

SOUTHERN MAINE REGIONAL SERVICE CENTER

Interlocal Agreement for Regional Service Center

20-A M.R.S. Chapter 123 and 30-A M.R.S. Chapter 115

This Interlocal Agreement is made by and between **Regional School Unit No. 21, Regional School Unit No. 23, Regional School Unit No. 57, School Administrative District No. 55, School Administrative District No. 60, the Biddeford School Department, the Dayton School Department, the Saco School Department, the Sanford School Department, and the Yarmouth School Department**, all Maine school administrative units acting by and through their governing bodies (hereinafter, collectively, the “Parties”), as follows:

1. **Formation.** Subject to the approval conditions set forth in Section 25, the Parties hereby form a school management and leadership center, also known as a regional service center, under the authority of Title 20-A M.R.S. Chapter 123, §§ 3801 *et seq.* and Title 30-A M.R.S. Chapter 115, §§ *et seq.*
2. **Name.** The name of the school management and leadership center formed pursuant to this Agreement shall be: Southern Maine Regional Service Center (hereinafter, “Regional Service Center”).
3. **Purposes.** The purposes of the Regional Service Center shall be as follows:
 - A. To engage in joint purchasing of food service supplies;
 - B. To engage in joint purchasing of facilities maintenance supplies;
 - C. To act as an incubator for new regional programs and services; and
 - D. To engage in such other regional programs and services as may be authorized by law and approved by an affirmative vote of two-thirds of the full membership of its Board of Directors.
4. **Administrative Entity.** The Regional Service Center shall be a school management and leadership center within the meaning of 20-A M.R.S. Chapter 123, a political subdivision within the meaning of 5 M.R.S. § 19002(6), a quasi-municipal corporation within the meaning of 30-A M.R.S. § 5701, and a tax exempt governmental entity for purposes of 36 M.R.S. § 1760(2). The Board of Directors is authorized to make any filings and take any other necessary actions to implement the provisions of this Section 4.
5. **Term.** The term of this Interlocal Agreement shall be two (2) years commencing July 1, 2021 and ending June 30, 2023, subject to extension as follows: The term of this Agreement shall be automatically extended for one additional fiscal year on February 1, 2022 and February 1 of each subsequent fiscal year (each a “Renewal Term” and, together with the Initial Term, the “Term”), unless by February 1 in any year a majority of the Board of Directors votes in favor of

dissolution and the Regional Service Center is dissolved pursuant to Section 18.B as of the following June 30.

6. **Fiscal Year.** The fiscal year of the Regional Service Center shall begin on July 1 and end on June 30.

7. **Members.** The initial members of the Regional Service Center shall be those Parties to this Agreement whose voters approve the formation of a Regional Service Center pursuant to Section 25 (hereinafter, the "Members"). Other school administrative units may become members pursuant to the requirements of Section 13 ("New Members").

8. **Governing Body – Board of Directors.**

A. The Regional Service Center shall be governed by a board of directors comprised of the Superintendent of Schools of each Member school administrative unit, or the Superintendent's designee, who shall, in all cases, be an employee of that Member school administrative unit (the "Board of Directors"). Designees shall serve at the pleasure of the appointing Superintendent.

B. The Board of Directors shall be responsible for all aspects of the Regional Service Center, including without limitation preparing its annual operating budget and establishing, and modifying from time to time the scope of programs and services provided by the Regional Service Center.

C. The Board of Directors shall elect a chair, treasurer, and secretary, and any other officers it deems useful or necessary.

D. The Board of Directors may establish rules of procedure and policies to govern its meetings, provided such rules and policies are not inconsistent with this Agreement or state law.

E. Each Director shall have one vote.

F. A majority of the Directors shall constitute a quorum and, except as otherwise specifically provided in this Agreement, a majority vote of the Directors at a meeting at which a quorum is present shall be required for the Board of Directors to act.

G. A director is deemed present for establishing a quorum and may participate in a meeting of the board of directors by means of remote communication provided that the director is able to hear and participate in the meeting and to vote on matters under consideration concurrently with the directors present at the meeting, and that the director's remote communications at the meeting are audible and/or visible to the directors and members of the public in attendance at the meeting.

H. In the event that there is a vacancy in the position of Superintendent of Schools of any Member, the governing body of that Member may appoint an interim Director until a new Superintendent or acting Superintendent has been appointed.

9. **Functions, Programs, and Services.** The Regional Service Center may make available the following functions, programs, and services:

- A. Joint purchasing of food supplies;
- B. Joint purchasing of facilities maintenance supplies;
- C. Serving as an incubator for new regional programs and services; and
- D. Engaging in such other regional functions, programs, and services as may be authorized by law and approved by an affirmative vote of two-thirds of the full membership of the Board of Directors.

A regional service center that does not provide at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for direct state funding pursuant to 20-A M.R.S. § 3806.

10. **Administration.** The Regional Service Center shall be administered by Regional School Unit No. 57 ("RSU 57"). The Board of Directors may select an Executive Director by an affirmative vote of two-thirds of the full membership of the Board of Directors. The Executive Director shall:

- A. Administer the day-to-day operations of the Regional Service Center;
- B. Administer the annual operating budget of the Regional Service Center, including without limitation accounting and auditing requirements related thereto;
- C. Acquire and maintain liability and other insurance adequate to cover the Regional Service Center and its operations;
- D. Track and record all data, submit all reports, comply with all state and federal reporting requirements on behalf of each Member, and otherwise ensure compliance with the terms and conditions of this Agreement, any charitable or governmental grant agreement that may be secured for the benefit of the Regional Service Center, and any other contract entered into by or on behalf of the Regional Service Center;
- E. Adhere to generally accepted accounting principles and annually engage an external auditor to do an independent audit of the Regional Service Center's finances in accordance with 20-A M.R.S. § 3804; and

F. Perform other functions concerning the management of the Regional Service Center as directed by the Board of Directors.

11. **Fiscal Agent.** During the Term, RSU 57, if it becomes a Member, shall act as the fiscal agent of the Regional Service Center. The fiscal agent shall maintain the accounts of the Regional Service Center including, without limitation, its operating budget accounts; shall contract for, purchase, and hold title to all Regional Service Center equipment and property on behalf of the Regional Service Center: and shall perform any other functions concerning the fiscal management of the Regional Service Center, under the direction of the Board of Directors. All state contributions to the Regional Service Center – including, without limitation, any funds in support of the Executive Director’s salary and benefits, student information system costs, and accounting and payroll system costs – shall be paid to the fiscal agent for the benefit of the Regional Service Center. The fiscal agent shall accept, account for, and disburse any such state contributions in accordance with the terms of this Agreement. The Board of Directors may in its discretion make other provisions for administration of the Regional Service Center and for its fiscal agent.

12. **Regional Service Center Employer.** To the extent the Board of Directors determines that the Regional Service Center requires or benefits from having a Member school administrative unit serve as the employer for some or all of the Regional Service Center’s personnel, the Parties hereby designate RSU 57, to serve as the initial employer for the Regional Service Center’s personnel. The Board of Directors, in its discretion, may designate another Member school administrative unit to serve as the Regional Service Center employer or, alternatively, may direct that the Regional Service Center employ its own personnel. A Regional Service Center employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Regional Service Center. In making such employment decisions, the school board of the Regional Service Center employer shall solicit and consider the recommendations of the Board of Directors.

13. **New Members; Associate Members.**

A. **New Members.** Any school administrative unit wishing to become a member of the Regional Service Center, and which qualifies as a member pursuant to 20-A M.R.S. § 3802(2), may petition the Board of Directors for membership (“Petitioner”). The Board of Directors may condition membership by imposing additional obligations on the Petitioner and/or limits on the rights and benefits which a Petitioner may receive, including without limitation access to fund balances. The Petitioner and Board of Directors shall negotiate and execute a separate agreement in which the Petitioner agrees to be bound by the terms of this Agreement, subject to any such conditions (the “Membership Agreement”). A Petitioner shall become a member upon approval of the Membership Agreement by the governing body of Petitioner’s school administrative unit and approval by a two-thirds affirmative vote of the full membership of the Board of Directors of the Regional Service Center.

B. Associate Members. There shall be no associate members.

14. Minimum Member Obligation. Nothing in this Agreement requires a Member to purchase all of the functions, programs, and services made available to it by the Regional Service Center. A Member may discontinue any purchased functions, programs, and services at the end of a fiscal year upon 90 days' notice to the Board of Directors and thereafter shall no longer be obligated to pay for that function, program, or service. A member that discontinues purchasing all services from the Regional Service Center shall no longer be required to continue paying an annual assessment. A Member that does not continue to purchase at least two functions, programs, and services in at least two of the categories of services set forth in 20-A M.R.S. § 15683-C may lose its eligibility for a Regional Service Center allocation from the Maine Department of Education.

15. Non-Member Purchasers of Services. The Board of Directors may, in its sole discretion, offer and provide functions, programs, and services to any school administrative unit, political subdivision, public entity, or nonprofit organization or association that is not a Member ("Service Recipient") provided that the Service Recipient pays all actual costs for the services plus a supplemental fee, said costs and fee to be determined by the Board of Directors. Priority for any services offered by the Regional Service Center shall be given to its Members.

16. Authority and Powers. The authority and powers of the Regional Service Center shall be as follows provided that the fiscal affairs of the Regional Service Center may be exercised by and through a fiscal agent:

A. Organizational Powers. The Regional Service Center shall have the power and authority to provide regional functions, programs, and services in accordance with the terms of this Agreement.

B. Contracts. The Board of Directors is authorized to enter into contracts, leases, and lease purchase agreements on behalf of the Regional Service Center.

C. Employment of Personnel. The Board of Directors is authorized to employ personnel to carry out the purposes of this Agreement.

D. Personal Property. The Board of Directors is authorized to hold and dispose of personal property in the name and on behalf of the Regional Service Center for purposes of this Agreement.

E. Expenditures. The Executive Director, under the direction of the Board of Directors, is authorized to expend funds in accordance with the approved Regional Service Center budget.

- F. Investment of Funds. The Executive Director, under the direction of the Board of Directors, is authorized to invest Regional Service Center funds on behalf of the Regional Service Center in accordance with 30-A M.R.S. §§ 5706-5719.
- G. Reserve Funds; Contingency Funds. The Board of Directors is authorized to establish, maintain, and expend funds from a reserve fund or contingency fund.
- H. Disposition of Property and Indebtedness. The Board of Directors is authorized to dispose of any property, including by sale or lease, transferred to or from or administered by the Regional Service Center. The Board of Directors is not authorized to assume, incur, or dispose of any indebtedness in the name of the Regional Service Center.
- I. Purchase of Goods and Services. The Board of Directors is authorized to purchase goods and services.
- J. Acceptance of Gifts and Grants. The Board of Directors is authorized to accept conditional and unconditional gifts and grants, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by an affirmative vote of two-thirds of the full membership of the Board of Directors.
- K. Acceptance and Expenditure of State and Federal Funds. The Board of Directors is authorized to accept funds from state, federal, and other sources.
- L. Policies. The Board of Directors is authorized to adopt administrative policies including, without limitation, purchasing and procurement policies and conflict-of-interest policies, provided any such policies do not conflict with the terms of this Agreement or applicable state or federal law.
- M. No Eminent Domain Powers. Notwithstanding 20-A M.R.S. § 3802(7), the Parties hereto do not delegate their respective eminent domain powers to the Regional Service Center.
- N. No Authority to Borrow. Notwithstanding 20-A M.R.S. § 3802(11), the Board of Directors shall have no authority to borrow funds in anticipation of a Member's payment of its share of the Regional Service Center budget.
- O. No Bonding Authority. Notwithstanding 20-A M.R.S. § 3802(12), the Board of Directors shall have no authority to issue bonds or notes for school construction purposes.
- P. No Transfer of Responsibility for Provision of a Free Public Education. This Agreement does not transfer to the Regional Service Center any school administrative unit's responsibility for providing the opportunity of a free public education to each of its students or a free, appropriate education to each of its students with a disability as required by this Title 20-A of the Maine Revised Statutes or by federal law.

17. **Fiscal Operation; Cost Sharing.**

A. **Funding Sources.** The activities of the Regional Service Center may be financed from any of the following sources:

- i. State subsidy;
- ii. Member assessments;
- iii. Fees collected from Members and non-Member Service Recipients for services provided;
- iv. Donations, charitable or governmental grants, or similar funding sources, as the Board of Directors deems appropriate; and
- v. Any other funding source or miscellaneous revenue approved by the Board of Directors.

B. **Annual Operating Budget.** By February 1 of each year, the Board of Directors shall prepare and approve, by a two-thirds vote of the Directors present and voting, an annual operating budget to fund the Regional Service Center for the following fiscal year. The Board of Directors shall consult with the Executive Director in preparing the budget, and shall provide the final budget to each Member. The budget shall include:

- i. All anticipated revenues, as determined by the Executive Director and approved by the Board of Directors;
- ii. All costs of operating the Regional Service Center as determined by the Executive Director and approved by the Board of Directors, set forth in separate articles that are consistent with the appropriate articles in the cost center summary budget format of 20-A M.R.S. § 1485(1)(A).

C. **Budget Allocation and Assessment.**

- i. The Board of Directors shall assess the amounts necessary to fund the annual operating budget for joint purchasing of food supplies and maintenance supplies on the Members in equal shares per Member. This cost-sharing arrangement may be modified by October 1 of any year for the following fiscal year by an affirmative vote of two-thirds of the full membership of the Board of Directors;
- ii. By March 1 of each year, each Member shall be assessed a Budget Allocation Assessment for the following fiscal year. Unless otherwise provided

in a Board of Directors' policy, the Members shall pay their respective Budget Allocation Assessments to the Regional Service Center in two semi-annual installments in July and January of each fiscal year; and

iii. After taking into account other revenues, the annual Budget Allocation Assessments of each Member shall be in such an amount as to provide the Regional Service Center with sufficient funds to administer a joint program of purchasing of food supplies and facilities maintenance supplies. The costs of other regional services provided by the Regional Service Center shall be assessed only against those Members and Non-Member Service Recipients that actually purchase those services.

D. Expenditure of Funds; Balanced Budget. All funds of the Regional Service Center may be used by the Board of Directors in a manner consistent with this Agreement, any applicable grant agreements, and state and federal regulations. Regional service center fund balances may, at the discretion of the Board of Directors (i) be used to reduce the operating costs of the Regional Service Center; (ii) be accrued in reserve and contingency funds; or (iii) be equitably credited or rebated to each Member. To maintain a balanced budget, the Regional Service Center shall return any funds not needed for the foregoing purposes to its Members in equal shares per Member.

E. Invoices; Payments Due. The Board of Directors shall determine the process, schedules, and deadlines related to invoicing and payments due (including for Budget Allocation Assessments) consistent with this Agreement and applicable laws and rules.

F. State Subsidy. The Regional Service Center may lose its eligibility for direct state funding pursuant to 20-A M.R.S. §3806 if it does not provide at least two functions, programs or services in at least two of the categories set forth in 20-A M.R.S. § 15683-C.

18. Withdrawal; Termination; Dissolution; Transfer.

A. Withdrawal. Any Member may withdraw from the Regional Service Center effective at the end of a fiscal year, provided that the withdrawing Member satisfies applicable state law and gives written notice to the Board of Directors not later than November 1 preceding the end of a fiscal year. The Director representing the withdrawing Member shall enter into a withdrawal agreement with the Board of Directors on terms acceptable to the Board of Directors. Any withdrawal agreement involving the withdrawal of a Member must be consistent with the following conditions and understandings:

i. The Director representing a withdrawing Member shall be recused from participating in or voting as a Director on any matter relating to the withdrawal

from the date that written notice of the withdrawal is provided to the Board of Directors.

ii. The Board of Directors and the Director representing the withdrawing Member shall in good faith negotiate a withdrawal agreement that allocates an equitable share of the Regional Service Center's assets and liabilities to the withdrawing Member.

B. Dissolution. The Regional Service Center may be dissolved upon a majority vote of the full Board of Directors and approval of the dissolution in accordance with applicable state law. Prior to dissolution of the Regional Service Center, the Directors, by written agreement, shall make suitable provision for the equitable division among the Members of the assets and liabilities of the Regional Service Center.

C. Transfer. Upon a majority vote of the Board of Directors, a Member may transfer to another school management and leadership center or regional service center whose board of directors has adopted a vote to approve the transfer on terms acceptable to the Board of Directors and the transferring Member. Prior to any such transfer, the Board of Directors of the Regional Service Center, the transferring Member, and the receiving regional service center shall enter into a transfer agreement making suitable provision for the transition of governance and other matters related to the Regional Service Center, including the equitable division and/or transfer of the assets and liabilities of the Regional Service Center.

D. Termination of Participation of Member for Cause. The participation of a Member in the Regional Service Center may be terminated for cause upon the failure of the Member to conform to the terms of this Agreement or any statutory requirements applicable to interlocal agreements or school management and leadership centers, including without limitation failure to pay the assessed Budget Allocation Assessment. Prior to any such termination, the Board of Directors shall provide the nonconforming Member with a written notice of termination for cause and a 30-day opportunity to cure. If the nonconforming Member fails to cure the nonconformity within the 30-day cure period, the Board of Directors shall prepare a plan for termination in accordance with the provisions of Section 18.A.ii (except that any reference to the withdrawing party therein shall mean the nonconforming Member). The nonconforming Member's participation in the Regional Service Center and status as a Member to this Agreement may then be terminated by a vote of a majority of the full membership of the Board of Directors, excluding the Director representing the nonconforming Member. The termination of a nonconforming Member's participation shall become effective as of the end of the then current fiscal year.

19. Dispute Resolution. Any dispute arising out of or relating to this Agreement, shall be resolved as follows:

A. Negotiation. The parties to the dispute shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (“Dispute”) within 30 days after the date that an aggrieved Member has given written notice of such Dispute to the Board of Directors.

B. Mediation. If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the director representing the aggrieved party and the directors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 90 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. In the event that the aggrieved party and the director(s) representing the other party or parties to the dispute are unable to agree on a mediator within 14 days, or to resolve the dispute through mediation within 90 days, the Members and the Regional Service Center reserve the right to file a civil action in a court of competent jurisdiction located in York or Cumberland County, Maine.

C. Performance During Dispute. Unless otherwise directed by the Board of Directors, the Members shall continue performance under this Agreement while matters in dispute are being resolved.

20. Insurance. Each Member and Service Recipient shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.

21. No Exclusivity. Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the Regional Service Center, or the Board of Directors; nor shall it prevent or limit any Party’s participation in any other plan, program, agreement, or arrangement for functions, programs, or services; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind. For the avoidance of doubt, nothing in this Agreement shall preclude the Parties, or any Members from entering into an Interlocal Agreement to join another school management and leadership center or establish any other similar joint venture.

22. Amendment. This Agreement may be amended by a two-thirds affirmative vote of the full membership of the Board of Directors. In the event of the withdrawal, transfer, or termination of participation of a Member, the Board of Directors shall amend this Agreement accordingly.

23. Applicability to Successor Parties. This Agreement shall be binding upon any successor of each Member.

24. Miscellaneous. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or

understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

25. Approval Conditions, Effective Date, and Members.

A. Approval Conditions. Pursuant to 20-A M.R.S. §§ 3805(2) and (3), this Agreement is subject to the following conditions:

i. This Agreement must be approved by the Commissioner of the Maine Department of Education; and

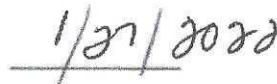
ii. This Agreement shall be submitted, to the voters of each Party that is a school administrative district or a regional school unit at its annual school budget meeting or at a referendum; to the voters of each Party that is a municipal school unit with a town meeting form of government at a town meeting or referendum; and to the voters of each Party that is a municipal school unit with a charter form of government at a town meeting or referendum in accordance with the requirements of the charter.

[SIGNATURE PAGES FOLLOW]


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

REGIONAL SCHOOL UNIT NO. 21,
a Regional School Unit acting by and through
its Board of Directors




Date

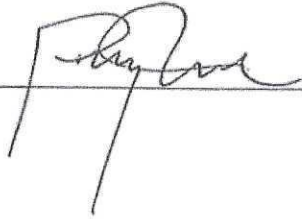
REGIONAL SCHOOL UNIT NO. 23,
a Regional School Unit acting by and through
its Board of Directors



1/24/22

Date

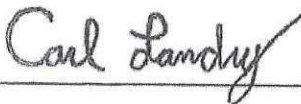
REGIONAL SCHOOL UNIT NO. 57,
a Regional School Unit acting by and through
its Board of Directors



01.28, 2022

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 55,
a School Administrative District acting by and
through its Board of Directors



01/27/2022

Date

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 60,
a School Administrative District acting by and
through its Board of Directors




1/30/22
Date

CITY OF BIDDEFORD,
a Municipal School Unit acting by and through
its School Committee



2/3/2022
Date

TOWN OF DAYTON,
a Municipal School Unit acting by and through
its School Committee



2/3/2022
Date

CITY OF SACO,
a Municipal School Unit acting by and through
its School Board



2/3/2022
Date

CITY OF SANFORD,
a Municipal School Unit acting by and through
its Board of Education

Matt Nelson

1/27/22

Date

TOWN OF YARMOUTH,
a Municipal School Unit acting by and through
its School Committee

[Signature]

1.27.22

Date

APPROVED BY THE COMMISSIONER,
MAINE DEPARTMENT OF EDUCATION

DocuSigned by:

Pender Makin

6119999ABD9B473...

3/23/2022

Pender Makin

Date

Certificate Of Completion

Envelope Id: 5DBE6D16F04E46B788153FDF981F86F2	Status: Completed
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Document Pages: 14	Signatures: 1
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Signer Events

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Commissioner
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Signature

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Signed: 3/23/2022 8:22:42 AM

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Joanne Allen
Joanne.allen@maine.gov
Carahsoft OBO Maine Department of Education
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	3/23/2022 8:22:17 AM
Signing Complete	Security Checked	3/23/2022 8:22:42 AM
Completed	Security Checked	3/23/2022 8:22:42 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Maine Department of Education (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Maine Department of Education:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jennifer.l.tarr@maine.gov

To advise Carahsoft OBO Maine Department of Education of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.l.tarr@maine.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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