report) Sorted by Department

	ida Jierus	ALISTINI PARISTINI	
MLTI - High School	644833		In Use
Macbook Cart	Usable	Principal	
MLTI - High School	649752	İ	Available
Macbook Cart	Usable	Principal	
MLTI - High School	678830		Available
Macbook Cart	Usable	Principal	
MLTI - High School	688668		Checked Out
	Usable	Principal	Brickel, Diana L.
MLTI - High School	689287		Available
Macbook Cart	Usable	Principal	
MLTI - High School	692344		Available
Macbook Cart	Usable	Principal	
MLTI - Middle School	608600		Available
Macbook Cart	Usable	Principal	
MLTI - Middle School	610345		Available
Macbook Cart	Usable	Principal	
MLTI - Middle School	653117		Checked Out
	Usable	Principal	Curtin, John Blasi
MI TI - Middle School	693311		Checked Out
	Usable	Principal	Worthing, Cheryl A.
MLTI - Middle School	694923	·	In Use
Macbook Cart	Usable	Principal	
MLTI 4 Apple TV	00004277		Checked Out
Room 13	Usable	Principal	Worthing, Cheryl A.
MLTI 4 Apple TV	7001091		In Use
Room 12 - Read 180	Usable	Principal	
MLTI 4 Apple TV	7001096		tn Use
Room 28	Usable	Principal	
MLTI 4 Apple TV	7001103		In Use
Room 21	Usable	Principal	
MLTI 4 Apple TV	7001106		In Use
Room 4	Usable	Principal	

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Item Status

		(ប្រ/ប្រាវបារជ្រាត	
MLTI 4 Apple TV	2004400		
Room 14	BOLLOO!		In Use
MLT! 4 Apple TV	Osable	Principal	
Room 25 Jean	/001113		as   u
MI TI 4 Apple TV	Usable	Principal	)
Boom 26	7001116		
Coolii 20	Usable	Principal	In Use
MILITA Apple IV	7001120		
Room 2	Usable		Available
MLTI 4 Apple TV	7004134	Tillopai	
Room 17	+31-00-		In Use
MLTI 4 Apple TV	Usable	Principal	
	7001131		
KUUM 3	Usable	Dring	in Use
MLTI 4 Apple TV	7002034		
Room 23		,	In Use
MLTI 4 Apple TV	Capur	Principal	
Room 22	7002032		
22 11001	Usable	Principal	D00
INC I 14 IPad Mini	5000181		
	Usable	Prioripal	Checked Out
MLTI 4 iPad Mini	5000262		Thompson, Ruth H.
			Checked Out
MLTI 4 iPad Mini	PICASO	Principal	McPhail, Joshua E
	5000264		Chooked O.*
T A 100 to A	Usable	Principal	Kith: Files N
	5000297		Miny, Filer N.
	Usable	Principal	Checked Out
MLII 4 iPad Mini	5000591		Maynard, Hesta M.
	Usable		Checked Out
MLTI 4 iPad Mini	5000605	rincipal	Knutson, Christine
	5,500,000		Checked Out
MLTI 4 iPad Mini	Osable	Principal	Schmanska, Sonia A.
	200009		Checked Out
MI TI 4 iDad Mini	Usable	Principal	Masterson lower
	5000609		Chooled D.
	Usable	Principal	
Report generated on 6/26/2014 at 8-2n AM			Miller, Christine

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## **Item Status**

Limited by Item Status (for selection details, see the final page of the report) Sorted by Department

		9-13 No. 1	
MLTI 4 iPad Mini	5001629		Checked Out
	Usable	Principal	Huening, Bette J.
MLTI 4 iPad Mini	5002540		Checked Out
	Usable	Principal	McLean, Mary Alice
MLTI 4 iPad Mini	5003958		Checked Out
	Usable	Principal	Cook, Susan W.
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	Usable	Principal	Gaudette, Billie J.
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	Usable	Principal	Worthing, Cheryl A.
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	Usable	Principal	Kanicki, Carolyn J.
MLTI 4 iPad Mini	5006469		Checked Out
	Usable	Principal	Slader, Joyce B.
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MLTI 4 iPad Retina	4005215		Available
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Sorted by Department

Page: 13 Total pages: 18

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## St. George School Library

### **Item Status**

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# St. George School Library

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Į.	Usable	Principal	Available
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ML II 4 MacBook Air	3001325		Charles O.4
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	3001767		Checked Out
	Usable	Principal	Worthing Cheryl A
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	Usable	Principal	Gardotte Billie
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	Usable	Principal	England Alice
ML II 4 MacBook Air	3003826	•	Chocked O. t.
	Usable	Principal	Cook Susan M
MLI14 MacBook Air	3003830		Charles O.4
	Usable	Principal	Thompson, Ruth H
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# St. George School Library

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	Usable	Principal	Maynard Hesta M
MLTI 4 MacBook Air	3009652	•	Charked Out
	Usable	Principal	Slader, Joyce B.
Nutrikids POS Terminals	3821		In I ke
Kitchen	Usable	Principal	9
Pioneer CD Rom	4040		as  u
	Usable	Principal	000
Pioneer CD Rom	4107		\\ \text{\signal} \text{\text{cl}}
Library	Usable	Principal	שמס <u>-</u>
Promethean	3712		
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7 IIIONI	Usable	Principal	
	3747		n Use
K00m 17	Usable	Principal	
Smartboard	3748		Available
Room 28	Usable	Principal	Available
ViewSonic 19" 2012	4574		Chesked O. #
	Usable	Principal	Letourneau, Janet
Viewsonic 19" ZU12	4575		Available
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Item Status

Format: Summary view
Asset Type: All
Custodian: All
Department: All
Home Location: All
Funding Source: All
Item Status: Available; Checked Out; In Transit; In Use; Lost

### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT EXHIBIT F

Schedule of RSU 13 Long-Term Vendor Contracts

OTT Communications (telephone contract)

A-COPI (copier service)

Bangor Computer Copy, Inc. (copier/printer consulting)

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### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

### **EXHIBIT G**

Schedule of Collective Bargaining Agreements

Seacoast Education Association, Teachers Bargaining Unit

Term: 09/01/2013 - 08/31/2016

Applies to: Teachers

Seacoast Education Association, Education Support Professionals

Term: 07/01/2009 - 06/30/2012

Applies to: Administrative Assistant, Assistant Kitchen Manager, Bus Driver, Bus Driver/Custodian, Custodian, [Maintenance Employee?], Educational Technicians 1-3, Food Service Assistant, Food Service Manager, Food Service Secretary, Food Service Worker, Kitchen Manager, School Secretary, Special Education Secretary

RSU 13 Administrators Association

Term: 08/01/2001 - 07/31/2014

Applies to: Athletic Director, Assistant Elementary/Middle School Principal, Assistant High School Principal, Elementary/Middle School Principal, High School Principal, Director of Special Programs, Director of Special Education, Director of School Improvement

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### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

### **EXHIBIT H**

### ALLOCATION OF CURRENT ST. GEORGE SCHOOL TEACHERS / STAFF

### Teachers to be employed by St. George MSU

Name

Title

Rebecca Albright

Kindergarten

Adam Bullard

Grades 4-7, Math

Alison England

Grades 4-7, Science

Leatrice Falla

Grade 2

Kathleen Harrison

French #

BJ Huening Carolyn Kanicki

Speech Band

Ellen Kirby

Chair Knoy

Resource Room

Christine Knutson

Grade 3

Christine Miller

Grade 3

Hesta Maynard Joshua McPhail Title I Grades 4-7, Soc. St.

Julie Ryan

Art

Sonja Schmanska

Grades 4-7, LA

Ruth Thompson

Grade 1

Cheryl Worthing

Physical Education

### Staff to be employed by St. George MSU

Lisa Berger

Ed Tech II

Diana Brickel

Ed Tech III

Jeff Cushman

Custodian

Eric Silvia

Custodian

Janet Harjula

Food Service

Katie Cushman

Food Service

Janet Letourneau

Admin. Asst. Principal

Mary Alice McLean Autumn Miller

Nurse

Patricia Mulholland

Ed Tech III

Patricia Robertson

Ed Tech II

Joyce Slader

Guidance

Jeanette Spearing

Ed Tech I

Tamela Upham

Ed Tech II

Laurie Webber Ernie Hammond Ed Tech II

Michael Flaherty

Busdriver Busdriver

Randy Elwell

Busdriver

### Teachers to be employed by RSU 13

Anne Pietroski

Gifted and Talented

Lauren Watts

Occupational Therapy

Beverly Pacheco

Music Title I

Robert Jean Doug Tonner

Tech Ed

James Masterson

Alt Ed\*

### Staff to be employed by RSU 13

Ian Erickson

IT

Bruce Johnson

IT

Jason Karam

IT

Joseph Knight

IT

Tom LeBlond

Jeff Monahan

IT

Susan Sell

IT IT

Ellen Spring

Librarian

Laurie Walsh

Technology Integration

Paul Boynton

Ed Tech III\*

<sup>#</sup> Currently assigned exactly 50% to St. George School; upon certification of a vote by the Town of St. George to approve this Agreement, Ms. Harrison shall decide whether to be assigned as an employee of RSU 13 or as an employee of the St. George MSU as of the Effective Date...

<sup>\*</sup> Staff currently dedicated to the Alternative Education Program. Although these staff people are assigned to the St. George School as of the date of the Withdrawal Agreement, they will become employees of RSU 13 as of the Effective Date.

### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT

### **EXHIBIT I**

Schedule of Continuing Contract Teachers and Probationary Teachers is attached hereto.

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### **RSU** #13 - Teachers

First Name	Last Name	Location(s)	Assignment	Contract Status
eanne	Ackor	OHCS	Grade 4	Continuing Contract
Rebecca	Albright	GBS	Grade K	2nd Year Probationary- moving to 3rd 9/1/14
Daniel	Allan	OHS-W	Grade 8/Social Studies	Continuing Contract
Sarah	Barnaed	CCS20/LLS40/RDMS40	Foreign Languages	Continuing Contract
Ashby	Bartke	OHS-W	Grade 8/Math 67%	Continuing Contract
Jesse	Bartke	OHS-E	Special Ed - DT/Behavior	Continuing Contract
Terri	Bassett	LLS	Grade 2	Continuing Contract
Lynda *	Baum	GBS	Grade K	Continuing Contract
Lucas	Benner	OHS-E	Science	Continuing Contract
Justin Debra	Bennett Bernard	OHS-E LLS	Special Ed - RR	Continuing Contract
Holly	Billings	TGS	Special Ed - RR Title 1A Lit Interven / Spec Ed RR/m	Continuing Contract
Christopher	Blackmon	OHS-E	Title 1A Lit Intrv(60) / Spec Ed-RR(40) Guidance	Continuing Contract Continuing Contract
Dwight	Blue	OHS-E	English	Continuing Contract
Karen	Bode	SS50/RDMS50	Special Ed - RR	Continuing Contract
Gail	Boukary	SS	Grade 4	Continuing Contract
Sharold	Bowman	OHS-E	Special Ed - RR	Continuing Contract
Vanessa	Boynton	OHS-W	Special Ed - RR	Continuing Contract
Susan	Bragg	OHS-E	Music	2nd Year Probationary- moving to 3rd 9/1/14
Teresa	Brewster	LLS	Grade 2	Continuing Contract
Adam	Bullard	RDMS / SGS	Special Ed - Behv / Gr 4-7 Math	Continuing Contract
Lorrie Bankal	Callaway	OHCS	Grade 5	Continuing Contract
Rachel Peter	Campbell Carriveau	RDMS OUS E	Grade 7/Social Studies	Continuing Contract
Marguerite (Meg)	Carroll	OHS-E CCS	Social Studies Grade 3	Continuing Contract
Ilmi	Carter	McL/OHS-E/OHCS	School Nurse	Continuing Contract Continuing Contract
Shannon	Cawley	Central Office	Psychologist	First Year Probationary (moving to 2nd year 9/1/14)
Shen	Cohen	LLS50/TGS50	Speech Therapist	Continuing Contract
Peter	Conover	McLain	Alternative Education	Continuing Contract
Susan	Cook	SGS	Grade 4	Continuing Contract
Louise	Comforth	RDMS	Grade 5	Continuing Contract
Kimberlee	Cowan	SS .	Grade 2	Continuing Contract
Douglas	Crossley	RDMS	Grade 6	Continuing Contract
Holly	Cumler	LLS	Grade 1	Continuing Contract
Ferolyn	Curtis	SS	Grade 4	Continuing Contract
Jennifer C	Curtis	OHS-E	Science	2nd Year Probationary- moving to 3rd 9/1/14
Susan Emily	Davenport Davis	LLS OUG W	Grade 4	Continuing Contract
Michael	Dennett	OHS-W TGS	Guidance Grade 7	Continuing Contract
Paul	Desaulniers	OHS-E	Science	Continuing Contract Continuing Contract
Elizabeth	Dickerson	OHS-E	Computer Science	Continuing Contract
Russell	Dole	OHS-W	Social Studies	Continuing Contract
Kasey	Drinkwater	East Side (70% elem / 30% sec)	Occupational Therapist	Continuing Contract
Joanna	Duke	RDMS	Phys Ed/Health	Continuing Contract
Shawn	Dulac	OHS-E	French	Continuing Contract
Sarah	Dyer	GB/OHCS	Special Ed - RR	First Year Probationary (moving to 2nd year 9/1/14)
Mariellen	Eaton	OHS-E	English	Continuing Contract
Janelle	Eddy	CCS20/GBS20/LLS60	Art	Continuing Contract
Iris	Eichenlaub	OHS-W	Library/Media Specialist	Continuing Contract
Jacob Alison	Eichenlaub England	OHS-W SGS	Grade 8 Grade 6-8	First Year Probationary (moving to 2nd year 9/1/14)
Leatrice	Falla	SGS	Grade K-2	Continuing Contract Continuing Contract
Marsha	Figy-Stenstrom	CCS+0/LLSω	Guidance	Continuing Contract
Michelle	Ford	LLS	Grade 4	Continuing Contract
Catherine	Fox	SS	Spec Ed - Behavior	2nd Year Probationary- moving to 3rd 9/1/14
Sandra	Francis	OHS-W	Math	2nd Year Probationary-moving to 3rd 9/1/14
Aubray (Landry)	Futera	SS	Grade 3	2nd Year Probationary- moving to 3rd 9/1/14
Charles	Gallagher	RDMS	Grade 7	Continuing Contract
Bruce	Gamage	OHS-W	Grade 8 Science	Continuing Contract
Krystal	Garnage	OHS-E	Social Studies	Continuing Contract
Wendy	Gamage	SS	Grade 4	Continuing Contract
Billie Mary	Gaudette Gaudette	SGS Oug W		Continuing Contract
Marjorie	Gerrish	OHS-W SS/LLS/CCS		Continuing Contract Continuing Contract
Sara	Gilfenbaum	TGS		Continuing Contract
Stephenie	Gleason	OH2-M.		Continuing Contract
Kristin	Gould	SS		Continuing Contract
Sally	Groene	RDMS		Continuing Contract
John	Hagin	OHS-E	•	Continuing Contract
Joanna	Hall	OHS-E		Continuing Contract
Lynne	Hall	LLS/TGS/OHS-W		Continuing Contract
Donna-Marie	Hardt	District	_	Continuing Contract
Kathreen (Kit)	Harrison	CCS10/LLS20/SGS20/TGS50		Continuing Contract
Barbara	Hart	OHCS		Continuing Contract
Julia Bath	Hegan	TGS	-	Continuing Contract
Beth Scott	Heidemann Herrick	CCS TGS		Continuing Contract Continuing Contract
SCOR .	TIGITIEN		1 11/3 11/4	Sometimes Contract

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### RSU #13 - Teachers

<u>First Name</u>	<u>Last Name</u>	Location(s)	<u>Assignment</u>	Contract Status
Hope	Hersom	OHCS10/TGS70	Elementary Guidance	Continuing Contract
Valerie	Hilchey	OHS-W	Tide 6/RTI	Continuing Contract
Melissa	Howard	LLS	Grade 1	Continuing Contract
Bette Jane (BJ)	Huening	SGS	Speech/Language Path.	Continuing Contract
John F Catherine	Hughes Jackson	OHS-W OHS-E	Technology Education Special Ed - RR	Continuing Contract
Robert	Jackson Jean	GB27/OHCS46/SGS27	Tide 1A - Math	Continuing Contract Continuing Contract
David	Johanson	OHS-E	Math	Continuing Contract  Continuing Contract
Rachel	Johndrow	OHS-M.	Science	Continuing Contract
Angela	Johnson	OHCS20/TGS80	Music	Continuing Contract
Richard	Johnson	OHS-E	Art	Continuing Contract
Susan	Johnson	OHCS20/TGS40/RDMS40	Art	Continuing Contract
Victoria	Johnson	TGS	Special Ed - Self Contd/LS	Continuing Contract
Doma	Joki	SS	Grade K	Continuing Contract
Gretchen	Jordan	OHS-W	Spanish	Continuing Contract
Diane	Joyce	OHS-W	Special Ed - RR	Continuing Contract
Carolyn	Kanicki	SGS	Music 40%	Continuing Contract
Richard Nancy	Kelley Killoran	OHS-E	Phys Ed ESL Teacher 50%	Continuing Contract
Nathan M. (Mike)	King	District (34% elem / 66% sec) OHS-W	Social Studies	Continuing Contract Continuing Contract
Ellen	Kirby	SGS	Special Ed - RR	Continuing Contract
Amanda	Knowlton	LLS	Special Ed - Self Contd/LS	Continuing Contract
Christine	Knutson	SGS	Grade 3	Continuing Contract
Randi	Lamkins	OHS-E	English	Continuing Contract
Lorraine	Lash	GBS/TGS	School Nurse 82%	First Year Probationary (moving to 2nd year 9/1/14)
Caleb	Lawrence	OHS-E	English	2nd Year Probationary-moving to 3rd 9/1/14
Rebecca	Leonard	OHS-Eso & W50	Music	Continuing Contract
Kimberly	Linden	OHS-W	Special Ed - Behavior	Continuing Contract
Jo	Linscott	SS	Grade K	Continuing Contract
Heidi	Locke-Talbot	SS	Title 1A - Literacy	Continuing Contract
Stefani	Lund MarCaffee	OHS-W	English	Continuing Contract
Jaime Alison	MacCaffray Machaiek	LLS OHS-E	Grade 3 Drama / Fine Arts	First Year Probationary (moving to 2nd year 9/1/14) Continuing Contract
Joshua	Mahar	OHS-E	Science	Continuing Contract
Martha	Majunka	RDMS	Grade 5	Continuing Contract
Megan (Rivard)	Marks	SS	Grade K	2nd Year Probationary- moving to 3rd 9/1/14
Kevin	Martin	RDMS	Guidance	Continuing Contract
Lillies	Martin	District	Title 1 Literacy Coach - elem	Continuing Contract
James	Masterson	SGS	Alternative Education	Continuing Contract
Karen	Matthews	OHCS	Grade 3	Continuing Contract
Hesta (Kitty)	Maynard	SGS	Title 1A - Math/Literacy	Continuing Contract
Matthew	Mazzeo	OHS-W	World Languages	Continuing Contract
Michael	McGuire	McLain	Alternative Education	Continuing Contract
Esther Lynnette	McKay	OHS-E TGS	Math Grade 6	Continuing Contract
Nicole	McLaughlin McLellan	CCS	Grade 2	Continuing Contract First Year Probationary (moving to 2nd year 9/1/14)
Suzanne	McMackin	RDMS	Title 6/RTI	Continuing Contract
Susan	McNeilly	RDMS	Grade 6	Continuing Contract
Joshua	McPhail	SGS	Grade 6-8	Continuing Contract
Patricia (Trish)	Mellor	LLS	Title 1A - Literacy	Continuing Contract
Holly	Merrow	SS	Grade 3	First Year Probationary (moving to 2nd year 9/1/14)
Amy	Micklich	RDMS / CCS (3 d/wk)	Speech	Continuing Contract
Autumn	Miller	SGS	School Nurse (100%)	Continuing Contract
Christine	Miller	SGS	Grade K-2	Continuing Contract
Jessica	Miller	OHS-E	Guidance	Continuing Contract
Christopher Silvia	Mogan	OHS-Eso/McLainso	Govt et al / Alt Ed	Continuing Contract
Abigail	Moreno-Tilton Nash	OHS-E RDMS	Spanish Music 50%	Continuing Contract 2nd Year Probationary, morning to 3rd 9/1/14
Angai Stacey	O'Connor	SS	Grade 2	2nd Year Probationary- moving to 3rd 9/1/14 2nd Year Probationary- moving to 3rd 9/1/14
Susan	Oliver	SS	Grade 2	Continuing Contract
Beverly	Pacheco	CCS20/LLS40/SS40	Vocal Music	Continuing Contract
William	Palmer	OHS-W	Science	Continuing Contract
Bethany	Parmley	OHS-E50/GBS25/OHCS25	Speech Therapist	Continuing Contract
Anne	Pavalkis	TGS	Grade 5	Continuing Contract
Darcy (Simmons)	Payne	CCS	Read Intv 8/Title 1.142/SpEd-RR50	Continuing Contract
	Pendleton	OHS-W	Phys Ed	Continuing Contract
Sam		CALLE IN	Art	Continuing Contract
Sylvia	Percy	OHS-W	¥ 1¥ / F-00	
Sylvia Kathleen	Percy Perkins	CCS20/GBS20/LLS60	Librarian 50%	Continuing Contract
Sylvía Kathleen Matthew	Percy Perkins Petrie	CCS20/GBS20/LLS60 CCS25/LLS50/SS25	Phys Ed	Continuing Contract
Sylvia Kathleen Matthew Anne	Percy Perkins Petrie Pietroski	CCS20/GBS20/LLS60 CCS25/LLS50/SS25 SGS/RDMS	Phys Ed Gifted/Talented	Continuing Contract Continuing Contract
Sylvia Kathleen Matthew Anne Donald	Percy Perkins Petrie Pietroski Pietroski	CCS20/GBS20/LLS60 CCS25/LLS50/SS25 SGS/RDMS OHS-E	Phys Ed Gifted/Talented Math	Continuing Contract Continuing Contract Continuing Contract
Sylvia Kathleen Matthew Anne Donald Brian	Percy Perkins Petrie Pietroski Pietroski Ploutde	CCS20/GBS20/LLS60 CCS25/LLS50/SS25 SGS/RDMS OHS-E OHS-E	Phys Ed Gifted/Talented Math Health	Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract
Sylvia Kathleen Matthew Anne Donald Brian Diane	Percy Perkins Petrie Pietroski Pietroski Plourde Possee	CCS20/GBS20/LLS60 CCS25/LLS50/SS25 SGS/RDMS OHS-E OHS-E Central Office	Phys Ed Gifted/Talented Math Health Psychologist	Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract
Sylvia Kathleen Matthew Anne Donald Brian Diane Kenneth	Percy Perkins Petrie Pietroski Pietroski Plourde Possee Pride	CCS20/GBS20/LLS60 CCS25/LLS50/SS25 SGS/RDMS OHS-E OHS-E Central Office OHS-E	Phys Ed Gifted/Talented Math Health Psychologist Social Studies	Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract
Sylvia Kathleen Matthew Anne Donald Brian Diane	Percy Perkins Petrie Pietroski Pietroski Plourde Possee	CCS20/GBS20/LLS60 CCS25/LLS50/SS25 SGS/RDMS OHS-E OHS-E Central Office	Phys Ed Gifted/Talented Math Health Psychologist	Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract Continuing Contract

### RSU #13 - Teachers

First Name	Last Name	Location(s)	Assignment	Contract Status
Harold (Hank)	Read	OHS-E60 & W+0	Technology Integration	Continuing Contract
Michael	Reese	RDMS	Special Ed - Behavior	First Year Probationary (moving to 2nd year 9/1/14)
Andrea	Reichard	LLS	Special Ed - Behavior	2nd Year Probationary- moving to 3rd 9/1/14
Debomh	Richards	SS	Grade 1	Continuing Contract
Rosemarie	Richter	CCS	Grade 1	Continuing Contract
Colleen	Rickard	OHS-E	Special Ed - Self Contd/LS	Continuing Contract
Adam.	Roberge	RDMS	Grade 7	Continuing Contract
Julie	Ryan	SS50/SGS50	Art	Continuing Contract
Catherine	Sally	OHS-W	English	Continuing Contract
Annabelle	Schierman	RDMS/SS	School Nurse	First Year Probationary (moving to 2nd year 9/1/14)
Sonja	Schmanska	SGS	Grade 6-8	Continuing Contract
Diana	Simendinger	LLS	Grade K	ų –
Joyce	Slader	GBS20/SGS80	Guidance	Continuing Contract
Melanie	Slocum	RDMS	Grade 5	Continuing Contract
Holly	Smith	OHS-E	Art	Continuing Contract
Lynn	Snow	TGS		Continuing Contract
Roxanne	Snow	SS	Grade 5	Continuing Contract
Leslie	Spear	CCS	Title 1A - Math	Continuing Contract
Ellen	-		Grade 4	Continuing Contract
Benjamin	Spring	RDMS+0/SGS+0/TGS20	Librarian	Continuing Contract
Marcia	Springer	SS	Special Ed - Behavior/Autism	Continuing Contract
	Steenstra	OHS-W	Health	Continuing Contract
Katherine	Stinson	SS	Speech/Language Path.	First Year Probationary (moving to 2nd year 9/1/14)
Maurie	Stockford	OHS-E	Librarian	Continuing Contract
Josette	Stone	OHS-W	Grade 8/Math 33%	Continuing Contract
Claudia	Sullivan	SS	Special Ed - RR	Continuing Contract
Monica	Karam	OHS-W	Guidance	2nd Year Probationary-moving to 3rd 9/1/14
Kelly	Taylor	OHS-E	Social Studies	Continuing Contract
Megan	Thill	OHCS20/SS65/GBS15	Foreign Languages	Continuing Contract
Ruth	Thompson	SGS	Grade 1	Continuing Contract
Deanne	Tibbetts	SSso/Tech Integso	Librarian so/Tech Integr so	Continuing Contract
Donna	Tochterman	OHCS	Grade 4	Continuing Contract
Mary	Tolman	SS	Grade 1	Continuing Contract
Michael	Tolman .	OHS-E	Math	Continuing Contract
Douglas	Tonner	SGS20/TGS40/RDMS40	Industrial Technology	Continuing Contract
Steffeny	Tribou	OHS-E	English	Continuing Contract
Benjamin	Tripp	SS	Grade 1	Continuing Contract
Gretchen	Тпрр	RDMS	Grade 6	Continuing Contract
Jennifer	True	OHS-E	English	•
Holly	Vinal	LLS	Grade K	Continuing Contract
Catherine (Laurie)	Walsh	CCS/GBS/LLS/OHCS/TGS/RDMS/SS	Technology Integration	Continuing Contract
Pamela	Walton	GBS	Grade 2	Continuing Contract
Richard	Walton	GBS20/RDMS35/SGS 45		Continuing Contract
Lauren	Watrs	LLS/SGS	Vocal Music	Continuing Contract
Susan		•	Occupational Therapist	Continuing Contract
	Watts	TGS	Grade 5	Continuing Contract
Peggy	Weeks	OHS-W	Math	Continuing Contract
jennifer Varan	West	SS CP /CLCCO	Title 1A - Literacy	Continuing Contract
Karen	Wheelis	GB50/OHCS50	Title 1A	Continuing Contract
Mary	Wilgus	LLS	Grade 3	Continuing Contract
Thomas	Wilson	OHS-W	Grade 9 English	First Year Probationary (moving to 2nd year 9/1/14)
Cheryl	Worthing	GBS25/SGS75	Phys Ed/Health	Continuing Contract
Jeffrey	Wright	OHS-E	Math	Continuing Contract
essica .	York	GBS	Grade 1	Continuing Contract

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### ST. GEORGE/RSU 13 WITHDRAWAL AGREEMENT EXHIBIT J

Schedule of School Buses and Vehicles to be Transferred to the St. George MSU

Bus #	Year	Model	VIN	
200 "	1001	Wiodei	ATIA	Mileage as of
				06/19/2014
1-10A	2010	Bluebird	1DAKOGDANA POZOZO	
1 1011	2010	Bruebird	1BAKGCPAXAF273539	76,523
19	2014	International	4DRBUAANOEB764709	21,154
		**************************************	IDIODENANOED/04/09	21,134
06/08A	2008	Bluebird	253157 (last six digits)	85,770
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