

**STATE OF MAINE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF LICENSING AND CERTIFICATION  
11 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0011**

**IN THE MATTER OF:** )  
 ) **CONSENT AGREEMENT**  
**OLD TOWN-ORONO YMCA** )

**INTRODUCTION**

This document is a Consent Agreement between the parties: Maine Department of Health and Human Services, Division of Licensing and Certification, (The "Department") and Old Town-Orono YMCA.

**AGREEMENT**

WHEREAS the parties wish to conclude this matter without a hearing, they have agreed to enter into this Consent Agreement. By virtue of this Consent Agreement, the Department and Old Town-Orono YMCA hereby agree to the following terms and conditions of this Consent Agreement:

1. The Department agrees to withdraw its decision to issue a Conditional License to Old Town-Orono YMCA.
2. Old Town-Orono YMCA will ensure that policies are reviewed and understood by staff members and ensure staff follow expectations outlined in policies at all times. This includes but is not limited to policies regarding child abuse reports and reporting licensing violations.
3. Old Town-Orono YMCA will ensure that all enrolled children are free from abuse, neglect and harmful actions or practices that are detrimental to the child's welfare including but not limited to corporal punishment, withholding food or drink, derogatory remarks to or

about children and parents, name calling, rough handling and to practices that are potentially harmful to children at all times.

4. Old Town-Orono YMCA will ensure that staff use positive methods of guidance which encourage self-control, self-direction, self-esteem and cooperation and meets the individual needs of each child. Staff will also use constructive methods of guidance at all times. This may include, but is not limited to, interventions such as conflict resolution, encouraging the use of language skills, redirecting, providing choices, using praise or positive reinforcement, recognizing a child's strengths and allowing for individual differences.

5. Old Town-Orono YMCA will ensure that any staff member who reasonably believes that the rules pertaining to children's rights, and the conduct of childcare have been violated, report this information to Children's Licensing and Investigation Services and to Child Protective Intake Services as soon as there is suspicion of a child rights violation and/or abuse or neglect.

6. Old Town-Orono YMCA will ensure that all staff receive mandated reporter training a minimum of once every four (4) years, as required by State of Maine statute.

7. Old Town-Orono YMCA will ensure that there is a record of injuries sustained for each enrolled child while in care of the facility, significant changes in appearance and/or hygiene, or significant changes in behavior (such as: increased aggression, withdrawal, sexual acting out, and/or prolonged tantrums) and other health conditions, if known at all times.

8. Old Town-Orono YMCA will ensure that a child crying or crying out shall be attended to at all times.

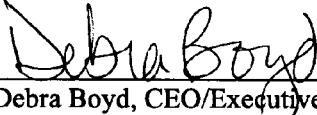
9. Old Town-Orono YMCA will ensure that each child is allowed at all times to form and follow his or her own pattern of sleeping and waking periods and that children are not forced to sleep or wake.

10. Old Town-Orono YMCA agrees to comply with all other Rules as stated in the *Rules for Licensing of Child Care Facilities*.

**The following terms are also agreed to:**

1. This Consent Agreement may not be appealed and its terms may only be amended by the written agreement of all the parties hereto.
2. The term of this Consent Agreement will be from April 3, 2019 through April 3, 2020.
3. This Consent Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and becomes effective immediately upon signing by the parties.
4. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto.
5. Those signing on behalf of the parties acknowledge by their signatures that they have read and understand this Consent Agreement; that they have had the opportunity to consult with an attorney before signing this Consent Agreement; that they have signed this Consent Agreement of their own free will; that they have the authority to execute this Consent Agreement on behalf of the respective parties and that their signatures hereto will bind the respective parties fully, without the need for any other or further action; and that, by signing this Consent Agreement, they agree to abide by all the terms and conditions set forth herein.

Dated: 3-29-19


  
Debra Boyd, CEO/Executive Director

Personally appeared the aforementioned Debra Boyd, first being duly sworn, and did make oath to the truth of the foregoing by her subscribed.

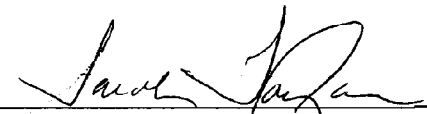
STATE OF MAINE  
Penobscot, ss.

Subscribed and sworn to before me  
this 29 day of March, 2019.

**KAREN L. CASHMAN**  
**NOTARY PUBLIC MAINE**  
**Commission Expires: May 13, 2020**

  
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Notary Public/Attorney-at-Law

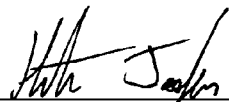
Dated: 4/18/19

  
\_\_\_\_\_  
Sarah Taylor  
Director, Division of Licensing & Certification

Personally appeared the aforementioned Sarah Taylor, Director of the Division of Licensing and Certification, Department of Health and Human Services, first being duly sworn, and did make oath to the truth of the foregoing by her subscribed.

STATE OF MAINE  
KENNEBEC, ss.

Subscribed and sworn to before me  
this 18<sup>th</sup> day of April, 2019.

  
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Notary Public/Attorney-at-Law

**HEATHER JOSLYN**  
**Notary Public - State of Maine**  
**My Commission Expires March 21, 2024**