

Documents to be delivered to the Commission by March 18 in advance of the interview scheduled for March 21, 2013:

1. The names of all current members of the Board of Directors for Baxter Academy, along with their resumes, the date of appointment to the board for each member, and their primary role as a board member (either office and/or special area of expertise).
2. The number of current proposed enrollments, based on received letters of intent, along with the grade levels. Include the numbers from each SAU, to the extent that this number is known.
3. A statement on the financial status for the pre-opening period, with documentation on the status of funds either received or committed from donors, other fund-raising, or from commercial lines of credit.
4. A current three-year budget plan.
5. An updated organizational chart showing the key administrative positions and their relationship to the Board.
6. The name and resume for the new Executive Director, if presently known.
7. If known, the names and resumes for the chief financial officer, director of technology, and the director of special education/special services.
8. The status of the building lease agreement, together with a copy of the lease, if signed.
9. A description of the present status of contracts for transportation, food service, custodial services.
10. The names and roles of the current membership of the Advisory Board.
11. A description of the present status of a hiring plan for instructional staff.
12. Information on pending litigation against Baxter Academy of Technology and Science or its Board.

Board of Directors

Baxter Academy for Technology & Science

—See attached resumes—

Leonard Cole

(Joined the board November 30, 2012)

Mr. Cole's expertise is nonprofit law, especially tax law. He currently oversees student enrollment at Baxter, as well as legal matters.

Allison Crean Davis

Vice-Chair

(Joined the board January 17, 2012)

Dr. Crean Davis is an educational consultant with a national clientele. She provides guidance, oversight, and direction for Baxter's academic program.

Peter Montano

Treasurer

(Joined the Board August 15, 2012)

Mr. Montano is an auditor and CPA specializing in nonprofit organizations, particularly charter schools and educational programs. He manages Baxter's budget and provides oversight for financial decisions.

Peter Morrison

Secretary

(Joined the board August 15, 2012)

Mr. Morrison is an entrepreneur with decades of experience in small business. He oversees Baxter's facility, transportation, and health & safety issues.

Kelli Pryor

Chair

(Joined the board November 30, 2012)

Ms. Pryor is a writer with experience leading a Chinese heritage school. She provides guidance and direction to Baxter's human resources and helps maintain relationships with its partners.

Statement of Commitment

The Board of Directors is committed to maintaining its current core makeup as much as possible during Baxter Academy's start-up and first year. The directors will also work expeditiously to develop the board's strength with experts in the areas of development, technology, and education.

Director interaction happens daily as the Board moves the school into its operational phase. The Board will maintain the level of engagement necessary for the success of the school. Once the school is under new leadership, the Board will continue to meet at least monthly.

COLE NONPROFITS LAW, LLC

LEGAL COUNSEL FOR TAX-EXEMPT ORGANIZATIONS



Leonard M. Cole has been specializing in nonprofits and tax law for over a decade. Before opening Cole Nonprofits Law in 2012, Len was the principal nonprofits-law attorney at Preti Flaherty LLP in Portland for four years. Prior to that, he practiced tax law with Goodwin Procter LLP in Boston, where he focused on private equity funds, mergers and acquisitions, and real estate transactions. Len began practicing law as a tax associate with a national law firm in New York, and then advised nonprofit organizations extensively at firms in New York and Boston.

Len's clients benefit from the broad perspective he brings as an active participant in the nonprofit community. He serves as Chairman of the Board of The Iris Network (www.theiris.org), as a Director and Secretary of the Maine Association of Nonprofits (MANP, www.nonprofitmaine.org), and as a member of the Board of Directors of Baxter Academy for Technology and Science (www.baxteracademy.org). He is a frequent presenter of MANP SkillBuilders and consults with MANP on various legal issues and policy initiatives.

Len earned a J.D. *cum laude* from Duke University School of Law and a Master of Laws in taxation from New York University School of Law. Before attending law school, he was a professional drummer and denizen of the nonprofit sector as an admissions official at his alma mater, Berklee College of Music in Boston.

Len lives in Portland with his wife and two sons (ages 6 and 8).

LEONARD M. COLE

44 Autumn Lane
Portland, ME 04103

LEGAL EXPERIENCE

COLE NONPROFITS LAW, LLC, Portland, Maine

October 2012-present

Sole Member

Advise tax-exempt organizations and their directors and officers in a diverse range of transactions and activities with emphasis on tax and corporate planning. Serve as outside general counsel to nonprofits, coordinating and managing legal services provided by other attorneys.

PRETI FLAHERTY BELIVEAU & PACHIOS, LLP, Portland, Maine

June 2008-September 2012

Associate

Provided the services described above plus tax advice to the firm's business, health care, estate planning, public finance, and litigation clients.

GOODWIN PROCTER LLP, Boston, Massachusetts

April 2007-June 2008

Associate

Analyzed tax issues, developed and implemented transaction structures, and advised clients on tax matters pertaining to private equity and real estate fund formations, operations, and foreign and domestic investments; business and asset acquisitions, dispositions, and joint ventures; corporate financings and reorganizations; and real estate transactions.

M. ROBINSON & COMPANY, PC, Boston, Massachusetts

September 2006-March 2007

Associate

Counseled individuals and closely-held businesses on tax and business matters. Represented clients in tax controversies, including matters before the IRS, state revenue departments, and appellate tribunals.

HURWIT & ASSOCIATES, Newton, Massachusetts

February 2006-September 2006

Associate (part time)

Represented tax-exempt organizations in a range of matters, including formations and mergers; executive compensation; unrelated business income taxation; preservation of tax-exempt status; and leases, contracts, and other business matters.

LAW OFFICES OF PAMELA A. MANN LLC, New York, New York

November 2003-January 2006

Associate

Represented tax-exempt organizations and their directors, officers, and donors in a wide range of matters, including formation and choice of entity type; preservation of tax-exempt status and intermediate sanctions; governance and fiduciary issues; tax-efficient charitable giving; and complex financial transactions involving a tax-exempt participant.

ORRICK, HERRINGTON & SUTCLIFFE LLP, New York, New York

September 1999-September 2002

Associate, Tax Department

Summer Associate, Tax Department

Summer 1999

Conducted research and advised clients on a variety of tax issues, analyzed and developed transaction structures, and drafted tax provisions in disclosure and transaction documents in connection with the following matters: structured finance transactions and related financial instruments, leveraged lease financings, section 529 qualified tuition programs, tax controversies, real estate investment partnerships, tax-exempt mutual funds, and corporate restructurings.

EDUCATION

NEW YORK UNIVERSITY SCHOOL OF LAW, New York, New York

LL.M. in Taxation, 2003

Journal: *Tax Law Review*, Summer Editor

DUKE UNIVERSITY SCHOOL OF LAW, Durham, North Carolina

J.D., *with honors*, 1999

Assistantship: Tax Professor Richard Schmalbeck, Research Assistant, May 1998-May 1999

BERKLEE COLLEGE OF MUSIC, Boston, Massachusetts

B.M., *magna cum laude*, 1987

BAR ADMISSIONS Maine, Massachusetts, New York

Allison Crean Davis, Ph.D.

Dr. Crean Davis earned her B.A. in both Psychology and Spanish from Lafayette College, where she was awarded the Frank Kline Baker Prize in Spanish, and her Ph.D. in Psychology from the Institute of Psychology, Illinois Institute of Technology, where she specialized in child/developmental psychology.

Dr. Crean Davis has a diverse background as a consultant, researcher, evaluator, and practitioner in education. She brings vast experience working with educators, policymakers, and funders at the national, state, district, and local school levels and across the continuum of pre-K to postsecondary institutions and has served on the boards for the Center for Research and Service at the Illinois Institute of Technology and Woodside School in Concord, New Hampshire.

Dr. Crean Davis is co-founder of New Legacy Partnerships, an education consulting firm whose clients include The Wallace Foundation, The Center on Innovations in Learning at Temple University, Reading Partners, The Tampa Bay Education Partnership at University of South Florida, and TCC Group. She is also an evaluator and advisor to the Virginia STEAM Academy, a public, residential high school focusing on developing leaders in science, technology, engineering, and applied mathematics. She previously founded and led Informed Educators Consulting Group, during which time she worked with the Bureau of Indian Education, Florida and the Islands Regional Comprehensive Center, the New England Regional Comprehensive Center, and the Center on Innovation and Improvement at the Academic Development Institute. The common denominator to her work is her passion for infusing systems with a process for informed decision-making for sustainable improvement.

Prior to her work as a consultant, Dr. Crean Davis was the Program Director for Research for the North Central Regional Educational Laboratory's (now known as "Learning Point Associates") Center for Data Systems and Development. Dr. Crean Davis has also worked as an administrator and counselor for the City Colleges of Chicago, has taught in special education programs for emotionally disturbed youths, and has extensive experience providing psychological diagnostic assessment and treatment services to children and families. Before this, Dr. Crean Davis worked in corporate settings as a buyer for a nationally distributed retail catalog and as a participant in the Executive Training Program for Macy's Northeast.

Dr. Crean Davis resides in Kennebunk, Maine.

CURRICULUM VITAE

Allison Crean Davis (Cromey)

2 Caly Hollow Road · Kennebunk, Maine 04043

Education:

- 1995 - 1999 Ph.D. Psychology, Clinical
Institute of Psychology, Illinois Institute of Technology
Chicago, IL. (APA accredited)
- 1988 B.A. Psychology, B.A. Spanish
Lafayette College, Easton, PA
- 1986 Semester Study Abroad Program in Colombia, South America
Great Lakes Colleges Association

Major interests:

Systems Change
Application of Performance Management tenets to Education
Data-driven decision-making in Schools
Cultural Competency in Education

Special Skills:

Research and Evaluation
Quantitative statistical analysis
Training and Facilitation
Bilingual (English/Spanish)

Honors:

Aderman Scholarship Fund for Research Activity, IIT, 1999; Oral Comprehensive Exam: Passed with Special Commendation; Deans List, Lafayette College, 1987, 1988; Frank Kline Baker Prize in Spanish, Lafayette College; Psi Chi (The International Honor Society in Psychology); Sigma Xi (The Scientific Research Society)

Consultation Experience:

2001 - Present

- Founder & Executive Director; Informed Educators Consulting Group (2001 – 2011).
- Co-Founder; New Legacy Partnerships, LLC (2011 – present). Lead group of education consultants specializing in helping educators engage in evidence-based systemic change at the national, state, district, and school levels, generating improved outcomes for students and the system as a whole.

Sample of clients and engagements, present and past:

- Center on Innovations in Learning at Temple University. External evaluator for five-year, federally-funded content center.
- The Wallace Foundation. In partnership with RAND Corporation, providing support for continuous improvement to six urban districts (Boston, Cincinnati, Dallas, Duval County, Pittsburgh, Rochester) participating in Wallace's multi-year Summer Learning Demonstration. Assist in planning initiative, guide districts in the use of formative evaluation data from RAND for improvement purposes, provide assistance in the design of professional development and transfer of learning to the instructional setting.

- Virginia STEAM Academy. Evaluator and advisor to this public, residential high school focusing on developing leaders in science, technology, engineering, and applied mathematics. Slated to commence with middle school summer academy in summer 2013 and full-time high school in 2014. Anticipated location: Fort Monroe, Virginia.
- Center on Innovation and Improvement (CII) at Academic Development Institute. CII is a national content center that supports regional centers in their work with states to provide districts, schools, and families, with the opportunity, information, and skills to make wise decisions on behalf of students. Specific consulting engagements include:
 - Client and Marketing Study for CII's "Indistar": A web-based system implemented by a state education agency, district, or charter school organization for use with district and/or school improvement teams to inform, coach, sustain, track, and report improvement activities in alignment with evidence-based indicators.
 - Florida and the Islands Comprehensive Center (FLICC) at Educational Testing Service (ETS): Assisting the FLICC team as it addresses the needs of its client, Virgin Islands Department of Education, in relation to refining their school improvement planning process and rolling it out to districts and schools. Specific contributions include: Simplifying the planning process through systemically aligning outcomes, processes, and the planning approach itself via logic modeling; Facilitating the School Improvement Task Force in the design of an Educational System Improvement Process (*eSIP*); Training school improvement teams to analyze relevant data and incorporate findings into the planning process; Writing large components of the territory-wide Operational Manual for *eSIP*, and collaborating with FLICC's partner firm (Edvantia, Inc.) in designing and implementing project evaluation.
 - New England Comprehensive Center (NECC) at RMC Research Corporation: Assisting the NECC team and the Vermont Department of Education as it engages in a self-assessment and planning process with the aim of designing an effective Statewide System of Support for Supervisory Unions, Districts, and Schools that will meet the spirit of ESEA requirements and the learning needs of all students in Vermont.
- University of South Florida (USF) David C. Anchin Center, CHOICE grant. In collaboration with Dr. Donna Elam, provided technical assistance and training to CHOICE grantees in the analysis of programmatic design and impact of school attractor models and preparation for program sustainability. This grant is now housed at USF with the Tampa Bay Educational Partnership.
- Bureau of Indian Education (BIE) / US Department of Interior
 - BIE Statewide System of Support (SSoS).
 - Serve as External Advisor, Trainer, and Coach to Senior Management Team in the design, infrastructure development, implementation, and evaluation of BIE's statewide System of Support. The aim of the Statewide System of Support is to increase the number of BIE schools making Adequate Yearly Progress and improve the percent of students that are proficient in Reading and Mathematics. The SoS was piloted with 29 schools in two states in 2008 – 2009 and is being scaled to 49 schools across the country in 2009 – 2010.

- Facilitate the development of key partnerships to assist in the attainment of systemwide goals (e.g., Northwest Evaluation Association, Center on Innovation and Improvement).
 - Create reports, white papers, and grant proposals with the purpose of driving system goals and attaining additional resources.
 - ✓ Educational Leadership. Engage system-wide leaders across 23 states in district- and school-level analyses of student achievement data, financial allocations, and progress on school reform goals to guide large-scale planning for change.
 - ✓ BIE High School Excellence Initiative. Participate in Advisory Team planning to reimagine the BIE Off-Reservation Boarding School (ORBS) high school years into an internship-based, partner-driven, Career Pathways experience leading to post-secondary education and/or career-related employment.
 - ✓ Post-Secondary, Evaluation, and Policy. Guide strategic planning sessions for postsecondary institutions, train in methods of evaluation, and apply findings within strategic planning sessions. Design methodology for internal evaluation of special projects, e.g., Youth Leadership Challenge.
 - ✓ BIE FOCUS . Provide ongoing professional development around data-driven continuous improvement to 14 schools that are close to AYP benchmarks.
 - ✓ Corrective Action Schools. Facilitate data-driven school improvement process with 40 low-performing, bureau-operated schools via on-site and regional data analysis workshops and follow-up visits.
 - ✓ Digital Learning online course development. *In collaboration with University of Kansas e-learning laboratory*: Create and write web-based professional development series helping schools use data in their school improvement efforts. Finished product can be found at: <http://elearndesign.org/datadriven/>. Password instructions provided on given web page.
- Cibecue Community Schools, Cibecue, AZ.
- Improve student achievement through ongoing technical assistance and support related to:
 - Optimizing opportunity: Providing a foundation for coherent and collaborative school improvement processes (e.g., planning, implementation, evaluation) through both within- and across-school PLCs.
 - Improving capacity: Improving Instructional processes, particularly in the areas of reading and math.
 - Creating incentives: For professional learning and improvement through targeted, goal-related feedback, focused leadership, and forums for evidence-based, collaborative decisions.

- Reading Partners, Oakland, CA.
 - In an effort to secure a highly competitive growth capital grant through the Edna McConnell Clark (EMCF) Foundation (EMCF), Reading Partners (RP), a non-profit organization, engaged New Legacy Partnerships (NLP) to perform an initial “audit” of its current evaluation and assessment practices in relation to industry/academic standards. NLP provided feedback and recommendations to assist RP in preparation for the EMCF Due Diligence process. RP was successful in the competition and was awarded sizeable and significant grant funding to bring its regional project to national scale.

- TCC Group, New York, NY.
 - Provide support for various external evaluation, training, and dissemination assignments.
 - GEO (Grantmakers for Effective Organizations)
 - Howard Hughes Medical Institute, Chevy Chase, MD.
 - Office of Catholic Schools, Archdiocese of Chicago, Chicago, IL
 - Newark Public Schools, Newark, NJ

- Cherokee Central Schools, North Carolina. Introduce and build capacity for data-driven continuous improvement and research-based strategic planning throughout this K -12 school district. Provide targeted professional development and ongoing technical assistance through a combination of administrative and staff training, quarterly team meetings, and ongoing coaching.

- North Central Regional Educational Laboratory, Naperville, IL. (currently known as Learning Point Associates). Subcontracted to work with the following clients:
 - BIE: Provided extensive professional development, including 3-day “data retreats” and periodic follow-up visits to five low-performing “focus” schools, as well as consultation and research services to BIA/OIEP federal administrators.
 - BIE: Provided consultation and evaluation services related to implementation of the “Therapeutic Model” at 3 sites.
 - Aptakistic-Tripp Community Consolidated School District 102, Buffalo Grove, IL: Facilitated 2-day “data retreat” with district improvement team.

- Northbrook School District 27, Northbrook, Illinois. Developed and facilitated year-long professional development study group, “Understanding Mathematics Assessment Data”, for teachers and administrators in this K – 8 school district. Assisted district administrators in the development of student achievement database. Provided data-analysis to respond to guiding questions for school improvement.

Research and Evaluation Previous Experience:

December, 2000 – September, 2001

Program Director- Research, Center for Data Systems and Development, North Central Regional Educational Laboratory (NCREL) (now known as Learning Point Associates), Naperville, IL.

- Managed the design, implementation, budget, and dissemination of research-oriented activities within the Center.
- Supervised professional and support staff.

- Collaborated within NCREL and with external partners.
- Stimulated diversified funding for Center and NCREL by obtaining external contracts with and preparing grants for funding organizations.

July, 1999 – November, 2000

Program Associate, Evaluation and Policy Information Center, North Central Regional Educational Laboratory (NCREL) (now known as Learning Point Associates), Oak Brook, IL.

- Designed evaluation plans and proposals. Led and conducted program evaluations (i.e., quantitative and qualitative research and data-analyses).
- Disseminated research findings and information regarding best-practices in schools to various educational stakeholders.
- Consulted with administrators and teachers regarding generation and utilization of relevant data in schools to inform decisions regarding curriculum and instruction.
- Assisted state education agencies in development of web-based decision-support-systems for analysis of large-scale assessment data and organization of related standards and resources for educators.

August, 1998 – June, 1999

Program Assistant, North Central Regional Educational Laboratory (NCREL) (now known as Learning Point Associates), Oak Brook, IL.

- Assisted in design and implementation of program evaluations, conducted field research (including classroom observations and teacher and administrator interviews), conducted quantitative and qualitative data analyses, and delivered and evaluated in-school interventions with administrators, teachers, and students.
- Reported findings from all of the above activities in oral and written format internally and to external stakeholders (administrators, teachers, and parents).

April, 1998 – July, 1998

Research Assistant, IIT, Tools for Schools Project. Funding: North Central Regional Educational Laboratory. Performed observation and consultation at schools in Chicago, Connecticut, Boston, and Seattle having innovative methods of data collection, analysis, and utilization which drives decision-making and curriculum development. Organized and presented findings to research team. Assisted in preparation for several manuscripts.

1997 – 1999

Lab Director for Robert Schleser, Ph.D., Professor, Illinois Institute of Technology, Chicago, IL. Organized and implemented research efforts of 15 graduate students investigating cognitive and social development in children. Lab-wide research project involved investigating the relationship between cognitive development and social competence in 5 to 7 year old children, while considering the effect of potential mediating variables, such as the educational setting.

January - May, 1997

Research Assistant, Study of Parental Perceptions of Multiage Programming, Whittier School, Oak Park, IL. Participated in data entry and analysis, as well as presentations of results to faculty and administration.

1996 - 1997

Masters Thesis, Institute of Psychology, Illinois Institute of Technology, Chicago, IL. Conceptualized topic, reviewed literature, collected and analyzed data, and wrote resulting thesis looking at action identification in novice and experienced athletes.

1986-1988

Research Assistant, Lafayette College, Easton, PA Assisted in the coordination and implementation of research in psychology. Three publications resulted.

Educational Experience:

2013 –Present

Board of Directors, Baxter Academy for Technology and Science. Portland, Maine.

2007 –2010

Board of Directors, Woodside School. Concord, New Hampshire.

1995 – 1998

Wright College / Humboldt Park Vocational Education Center (One of the City Colleges of Chicago).
(Bilingual site, Student Population: 1,300)

➤ *September, 1997 - April, 1998*

Director, Administrative and Student Services.

Supervised Counseling (5 Counselors), Tutoring, Admissions, Business Services, and Financial Aid services while planning curriculum programming for four vocational programs. Created and supervised maintenance of databases aimed to streamline student services. Assisted in data collection and interpretation of program evaluations, attendance patterns, and various student services. Assisted in preparation of annual presentation to Board of Directors. Facilitated student focus groups.

➤ *June, 1997 – September, 1997*

Assistant Dean (Interim Position). Provided administrative and supervisory services for this branch of the college while assisting in search for permanent candidate. Performed aforementioned duties (above). Worked with coordinators of Continuing Education and Adult Learning Skills Programs to coordinate registrations. Organized graduation ceremonies and recruiting efforts.

➤ *October, 1995 – June, 1997*

Counselor, Vocational Programs. Provided individual, academic, and occupational counseling to students in four vocational programs. Delivered programming to classes regarding time management, effective communication, goal setting, and job search strategies. Facilitated communication between students and administration. Helped plan and implement recruiting and marketing strategies. Administered, evaluated, and made recommendations based on the TABE (Test of Adult Basic Education).

Fall 1996

Teaching Assistant, Institute of Psychology, Illinois Institute of Technology, Chicago, IL. Co-taught an Introductory Psychology course to undergraduates. Participated in planning and delivery of curriculum as well as student assessment.

1994-1995

Associate Teacher, Colonial Northampton Intermediate Unit 20, Easton, PA. Partial Hospitalization Program. Collaborated with four-member team to deliver educational and mental health services to emotionally disturbed adolescents.

Summer 1994

Teaching Assistant, The Children's Home of Easton, Easton, PA. Residential Treatment Center. Coordinated efforts with teaching, mental health, and residential staff to provide home-based academic programming for emotionally disturbed youths.

1992-1994

Teaching Assistant (New York State Certified), Rochester Mental Health, Halpern Education Center, Webster, NY. Day Treatment Center. Coordinated efforts with Teacher to provide New York State curriculum while delivering behavior management system in a fair, impartial and consistent manner. Member of Crisis Team and Teacher/Teaching Assistant Facilitation Team. Developed additional behavioral incentives within the classroom setting. Utilized CPI (Crisis Physical Intervention) when necessary.

1986 – 1988

Teaching Assistant, Lafayette College, Easton, PA (Physiological Psychology). Guided students through laboratory techniques while acting as a liaison between professor and student.

Clinical Experience:

July, 1998 – June, 1999

Therapy Practicum, Cook County Hospital, Department of Child Psychiatry Supervisor: Paul Driscoll, Ph.D. (Bilingual site). Performed individual and family therapy in English and Spanish with school-aged children and their parents in an outpatient hospital setting. Performed psychological assessments on an as-needed basis. Provided psychological consultation to Pediatric Clinic at Provident Hospital and to Emergency Room at Cook County Hospital. Consulted with related school personnel regarding IEP planning, in-class behavioral interventions, teacher-parent-clinician collaboration. Presented at and participated in group supervision seminars. Population included children (and their parents) between the ages of 5 and 15 of African-American and Latino descent with primarily low socioeconomic statuses.

July, 1997 - June, 1998

Diagnostic Practicum, Rush Presbyterian - St. Lukes Medical Center, Department of Psychiatry, Section of Child Psychiatry Supervisor: Abigail Sivan, Ph. D. Performed assessments with school-aged children and adolescents in inpatient, outpatient, and day school settings using measures of intellectual, neuropsychological, academic, and social/emotional functioning. Coordinated history, observations, findings, diagnostic impressions, and recommendations into psychological reports for multidisciplinary and parental use. Consulted with professionals and parents regarding findings and recommendations. Attended weekly didactic presentations covering current clinical issues and research findings. Population included children between the ages of 4 and 18 from low, middle, and upper-middle socioeconomic status groups.

January - June, 1997

Therapy Practicum, City of Chicago, Northwest Community Mental Health Center *Supervisor: Marilyn Marks-Frey, Ph.D.* (Bilingual site). Performed diagnostic interviews, assessments, and provided psychotherapy (in English and Spanish) to outpatient individuals. Population included adults of primarily Latino descent with low socioeconomic statuses.

September - December, 1996

Therapy Practicum, Human Resources Development Institute, Chicago, Illinois. *Supervisor: Jan O'Malley, Psy.D.* Performed diagnostic interviews evaluating the psychological functioning of women recovering from substance abuse disorders in inpatient residential settings. Performed short-term cognitive-behavioral psychotherapy with patients with dual diagnoses. Assessed relationship issues of infants and children residing with their mothers in this setting. Population included dual diagnoses adult females (and their children, when applicable) of African-American descent with low socioeconomic statuses.

January - May, 1996

Practicum, Psychology of Sport and Performance, Illinois Institute of Technology, Chicago, IL. *Supervisor: Robert Schleser, Ph.D.* Counseled undergraduates in various areas of sport and performance enhancement, including relaxation, imagery and concentration, goal setting, and exercise adherence. Participated in weekly supervision and didactic component. Responsible for presenting lectures and preparing evaluation tools on *Nutrition and Eating Disorders in Athletes*. Population included undergraduate athletes.

Additional Professional Experience:

1994 - 1995

Coach, Lafayette College Crew, Easton, PA. Recruited and introduced 40 collegiate men and women to the sport of rowing. Created and executed training program. Coordinated races at several major regattas.

1990-1992

Appleseeds, Inc., Beverly, MA. Began career as an Assistant Buyer; promoted within two and a half years first to an Associate Buyer, then a Buyer of four categories for two nationally distributed mail order catalogs.

1988-1990

Macy's Northeast, Edison, NJ Sales Manager. As part of the Executive Training Program, managed sales, merchandising, promotions, and staff of 18. Won corporate contest for Best Department.

Publications:

Crean Davis, A. (In press). Beyond our borders: The value of international benchmarks for the Virginia STEAM Academy. White paper for the Virginia STEAM Academy: Fort Monroe.

Johnson, C., & Crean, A. (2008). Effective Non-Profit Evaluation through a Community of Learners. Evaluation white paper published by TCC Group: New York.

Crean, A. (2003). Data-driven school improvement. Online course developed for Bureau of Indian Affairs / Office of Indian Education Programs in collaboration with University of Kansas elearning laboratory. [Online]. Available at: <http://elearndesign.org/datadriven/> (username=preview, password=previewonly).

Cromey, A.D. (2001). Data retreats: A conduit for change in schools. Using data for educational decision-making: The newsletter of the Comprehensive Center – Region VI, 6(1), 21 – 23. Madison: Comprehensive Center – Region VI.

Cromey, A. (2000). Using student assessment data: What can we learn from schools? Policy Issues, 6, 1-12. Oak Brook: North Central Regional Educational Laboratory.

Cromey, A., van der Ploeg, A., Masini, B. (2000). The call for data driven decision-making in the Midwest's schools: NCREL's response. [Online]. Available at: <http://www.ncrel.org/toolbelt/backgr.htm>.

Wilson, C. and Cromey, A.D. (1989). Evidence of a cholinergic input into the suppression of the transport response in white rats. Psychobiology, 17(1), 43-48.

Wilson, C. and Cromey, A.D., (1989). The effects of varying doses of pilocarpine on the transport response in white rats. Bulletin of the Psychonomic Society, 27(2), 138-140.

Wilson, C., Cromey, A.D., and Kramer, Eric. (1989). Tactile, maternal, and pharmacologic factors involved in the "transport response" in rat pups. Animal Learning and Behavior, 17(3), 373-380.

Technical Reports:

Crean Davis, A. (2012). Indistar®: Phase I: State client satisfaction, perceived strengths, and opportunities for enhancement. Evaluation report for the Academic Development Institute and the Center on Innovation and Improvement: Lincoln.

The New England Comprehensive Center with The Center on Innovation and Improvement (2010). Vermont State System of Support: Self Assessment Report. Report for the Vermont Department of Education, published by The New England Comprehensive Center.

Crean, A. (2008). Med-Into-Grad initiative: Midpoint reflection of the evaluation process. Evaluation report for the Howard Hughes Medical Institute, published by TCC Group: New York.

Andal, J.D., Crean, A., & Fosco, A. (2003). Executive Summary and Evaluation Report to BIA/OIEP: 2002 – 2003 Data Events. West Chester: Informed Educators Consulting Group.

Crean, A. & Salveson, C. (2002). Focus School Initiative 2001 – 2002. Naperville: North Central Regional Educational Laboratory.

Crean, A. & Salveson, C. (2002). Report to BIA/OIEP: Regional data retreats, 2002. King of Prussia: Informed Educators Consulting Group.

Crean, A.C. (2002). NCREL Data Retreats 2001: Report to the Office of Indian Education Programs, Bureau of Indian Affairs. Naperville: North Central Regional Educational Laboratory.

Friedman, L.B.; Cahill, S.; Cromey, A.; & Johnson, C. (2000). The Technology Initiatives of Five Families in the Los Angeles Annenberg Metropolitan Project, December 1998 through June 2000: Evaluation Report. Oak Brook: North Central Regional Educational Laboratory.

Cromey, A., & Hanson, M. (2000). An Exploratory Analysis of School-Based Student Assessment Systems. Oak Brook: North Central Regional Educational Laboratory

Cromey, A. (1999). The Hawthorne/Agassiz Arts Partnership in Education: An Evaluation of the Products and Processes of Integrated Arts Instruction. Oak Brook: North Central Regional Educational Laboratory.

Hanson, M., Masini, B., and Cromey, A. (1999). The Chicago Arts Partnerships in Education (CAPE): A Comprehensive Summary of Evaluation Findings. Oak Brook: North Central Regional Educational Laboratory.

Friedman, L.B.; Cahill, S.; Cromey, A.; and Johnson, C. (2000). The Technology Initiatives of Five Families in the Los Angeles Annenberg Metropolitan Project, December 1998 through June 2000: Evaluation Report. Oak Brook: North Central Regional Educational Laboratory.

Cromey, A., & Hanson, M. (2000). An Exploratory Analysis of School-Based Student Assessment Systems. Oak Brook: North Central Regional Educational Laboratory.

Podcast:

Johnson, C. & Crean, A. (2009). A Community of Learners. Can be heard at: <http://www.tccgrp.com/podcasts/community.php>

Presentations:

Crean, A. (2011). When D³M becomes SOP: From Theory to Practice. Invited presentation at the Wallace Foundation Arts Grantee Conference: Chicago.

Elam, D.; Crean, A., Lewis, K., & Dickerson, M. (2011). Assessment of Culturally Competent Practice that Impacts Student Achievement in Schools. Southern Minority Leadership Conference: Biloxi.

Johnson, C., & Crean, A. (2007). Community of Learners: The Triple Threat. Presentation at the American Evaluation Association Annual Conference: Baltimore.

Crean, A., Detrich, R., Lacroce, A., & Whitey, L. (2004). Reaching Out to School Stakeholders: Techniques, Tools, and Triumphs. Presentation at the 12th National Quality Education Conference: Chicago, IL.

Detrich, R., Whitey, F., & Crean, A. (2004). School partnerships: The infrastructure for continuous improvement at a K-4 school. Presentation at the 12th National Quality Education Conference: Chicago, IL.

Udelhofen, S. & Crean, A. (2004). Curriculum Mapping & Data-driven Decision-making: Working together for Continuous Improvement. Curriculum Mapping Midwest Regional Conference: Indianapolis, IN.

Udelhofen, S. & Crean, A. (2004). Curriculum Mapping & Data-driven Continuous Improvement: Propelling the Change Process. Curriculum Mapping Midwest Regional Conference: Indianapolis, IN.

Crean, A. (2003). Beginning the Process of Continuous Improvement in Native American Schools. Presentation at the 11th National Quality Education Conference: Albuquerque, NM.

Crean, A. & Lacroce, A. (2002). Assessment & data analysis: Where have we come from? Where are we going? Invited presentation at the BIA/OIEP/CSI Focus School Collaborative Week, Albuquerque, NM.

Wallach, G. I., Schleser, R., Cromey, A., & Andal, J. (2001). The Longitudinal Effects of Multi-Age Programming on Social Competence in School-Age Children. Poster session presented at the 2001 Biennial Meeting for the Society for Research in Child Development, Minneapolis, MN.

Cromey, A. & Grady, S. (2001). Data-driven decision-making. Invited presentation at the Bureau of Indian Affairs / Office of Indian Education Programs National Spring Conference: Building Exemplary Schools for Tomorrow, San Diego.

Cromey, A. (2001). Using student assessment data: What can we learn from schools? Invited presentation at the US Department of Education for the Office of Elementary and Secondary Education and the Bureau of Indian Affairs, Washington D.C.

Cromey, A., Dewey, J., Johnson, C., Aumiller, E., Vance, J. (2000). Using Data for Continuous Improvement in Schools: A Session for Practitioners. Presentation at NCREL's 1st Annual Conference: Going the Distance for Educational Reform: Promising Resources, Outreach, and Methods. Lisle, Illinois

Cromey, A. (2000). The "How" and the "What" of Education Decision Support Systems: Changing the Lenses. Invited presentation at OCIO/CCSSO National Meeting on Ideal Education Information, Washington, D.C.

Cromey, A. (Chair), Merbitz, C., Peyton, D., van der Ploeg, A., & Aumiller, E. (2000). Behaviorism & Constructivism: In the Same Classroom. Panel presentation at the annual convention of the Association for Behavior Analysis (ABA), Washington, DC.

Cromey, A., & van der Ploeg, A. (April, 2000). Learning from Data-Driven Decision Making in Classrooms: An Empirical Trial. Paper presented at the annual meeting of the American Educational Research Association (AERA), New Orleans.

Pichler, R., Schleser, R., Cromey, A., & Andal, J. (2000). Assessing Five- to Seven-Year-Old Children's Social Status as a Function of Grade and Gender. Poster session presented at the 16th Biennial Meeting for the Conference on Human Development, Memphis, TN.

Cromey, A., & Merbitz, C. (1999). Precision Teaching & Data Driven Decision-making: Making it Happen in Public Schools. Presentation made at the 14th International Precision Teaching Conference, Provo.

van der Ploeg, A., & Cromey, A. (1999). Implementing Data-Driven Decision Making and Classroom-Level Evaluation: How will it Play in a Small Midwestern Town? Paper presented at the annual conference of the American Evaluation Association (AEA), Orlando.

Rubin, A.S., Schleser, R., Cromey, A.D., & Neul, S.L. (1999). Discrepancies in perceived and actual peer ratings as a direct measure of perspective-taking in children. Poster presented at the 33rd annual convention for the Association for Advancement of Behavior Therapy (AABT), Toronto.

Lindsley, O., Cooper, J., Clorfene, J., Cromey, A., Frieswyk, B., Fabrizio, M., Robbins, J., and Merbitz, C. (Instructors) (1999). Standard Celeration Chart Reading and Charting. Workshop presented at the annual convention of the Association for Behavior Analysis (ABA), Chicago.

Cromey, A.D. (Presenter), Neul, S., & Schleser, R. (1999). Impact of multiage programming on social competency in five to seven year old children. Poster session presented at the biennial meeting of the Society for Research in Child Development (SRCD), Albuquerque.

Neul, S., Cromey, A., & Schleser, R. (1999). The role of cognitive development level in the five to seven year age range in understanding self-perceptions of competency versus perceptions of self-competency as viewed by peers and teachers. Poster session presented at the biennial meeting of the Society for Research in Child Development (SRCD), Albuquerque.

Cromey, A.D. (Presenter) & Schleser, R. (1997). Mediation of action identification in rowers. Poster session presented at the annual meeting of the Association for the Advancement of Applied Sport Psychology (AAASP), San Diego.

Petersen, G., Schleser, R., Cromey, A., Rubin, A., and Azzi, L. (1997). Applied Sport Psychology and Psychological Well Being. Poster session presented at the annual meeting of the Association for the Advancement of Applied Sport Psychology (AAASP), San Diego.

PETER G. MONTANO, CPA – CLIENT SERVICE DIRECTOR



Peter has over 20 years experience providing audit, advisory and tax services to nonprofit organizations and venture funds. He is responsible for the planning, control and coordination of audit services, issue identification and resolution, and presentation of the final management letter, financial statements and compliance reports.

Peter became a Certified Public Accountant in 1992 and joined Macpage in 1994.

KNOWLEDGE AND EXPERTISE

- Peter speaks regularly on topics affecting nonprofits and gives seminars on financial management.
- He assists nonprofit management and board members with implementing best practices.
- His advisory areas of expertise include:
 - Strategic business planning
 - Financial regulations
 - Internal control design
 - Governance
 - Audit and consulting services related to federal and state compliance
 - Grant compliance training and programs development
 - U.S. Department of Housing and Urban Development compliance and reporting

EDUCATION/CERTIFICATIONS/AFFILIATIONS

ST. JOHN'S UNIVERSITY – Queens, NY

Bachelor of Science – Accounting

American Institute of Certified Public Accountants – Member

Maine Association of Nonprofits – Advisory committee member and past treasurer

Maine Community Foundation – Audit committee member

Baxter Academy Charter School – Treasurer

Boy Scouts of America - Assistant Scout Leader

South Portland American Little League – Treasurer

Peter F. Morrison

27 Farwell Avenue
Cumberland, ME 04021

207.831.9185
petermorrison665@gmail.com

PROFILE

- Accomplished business professional with over seventeen years in operations and sales
- Resourceful and results driven leader, ability to seek business opportunities and develop strong customer and vendor relationships
- Strategic thinker, organized and able to manage challenging economic business issues
- Proven competencies in forecasting, negotiating and cost control

PROFESSIONAL EXPERIENCE

D&M Distributors, Portland, Maine, 1995-Present

A wholesale-to-trade supplier of marine, upholstery and drapery workroom supplies.

Consultant, Former Owner and General Manager of specialty wholesale business serving customers primarily in New England. Accountable for all aspects of management, including business development, operations, logistics and developing strategies. Currently serving as a consultant to present owner.

Key Business Accomplishments

General Operations

- Successfully prepared business for sale through economic recession, maintaining a 36% gross profit by continuing commitment of focusing on bottom-line number and being highly selective on customer and vendor mix.
- Entered the business in a partnership relationship, purchasing 25% of the business after the first year and purchased the remaining 75% after 6 years. As of 2008, operated business debt free.
- Managed relationships with over 75 vendors. Achieved 100% of all payables within terms resulting in strong industry partnerships with national and international corporations.
- In 2006, diversifying company assets, purchased a 10,000 square foot location, doubling potential warehousing capacity. In 2007, occupied 6500sf and leased remaining 3500sf, leading to a sound real estate investment.
- In 2011, in preparation of sale of the business, successfully sold company physical headquarters to existing tenant. Allowed potential buyer the flexibility to assess viable future location.

Sales and Customer Service

- Successfully built business and developed key accounts in the marine and other select upholstery markets. Results and reputation based on a long term customer commitment as well as “owner in the store” model.
- Over tenure of business, expanded product line and territory. From 1995 to 2002, business sales doubled in size with over 260 accounts. Successfully managed accounts receivables with 90% of customers paying within terms. Achieved \$1M in sales in 2000.
- Managed diverse mix of over 600 sku’s. Through persistent analysis, able to develop and maintain solid reputation as a distributor committed to appropriate inventory levels.
- Ninety-nine percent of all orders placed were shipped the same day allowing business to successfully compete against larger corporations that could not provide same personalized service.

EDUCATION

B.S. Marketing, Business Administration - Northeastern University, Boston, Massachusetts, 1992

COMMUNITY INVOLVEMENT

North Yarmouth Academy, Assistant Women’s Hockey Coach
Casco Bay Youth Hockey, Head and Assistant Coach for girls 9-14 years of age

KELLI PRYOR

PROFESSIONAL EXPERIENCE

CAFAM CHINESE SCHOOL, Portland, Maine 2002 – Present

Director/Principal

- Oversee a Chinese-heritage program that includes Mandarin language instruction, traditional dance classes, cultural workshops, martial arts, and art.
- Recruit and hire teachers.
- Coordinate a large volunteer support system.
- Build a sense of community among the hundred-plus students and their families.

WRITING EXPERIENCE

SCREENWRITER 1992 – Present

- Sundance Writing fellow
- Developed adaptations of novels and memoirs for Dreamworks, Warner Brothers, and Hallmark Hall of Fame.
- Wrote movies for Lifetime and Hallmark Channel.
- Member of the Writers' Guild of America, East

AUTHOR 1994 – Present

- Non-fiction (*No Words to Say Goodbye; For Real*)
- Fiction (*Angel Flying Too Close to the Ground; Because I Wanted You; After You*)
- Novelization (*Step-mom*)

JOURNALIST 1980 – 1993

- Writer on the founding staff of *Entertainment Weekly Magazine*
- *New York Magazine*, associate editor and writer
- *Vanity Fair*, researcher
- *Life* magazine, intern

EDUCATION

University of Missouri School of Journalism May, 1986
Bachelor of Journalism, *summa cum laude*

OTHER EXPERIENCE

- Homeschooling parent of twin daughters 2000 – present
- Organic gardener



Baxter Academy
for Technology and Science

Projected Enrollment for 2013-2014

We expect to enroll 160 students in September.

The attached spreadsheet shows the breakdown of active students who submitted a declaration of intent to enroll by the March 1 deadline, broken down by grade, then SAU.

These 156 students will soon be notified of their right to enroll at Baxter Academy. At that time, we will also notify 4 students on the waitlist of their right to enroll, reaching the target enrollment of 160 students.

Waitlist

To the extent that admitted students do not submit a commitment to enroll within the 14-day window, or withdraw after committing to enroll, we will notify additional students on the waitlist of their right to enroll. We intend to admit from the waitlist only 10th graders until a class balance of 80/80 is achieved.

As of noon on March 22, there are 12 students on the waitlist.

Withdrawals

We had received 161 declarations of intent as of the March 1 deadline. We sent email messages to the vast majority of those families – those for which we had an email address – on March 5, March 7, and March 10. Since March 1, five students have withdrawn their applications. Parents of four of those five students offered the following reasons for withdrawing:

“Our decision was not at all influenced by the recent changes that are happening at Baxter Academy. We wish you all the best of luck.”

“He has decided to attend Casco Bay High School next year.”

“Before this most recent unfortunate news, my husband and I were beginning to feel uneasy about the school adequately meeting [student’s] special needs especially in light of the large class room sizes described in the open house. We feel it best to keep him in school closer to his home community and therefore are looking at other options in the [town] area.... Best of luck to you all as you get this school up and running.”

“Baxter Academy was her second choice for schools. We heard from Waynflete yesterday and she will be attending there. It is no reflection on Baxter or the issues with Mr. Jacques. We wish you the best.”

Baxter Academy for Technology and Science

Active students who submitted declaration of intent to enroll by March 1 deadline - as of 3/22/2013

By grade, then SAU

Grade 9

Auburn	1
Brunswick	3
Cape Eliz.	2
CSD 18	1
Cumberland	1
Falmouth	1
Gorham	4
Lewiston	2
SAD 72 (Fryeburg)	1
Portland	12
RSU 1	3
RSU 10	1
RSU 13	1
RSU 14	3
RSU 15	1
RSU 21	8
RSU 23	2
RSU 4	1
RSU 5	8
RSU 51	5
RSU 57	1
RSU 6	1
RSU 75	2
SAD 61	4
Scarborough	1
South Portland	9
Westbrook	9
Yarmouth	1
York (Sanford-Springvale)	<u>2</u>
TOTAL 9th	91

Grade 10

Auburn	4
Augusta	1
Cape Eliz.	2
Gorham	4
Lewiston	1
Portland	8
RSU 1	2
RSU 14	2
RSU 15	4
RSU 21	1
RSU 23	1
RSU 5	6
RSU 51	1
RSU 52	3
RSU 57	1
RSU 6	5
RSU 75	2
SAD 61	4
SAD 72	1
Scarborough	4
South Portland	2
Union 30	1
Westbrook	1
Yarmouth	2
York (Sanford-Springvale)	<u>1</u>
TOTAL 10th	64

Grade Unknown

North Waterboro	<u>1</u>
TOTAL UNKNOWN	1

GRAND TOTAL 156

Baxter Academy of Maine

Fund Raising Summary and Plan

To date:

For this fiscal year we have collected \$ 89,200.

We have signed pledges outstanding of \$225,000.

Our fundraising goal through 6/30/13 is \$350,000.

Where we stand:

Goal	\$350,000
Less Collected	25,000
Less Outstanding Pledges	<u>225,000</u>
	<u>\$100,000</u>

Fund Raising Plan for fiscal year June 30, 2014

Annual appeal goal	\$67,000
After school programs open to	
Non-Baxter Academy School students	8,000
Misc. events and student fundraisers	2,000
Maine High School Innovators Conference (Net)	<u>70,000</u>
Total	<u>\$147,000</u>

Maine High School Innovators Conference

Baxter Academy would sponsor this conference once a year to bring together the State of Maine's Brightest high school students to compete.

Each high school in Maine will be asked to contribute a team with an innovative project related to Math and/or Science.

The purpose of this event is to showcase Maine's talent, bring in the business community as supporters and raise funds for Baxter Academy.

Baxter School
6/30/13

Budgeted Statement of Activities	year to date				Projected TOTAL
	actual MAR	Budgeted APR	Budgeted MAY	Budgeted JUN	
Revenues					
contributions	\$ 87,200	\$ 15,000	\$ 110,000	\$ 200,000	\$ 412,200
federal grants					\$ -
private grants	3,000				\$ 3,000
Interest Income					\$ -
Other Income	840	-	-	-	\$ 840
Total Revenues	\$ 91,040	\$ 15,000	\$ 110,000	\$ 200,000	\$ 416,040
expenses					
Payroll expense	45,701	5,000	5,000	5,000	\$ 60,701
Payroll taxes					\$ -
Benefits	7,336				\$ 7,336
Consultants & Contractors	1,890		17,000	17,000	\$ 35,890
Marketing expense	3,634				\$ 3,634
Deposits	18,750				\$ 18,750
Academic Computers/Software			62,500		\$ 62,500
Insurance Expense	3,275	1,083			\$ 4,358
Printing	642	200	200	200	\$ 1,242
Occupancy Expense	4,000	333	333	333	\$ 4,999
Office Expense	1,974	200	200	200	\$ 2,574
Professional Services	4,119	2,000	2,000	2,000	\$ 10,119
CFO services		1,000	1,000	4,000	\$ 6,000
Staff development	2,195				\$ 2,195
Misc.	2,407				\$ 2,407
internet/phones	490	70	70	70	\$ 700
Start up cost-lab equip. & furinature	-	-	22,500	170,000	\$ 192,500
Total expense	\$ 96,413	\$ 9,886	\$ 110,803	\$ 198,803	\$ 415,905
Net income/(loss)	\$ (5,373)	\$ 5,114	\$ (803)	\$ 1,197	\$ 135
Cash beginning	11,730	6,357	11,471	10,668	
Cash ending	6,357	11,471	10,668	11,865	



Baxter Academy
for Technology and Science

Statement regarding Line of Credit

On February 27, 2013, Bangor Savings Bank approved a \$500,000 line of credit, subject to guaranty by the Finance Authority of Maine (FAME). See attached letter.

Since approximately March 8, we have kept the Bank apprised of developments. Three members of the Board met with Bank representatives on March 13, and we have provided additional information since then. We understand that the Bank has not yet submitted the application to FAME. However, we expect that the Bank will soon submit that application and will stand behind its commitment as reflected in the attached letter.

Bangor Savings Bank

You matter more.

February 27, 2013

~~John Jacques~~ *Peter Montano, Treasurer*
Baxter Academies of Maine
54 York Street
Portland, ME 04101

RE: Line of Credit Agreement

Dear John,

We have approved your request, and this letter, when accepted and properly signed, will constitute an agreement between Bangor Savings Bank (Bank), which agrees to lend, and Baxter Academies of Maine (Borrower), which agrees to borrow in accordance with the following terms and conditions:

Borrower: Baxter Academies of Maine

Amount: \$500,000.00

Agency Guarantee: This approval is subject to a 90% loan guarantee by the Finance Authority of Maine (FAME) and to terms and conditions required by FAME.

Rate: A variable rate of interest equal to Wall Street Journal Prime Rate, hereinafter referred to as the "Index Rate" (currently 3.25%) plus 1.50% per annum.

Repayment: Interest only payable monthly beginning one month from the date of the note, with principal due in full at maturity.

Annual Fee: Borrower will pay to Bank a nonrefundable fee equal to \$250.00 that is to be paid at loan closing.

FAME Fee: Upon closing this loan, a FAME commitment fee of one percent (1.00%) of the guaranteed portion of the loan or \$4,500.00 shall be paid by Borrower to Bank. This fee is deemed earned and payable upon funding the loan and Borrower hereby authorizes Bank to deduct said fees from the proceeds of the loan.

Additionally, Borrower agrees to pay Bank an annual FAME guarantee fee equal to one percent (1.00%) of the guaranteed portion of the outstanding loan balance on each anniversary date of the loan. The initial amount of this fee will be \$4,500.00.

- Late Charge:** Five (5.0%) percent of overdue payment if ten (10) days late.
- Purpose:** To provide for the ongoing working capital needs of the Borrower.
- Duration:** The Line of Credit will be available until its expiration one year from the date of the note and is due upon expiration unless renewed in writing by the Bank. Bank will review the Line of Credit on an annual basis or prior to expiration upon receipt of required current financial information and Borrower's request for renewal. Annual fee assessed upon renewal.
- Advances:** Advances will be made under a line of credit note executed in accordance with properly executed Corporate Borrowing Resolution (if applicable) and payable in accordance with the terms and conditions of this Agreement, the line of credit note, and any extensions or renewals thereof and the Advance Authorization.
- Out-of-Debt Requirement:** The Line of Credit must be paid down to a zero balance for at least thirty (30) consecutive days annually.
- Covenant Fee:** The line of credit will be subject to a minimum fee of \$500.00 for **non-compliance** with the "Out-of-Debt Requirement" covenant as defined in this commitment letter. Compliance will be determined at each annual review for renewal of the line of credit.
- Default Rate:** Four (4.0%) percent greater than note rate.
- Collateral:** A first (1st) security interest in the Borrower's accounts receivable, inventory, machinery and equipment, furniture and fixtures, and general intangibles now owned, contemporaneously acquired herewith, and hereafter acquired, wherever located, used or to be used in the Borrower's business.
- Financial Statements:** Borrower shall furnish Bank annually with Federal Income Tax Returns and financial Statements prepared in accordance with generally accepted accounting principles within 120 days of the fiscal year end.

Borrower will maintain its books and records relating to its financial affairs at all times in accordance with, and all financial statements provided for herein shall be prepared in accordance with generally accepted accounting principles.

Guarantor(s) shall furnish Bank annually with Federal Tax Returns prepared in accordance with generally accepted accounting principles within 120 days of the calendar year end. Guarantor(s) will also provide an updated Personal Financial Statement within 120 days of the calendar year end.

Legal Services: The Bank's Counsel may prepare all documents pertaining to this loan, on behalf of the Bank.

All documents or other instruments executed and delivered in connection with the closing of the loan and all insurance binders, policies and opinion letters shall be in a form and substance satisfactory to the Bank and its Counsel.

Insurance Requirements:

Borrower will maintain hazard, business personal property, liability and flood insurances (if applicable) with financially sound and reputable insurers in such amounts and for such coverages as shall be satisfactory in all respects to Bank.

Bank shall be designated as loss payee under standard loss payee clause with ten (10) day notice of cancellation clause given to Bank.

Conditions:

1. Borrower will pay all out-of-pocket costs and expenses incurred by the Bank in connection with the proposed loan and financing arrangement. This will include, but will not be limited to, attorneys' fees, lien search fees, filing fees, environmental audit fees, and appraisal costs. These fees will be paid by the Borrower whether or not the transaction contemplated herein is closed.

2. Borrower shall execute such further documents to secure the loan transaction contemplated hereunder as counsel for Bank shall determine necessary or advisable in the interest of the Bank.

3. A default by Borrower under any agreement with Bank or under any agreement with any institution holding a lien upon Borrower's assets

whose priority is superior to any lien held by Bank will be considered as a default in all loans.

4. Any business conducted by Borrower shall have all licenses, permits and approvals required under any federal, state, or local statute, regulation, ordinance, rule, or other legal requirement relating to the establishment, ownership or operation of such business, including appropriate environmental approvals.

5. All collateral shall be kept in good repair, and all taxes and assessments thereon shall be paid when due.

6. No loan commitment given by Bank to Borrower shall be assignable by Borrower.

7. Any additions, deletions, substitutions, or other changes in this Agreement must be documented in writing to become effective.

8. Borrower shall confirm by satisfactory documentation supplied to Bank, the existence of all leases, insurance, or other collateral reserved or taken by Bank.

9. No liens, attachments or other encumbrances whether or not superior to the lien of Bank shall be placed or arise on the collateral except with the prior approval of the Bank.

10. Borrower must certify to Bank prior to closing, the status of any actions, suits, proceedings, or investigations, now pending or to the knowledge of Borrower threatened against or affecting Borrower and/or Guarantor(s).

Additional
Condition(s):

1. Borrower to provide Bank with Filed Articles of Organization and Operating Agreement prior to closing.

2. Borrower to provide Bank with evidence of charter approval from the State of Maine which is subject to review by Bank's outside counsel at the borrower's expense.

3. Borrower to provide Bank with evidence the school has raised One Hundred Fifty Thousand Dollars (\$150,000.00) in contributions and or grants.

4. Borrower to provide Bank with evidence of opening day enrollment of at least One Hundred Sixty (160.00) students.

The rate and term of this commitment (and all existing commitments) are in express reliance on your maintenance of a comprehensive deposit relationship with us, which includes your primary account for all deposits and disbursements, your loan payment being auto deducted from your deposit account (s) and on your continuing compliance with the terms and conditions of this commitment and loan documents. If, for any reason, this relationship changes, Bangor Savings Bank specifically reserves the right to review and modify the rate and term.

The commitment was approved on the basis of information and financial data furnished by the Borrower and Guarantor(s) and is extended subject to and conditioned on there being no material adverse change in the financial condition of the Borrower or Guarantor(s), and no substantive change in governmental regulations or monetary policy. In the event of such material adverse change, in the opinion of the Bank, the right is reserved to terminate the commitment or line of credit.

Under Maine Law, no promise, contract or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than \$250,000 may be enforced in court against the Bank unless the promise, contract or agreement is in writing and signed by the Bank. Accordingly, the Borrower cannot enforce any oral promise unless it is contained in a loan document signed by the Bank, nor can any change, forbearance, or other accommodation relating to the loan, this agreement or any other loan document be enforced, unless it is in writing signed by the Bank. Borrower also understands that all future promises, contracts or agreements of the Bank relating to any other transaction between Borrower and Bank cannot be enforced in court unless they are in writing signed by the Bank. Borrower further agrees that the requirement of a writing described in this paragraph shall apply to this commitment, the loans or credit described herein, any extension, modification, renewal, forbearance or other accommodation relating to the transactions contemplated by this commitment, and to any other credit relationship between Borrower and Bank, (whether existing now or created in the future) whether or not the amount involved exceeds \$250,000.

To the extent that the terms and conditions as stated herein are not incorporated into the loan documents, this letter will survive the loan closing and will govern our relationship while the loan detailed herein, together with interest and fees, remains outstanding.

If the terms and conditions as herein stated are satisfactory to you, please sign this letter signifying your acceptance and return the signed and accepted copy by March 13, 2013 as your authorization for us to proceed with the preparation of the necessary loan documentation. We will anticipate a closing on or before April 27, 2013. Unless otherwise extended, this commitment will expire at either of the above two dates, if not promptly acted upon.

Sincerely,



Robert Nadeau
Vice President
Bangor Savings Bank

SEEN AND AGREED TO:

BORROWER:

Baxter Academies of Maine

By: Petra Montano Date: 2/28/2013

John Jaques

~~Its: Executive Director~~

Petra Montano
Treasurer

BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
Budget Summary
June 30, 2014, 2015 and 2016

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Revenues			
Per-Pupil Allocation	1,449,760	2,174,640	2,899,520
Contribution	107,000	125,000	90,000
Other revenue	50,000	72,250	90,000
	<u>1,606,760</u>	<u>2,371,890</u>	<u>3,079,520</u>
Expenses			
Instructional Services	693,500	1,248,190	1,524,043
Special Education Services	111,000	170,000	216,250
Supplemental Programs & Services	10,000	15,000	20,000
Library	5,750	8,625	11,500
Student Support Program & Services	17,000	76,000	88,000
Facilities	203,000	260,500	330,200
Transportation & Food Service	177,500	181,600	198,800
Administration & Support	389,000	411,750	475,545
	<u>1,606,750</u>	<u>2,371,665</u>	<u>2,864,338</u>
SURPLUS or (DEFICIT)	<u>10</u>	<u>225</u>	<u>215,182</u>
Beginning cash	-	10	235
Line of credit drawdown (payback)	<u>-</u>	<u>-</u>	<u>-</u>
Ending cash	<u>10</u>	<u>235</u>	<u>215,182</u>

BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
State Charter School Commission
Three year detail budget

	Year One	Year Two	Year Three
Revenues			
Per-Pupil Allocation	1,449,760	2,174,640	2,899,520
Federal Entitlement Funds	10,000	15,000	20,000
Federal and State Grants	-	-	-
Foundation Grants	-	-	-
Fundraising Events	10,000	10,000	10,000
Parent Contributions	30,000	47,250	60,000
In-Kind Contributions			
Contributions	107,000	125,000	90,000
	-----	-----	-----
	1,606,760	2,371,890	3,079,520
Expenses			
<i>Instructional Services</i>			
Teacher Salaries & Benefits	648,000	1,153,440	1,404,043
Substitute Salaries & Benefits	5,000	7,000	9,000
Aides Salaries & Benefits	-	-	-
Textbooks	500	750	1,000
Classroom Supplies	10,000	15,000	20,000
Classroom Furniture		10,000	10,000
Classroom Equipment			
Academic Computers/Software		20,000	25,000
Staff Development	10,000	12,000	15,000
Travel & Conferences			
Other: Distance Learning courses	20,000	30,000	40,000
Other: Enrichment Programs			
	-----	-----	-----
Instructional Services	693,500	1,248,190	1,524,043
<i>Special Education Services</i>			
Teacher Salaries & Benefits			
Aides Salaries & Benefits	30,000	62,500	93,750
Special Facilities/Equipment			
Curriculum			
Instructional Materials	5,000	7,500	10,000
Contracted Services	10,000	20,000	30,000
Director of Special Services/ set	66,000	80,000	82,500
	-----	-----	-----
Special Education	111,000	170,000	216,250

BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
State Charter School Commission
Three year detail budget

	Year One	Year Two	Year Three
<i>Supplemental Programs & Services</i>			
Athletic Programs			
Art & Enrichment Programs	5,000	7,500	10,000
Summer/Bridge School/Programs			
After-School Programs			
Community Service Programs			
English Language Learner Programs	5,000	7,500	10,000
Music Programs			
Tutoring Programs			
Uniforms			
Other:			
	-----	-----	-----
Supplemental Programs	10,000	15,000	20,000
<i>Library</i>			
Librarian Salary & Benefits			
Books & Other Reading Materials	500	750	1,000
Furniture			
Computers/Software	5,000	7,500	10,000
Audiovisual Equipment	250	375	500
Other:			
	-----	-----	-----
Library	5,750	8,625	11,500
<i>Student Support Program & Services</i>			
Nurse Salary & Benefits	10,000	12,000	15,000
Health Supplies & Equipment	1,000	2,000	3,000
Guidance Counselor Salary & Benefits		54,000	60,000
School Psychologist Expense			
Volunteer Expense			
Other: Testing/Appraisal & Support Svcs	2,000	3,000	4,000
Other: Contract Service Guidance/Assess	2,000	2,000	2,000
Other: Supplies, etc.	2,000	3,000	4,000
	-----	-----	-----
Student Support	17,000	76,000	88,000
<i>Facilities</i>			
Rent/Lease/Mortgage	165,000	210,000	267,200
Maintenance Salaries & Benefits			
Maintenance & Repair Expenses	5,000	6,000	7,000
Utilities	10,000	15,000	20,000
Telephone	2,000	3,000	4,000
Internet Services	1,000	1,500	2,000
Fire & Security			
Custodial Services	20,000	25,000	30,000
Custodial Supplies			
Waste Disposal			
Other: Parking			
	-----	-----	-----
Facilities	203,000	260,500	330,200

BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
State Charter School Commission
Three year detail budget

	Year One	Year Two	Year Three
<i>Transportation & Food Service</i>			
Busing Costs			
Driver Salary & Benefits			
Field Trip Expense			
Food Service Salaries & Benefits			
Food Service Supplies & Equipment			
School Breakfast Expense			
School Lunch Expense			
School Snacks Expense			
Other: Food Services	20,000	21,600	28,800
Other: Student Transportation	157,500	160,000	170,000
	-----	-----	-----
Transportation & Food Service	177,500	181,600	198,800
<i>Administration & Support</i>			
Administrators' Salaries & Benefits	142,500	150,750	159,825
Staff Salaries & Benefits	102,000	112,200	153,420
Office Supplies	5,500	8,500	11,500
Photocopy Expense	2,000	2,000	2,000
CFO/HR out source	60,000	60,000	60,000
Office Equipment	500	500	500
Postage & Shipping	500	500	500
Bookkeeping & Audit	15,000	15,000	15,000
Payroll Services	2,000	3,000	4,000
IT out source	5,000	5,000	5,000
Interest Expense	6,000	6,000	6,000
Legal Services	19,200	10,000	10,000
Liability & Property Insurance	10,000	15,000	20,000
Directors' & Officers Insurance	1,100	1,100	1,100
Marketing	5,000	5,000	5,000
Grant Writing			
Board Expense	500	500	500
Staff Recruitment Expense			
Other: Workers Compensation Insurance	5,200	7,200	9,200
Other: Professional Development	5,000	7,500	10,000
Unbudget expense	-		
Other: Travel	2,000	2,000	2,000
	-----	-----	-----
Administration & Support	389,000	411,750	475,545
TOTAL EXPENSES	1,606,750	2,371,665	2,864,338
SURPLUS or (DEFICIT)	10	225	215,182

BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
State Charter School Commission
Budget first year monthly

	July	August	September	October	November	December	January	February	March	April	May	June	July	August	total
Revenues															
Per-Pupil Allocation				362,440	1,111	362,440	1,111	1,111	1,111	1,111	1,111	362,440	1,111		1,449,760
Federal Entitlement Funds				1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111		9,999
Federal and State Grants															
Foundation Grants		833	833	833	833	833	833	833	833	833	833	833	833		-
Fundraising Events		6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200	70,000	6,200	6,200	6,200		9,986
Contributions	5,000														137,000
In-Kind Contributions															-
contribution carryover															-
	5,833	7,033	7,033	370,584	8,144	370,584	8,144	8,144	370,584	71,944	8,144	370,584	-	-	1,606,755
Expenses															
<i>Instructional Services</i>															
Teacher Salaries & Benefits		54,000	54,000	54,000	54,000	54,000	54,000	54,000	54,000	54,000	54,000	54,000	54,000		648,000
Substitute Salaries & Benefits		500	500	500	500	500	500	500	500	500	500	500	500		5,000
Aides Salaries & Benefits															-
Textbooks		500													500
Classroom Supplies		10,000													10,000
Classroom Furniture															-
Classroom Equipment															-
Academic Computers/Software															-
Staff Development		10,000													10,000
Travel & Conferences															-
Other: Distance Learning courses			2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000		20,000
Other: Enrichment Programs															-
		74,500	56,500	56,500	56,500	56,500	56,500	56,500	56,500	56,500	56,500	56,500	54,000		693,500
<i>Special Education Services</i>															
Teacher Salaries & Benefits															-
Aides Salaries & Benefits															-
Special Facilities/Equipment			3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000		30,000
Curriculum															-
Instructional Materials		5,000													5,000
Contracted Services		5,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		10,000
Other: Director of Special Services			5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500		66,000
		10,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	5,500		111,000

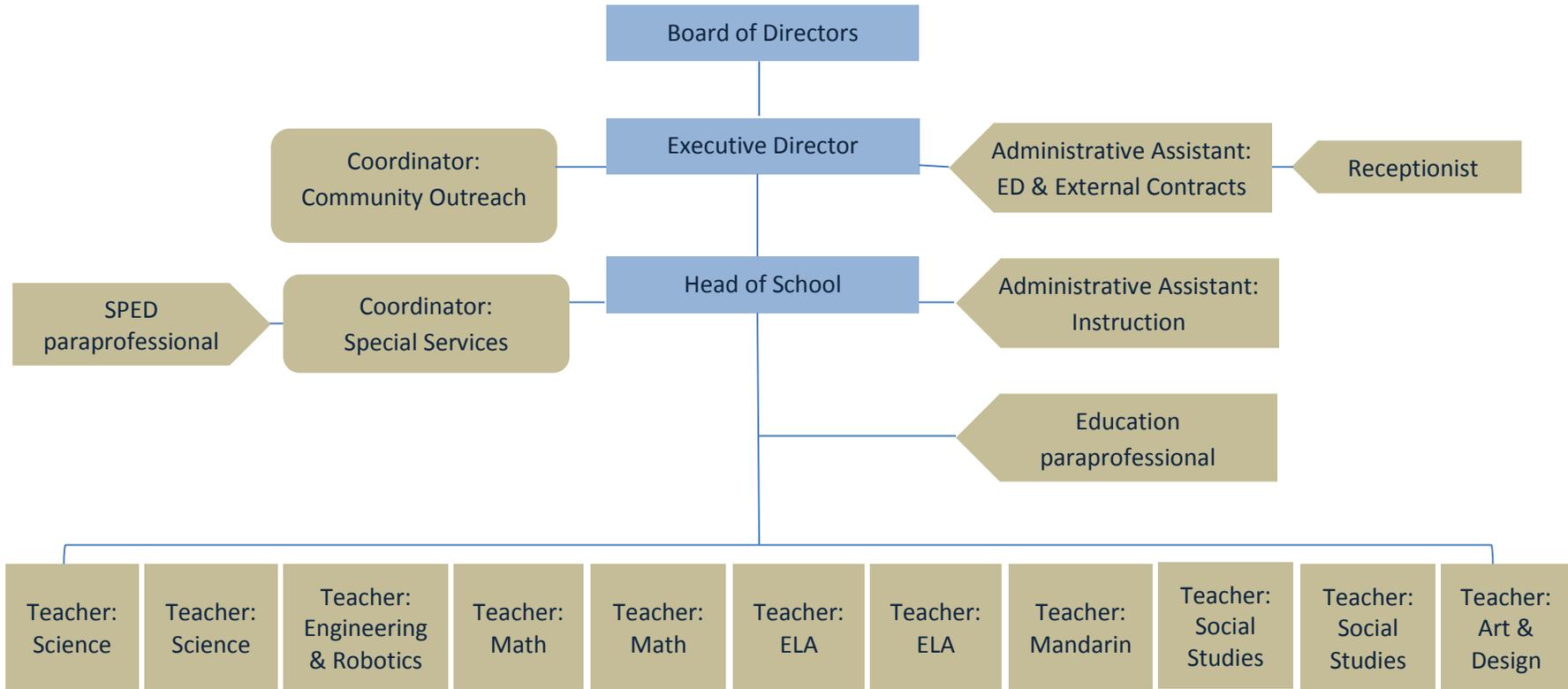
BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
State Charter School Commission
Budget first year monthly

	July	August	September	October	November	December	January	February	March	April	May	June	July	August	total
Supplemental Programs & Services															
Athletic Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Art & Enrichment Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summer/Bridge School/IP Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
After-School Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Service Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
English Language Learner Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Music Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tutoring Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplemental Programs	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	-	10,000
Library															
Librarian Salary & Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Books & Other Reading Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Computers/Software	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Audiovisual Equipment	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Other:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250
Library	5,000	-	75	75	75	75	75	75	75	75	75	75	-	-	5,750
Student Support Program & Services															
Nurse Salary & Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Supplies & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Guidance Counselor Salary & Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School Psychologist Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Volunteer Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Testing/Appraisal & Support Svcs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Contract Service Guidance/Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Supplies, etc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Support	-	-	1,000	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	-	-	17,000
Facilities															
Rent/Lease/Mortgage	-	-	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	165,000
Maintenance Salaries & Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance & Repair Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Telephone	-	-	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Internet Services	-	-	167	167	167	167	167	167	167	167	167	167	167	167	2,004
Fire & Security	-	-	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Custodial Services	-	-	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Custodial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Waste Disposal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Facilities	250	250	16,917	16,917	16,917	16,917	16,917	16,917	16,917	16,917	16,917	16,917	16,667	16,667	203,004

BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE
State Charter School Commission
Budget first year monthly

	July	August	September	October	November	December	January	February	March	April	May	June	July	August	total
<i>Transportation & Food Service</i>															
Busing Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Driver Salary & Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Trip Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Food Service Salaries & Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Food Service Supplies & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School Breakfast Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School Lunch Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School Snacks Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Student Transportation	-	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	20,000
	-	-	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	157,500
Transportation & Food Service	-	-	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	177,500
<i>Administration & Support</i>															
Administrators' Salaries & Benefits	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	142,500
Staff Salaries & Benefits	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	102,000
Office Supplies	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Photocopy Expense	167	167	167	167	167	167	167	167	167	167	167	167	167	167	2,004
CFO/HR out source	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Office Equipment	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Postage & Shipping	42	42	42	42	42	42	42	42	42	42	42	42	42	42	500
Bookkeeping & Audit	166	166	166	166	166	166	166	166	166	166	166	166	166	166	15,000
Payroll Services	417	417	417	417	417	417	417	417	417	417	417	417	417	417	1,992
IT out source	417	417	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Interest Expense	750	750	750	750	750	750	750	750	750	750	750	750	750	750	6,000
Legal Services	19,200	833	833	833	833	833	833	833	833	833	833	833	833	833	19,200
Liability & Property Insurance	833	833	833	833	833	833	833	833	833	833	833	833	833	833	9,996
Directors' & Officers Insurance	275	275	275	275	275	275	275	275	275	275	275	275	275	275	1,100
Marketing	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	5,000
Grant Writing	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Board Expense	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Staff Recruitment Expense	433	433	433	433	433	433	433	433	433	433	433	433	433	433	5,200
Other: Workers Compensation Insurance	550	550	550	550	550	550	550	550	550	550	550	550	550	550	4,950
Other: Professional Development	550	550	550	550	550	550	550	550	550	550	550	550	550	550	4,950
Unbudget expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Travel	200	200	200	200	200	200	200	200	200	200	200	200	200	200	2,000
Administration & Support	28,225	37,691	28,933	29,208	28,933	28,933	29,208	28,933	28,933	28,458	27,633	27,633	36,183	42	388,942
TOTAL EXPENSES	33,475	123,941	132,275	132,550	132,275	132,275	132,550	132,275	132,275	131,800	130,975	130,975	112,350	16,708	1,606,696
SURPLUS or (DEFICIT)	(27,642)	(116,908)	(125,242)	238,034	(124,131)	238,309	(124,406)	(124,131)	238,309	(59,856)	(122,831)	239,609	(112,350)	(16,708)	59
LOC balance	(27,642)	(144,550)	(269,792)	(31,758)	(155,888)	82,421	(41,985)	(166,115)	72,194	12,338	(110,492)	129,117	16,767	59	

Organization Chart: AY 2013 - 2014



March 21, 2013

Ms. Kelli Pryor
Chair, Board of Directors
Baxter Academies of Maine (dba Baxter Academy for Technology and Science)

Dear Kelli (and Allison, Len, Peter and Peter),

Not unexpectedly, after my earlier meetings with some of you, I thoroughly enjoyed my discussion with the full Baxter Academy Board of Directors today, and very much look forward to the opportunity to serve, on a half-time basis, as the school's next (and first operating) Executive Director. As requested, I summarize here my motivations, qualifications and plans in a form that can be shared with the Maine Charter School Commission, and that will hopefully contribute to their definitive approval of your Charter Agreement.

Concerning motivation, I come from a family of educators. My father was a pioneer in behavioral (learning) psychology, I have been a university-level researcher and educator for most of my career, and my son is a public high school science and math teacher in the Pacific Northwest. I owe much of what and who I am to a succession of superb teachers and models from grade school, high school, college and graduate school, and have always felt a keen imperative to give back some of what I received and so benefited from. In addition, while presently devoting the bulk of my energies to financing and assisting the development of start-up and young, usually technology-based, companies as consultant, Angel investor and venture capital fund manager, I have always reserved and committed a portion of my effort to a chosen public purpose. As described in more detail below, I feel that I may have a uniquely valuable contribution to make to the Baxter Academy.

Regarding experience relevant to the Baxter Academy for Technology and Science, from my teenage years I enjoyed extensive exposure to and employment in computers and Information Technology, although my later professional career was devoted to university level biomedical research and teaching. Within Maine, I was for a decade a staff scientist at the renowned Jackson Laboratory in Bar Harbor, where I was an active participant in the summer educational program and mentored a multitude of high school (as well as college) students in my lab. Although employed at both the universities of Maine and Cincinnati primarily in the graduate programs and professional schools of Medicine and Business, I voluntarily sought out, and especially enjoyed, teaching and interacting with the youngest (and most enthusiastic) of undergraduates. Also in Maine, I served terms as a Board member of the former Center for Innovation in Biomedical Technology (CIBT), a grant reviewer for the Maine Technology Institute (MTI), and a gubernatorially-appointed and legislature-confirmed member of the Board of Trustees of the Maine School for Science and Math (MSSM). I have followed, supported and participated in the varied activities of the Maine Association of Charter Schools (MACS) since their initial Founders Meeting several years ago. Finally, in terms of management, I have been a commissioned officer in the U. S. military, director of a sizeable grant-funded research program for several decades, a business school Professor of Management, Founding Chairman of Maine Angels, and an

evaluator of thousands and investor in dozens of start-up companies over the years. In toto, I feel well, and perhaps unusually, qualified in terms of Technology and Science, Education as well as Management credentials, in the State of Maine and beyond, for service as Executive Director of the Baxter Academy.

What do I envision doing at and for the Baxter Academy? After execution of the written engagement contract (and other formalities) that are in process after having been verbally agreed to in principle between myself and all members of the Baxter Board, I anticipate overseeing the effective and coordinated prosecution of the following responsibilities: (1) Definitive enrollment of students and families, (2) Hiring of teaching faculty and other staff, (3) Overseeing the renovation and preparation of physical plant, transportation, etc., (4) Establishing professional accounting and reporting mechanisms and procedures for budgets, expenditures and receipts, (5) Fundraising (both philanthropic and grants), (6) Engaging in thorough and respectful community relations with all stakeholders, (7) Overseeing the development of the academic program, (8) Organizing Board, Staff and School meetings and development, and (9) Developing comprehensive written policies and procedures for all aspects of the school's operation. In the execution of these or any other duties, I look forward to oversight by and accountability to the Board of Directors (as I understand very well what it feels like on that side of the table), as well as their active assistance and participation. I foresee and commit to building an institutional culture and environment where every participant, stakeholder and resource is recognized, empowered, feels ownership and takes pleasure and pride in their community membership. The Baxter Academy has so much to offer the local community and State of Maine, as evidenced by the outpouring of support and enthusiasm at the family meeting this past weekend.

In summary, what would I say to several key community constituencies? To the Maine Charter School Commission, please let the process move forward. No young and innovative venture is ever totally proven and risk-free beforehand, but from my, as well as many others', personal experience and perspective, all of the ingredients (personnel, facilities, support, enthusiasm, etc.) are in place or readily obtainable for flagship success as a Maine Public Charter School. To prospective students and parents, our state government has recognized your thirst for an alternative (Charter School) mode of public education, and the Baxter Academy is well positioned to deliver an educational opportunity of the highest quality for those interested. The time is ripe – let us all go for it!

Sincerely,



Charles Sidman, MBA, PhD
Prospective Executive Director
Baxter Academy for Technology and Science
207-288-0428
csidman@evolutionarymanagement.com

PERSONAL:

RESIDENCE: P. O. Box 200, Bar Harbor, ME 04609

TELEPHONE: (Home) 207-288-3930; (Work) 207-288-0428

EMAIL: (Pers) csidman@myfairpoint.net; (Work) csidman@ecs-partners.com

BORN: New York, NY; June 7, 1950. CITIZEN: U.S.A.

FAMILY: Married, two adult children. HEALTH: Excellent - Non-smoker, 6' 1", 190 lbs

EDUCATION:

1968 High School Diploma, Roxbury Latin School, West Roxbury, MA

1971 AB, Biochemical Sciences, Harvard College, Cambridge, MA

1972 AM, Biochemistry, Harvard University, Cambridge, MA

1976 PhD, Immunology, Harvard University (Harvard Medical School), Boston, MA

1998 MBA, Management, University of Cincinnati, Cincinnati, OH

1999 Sabbatical Visiting Appointment, Santa Fe Institute, Santa Fe, NM

EMPLOYMENT:

1965- Consulting (now Evolutionary Management, Inc., www.evolutionarymanagement.com)

1972-1978 Commissioned officer (1LT), Massachusetts Army National Guard

1976-1978 Research Fellow in Pathology, Harvard Medical School, Boston, MA

1978-1982 Member, Basel Institute for Immunology, Basel, Switzerland

1982-1992 Staff Scientist, The Jackson Laboratory, Bar Harbor, ME

1992-2010 Prof. of Molecular Genetics, Biochemistry and Microbiology, Col. of Medicine.

Prof. of Management, Col. of Business. and Prof. of Ethics, Human Diversity, Complex Systems and Religion, Honors Scholars Program, U. of Cincinnati, Cincinnati, OH

2010- Managing Partner and Member, ECS Capital Partners and Angels

ACCOMPLISHMENTS:

- 95 papers and patents, in biomedical sciences, computing/information technology, and finance
- Helped obtain over \$40M in external academic, and over \$100M in commercial support/funding
- Lecturer or consultant at over 200 private and governmental institutions and companies worldwide
- Courses taught include Genetics, Immunology, Microbiology, Ethics, Diversity, Innovation, Education, Complex Systems, Science and Religion, International Studies, Aviation, Dance
- Additional activities: Professional malpractice/mediation/negotiation panels; Civic Warrant & Safety Committees; FAA Certificated ATP/Flight Instructor/Safety Counselor/Examiner Designee; Numerous company, non-profit, business development and investment groups and boards; Past Trustee, Maine School for Science and Mathematics; Founding Chairman, MAINE ANGELS; Founder and Managing Partner, ECS Capital Partners, LLC, and ECS Angels; Founding Public Policy Committee Member, Angel Capital Association; Past Advocacy Committee Chair, National Association of Seed and Venture Funds; Founding Board Member, Crowdfund Industry Regulatory Advocates and Crowdfund Professional Association; Founding Manager, Crowdfunding Investment Angels; Member, Queen City Angels, Alliance of Angels, Society for Corporate Compliance and Ethics, National Speakers Association, American Association for the Advancement of Science, American Association of Immunologists, American Association for Biochemistry and Molecular Biology

AREAS OF EXPERTISE:

Genetics (esp. genomics, mutation, evolution, development)

Biomedical Sciences (Immunology, Pathology, Biochemistry, Microbiology)

Complex Systems

Computer and Information Sciences

Education (direct and technology-facilitated classroom, corporate and distance learning)

Organizational culture/behavior/design/change

Strategic and tactical management of R&D and innovation

Business start-ups and (re)organization: financing, strategy and management

Professional and organizational ethics

Dialogue between science and religion



Baxter Academy
for Technology and Science

Names and resumes of key staff

Enclosed we provide the resume of and a hiring statement for Michele LaForge, M.Ed., our Head of School. The focus on rigorous, effective, project-based instruction is paramount to the success of our school and thus identifying the individual to best launch these efforts has been the Board's first priority.

We are currently identifying candidates for the role of Coordinator for Special Education.

As reflected in our Organization Chart, we no longer intend to hire a Chief Financial Officer or Director of Technology. These skillsets are duplicated in other positions, are possessed by some of our Board members, and can be efficiently outsourced on an as-needed basis, at least during our first year of operation. As our student body grows and our needs change, we will reassess these staffing needs.

March 13, 2013

Below is an improvised, although accurate, list of some of the ways I spend or have spent my time as a professional, as a teacher, and as a student.

Other ways to learn about me, about what I think and how I spend my time learning, include:

- Going to my math blog at mathsightings.wordpress.com. There is a lot there that reveals my philosophy and my biases. There you will find an "About Michele LaForge" tab which includes a personal statement from me. In addition, I created the Freeport High School Math Department Website at fhsmath.wordpress.com.
- Talk with other people about me. To start, you could call Chris L'abbe, former Vice Principal at FHS and current Principal at Holy Cross School in Portland at 653-3907 or by email at labbec0861@gmail.com. On request, I can provide contact information for parents and students, other colleagues, other professional contacts.
- Ask me. What would you like to know? I have other, personal blogs, including a growing one with essays on education, a cooking blog for a working mom and wife, a quilting blog for the quilts I make.

I am very pleased to have the chance to talk with you about Baxter Academy.

Michele

MICHELE LAFORGE

306A Maine St., Brunswick, ME 04011 | 729-6425 (home) or 522-7313 (cell) | laforgeadolf@gmail.com | @mmlaforge

EDUCATION

Northwestern University, Evanston, IL

M.A. in Slavic Languages and Literatures (ABD)

Sept 1991 – June 1994

Thesis: "Blok and Pushkin: The Influence of Lyric"

University of New Hampshire, Durham, NH

B.A. Dual Degree in Russian and Mathematics

Sept 1987 – June 1991

Areas of Concentration: Statistics, Logic, and Philosophy

Phi Beta Kappa, Pi Mu Epsilon (Mathematics Honors Society), Dobro Slovo (Russian Honors Society)

TEACHING EXPERIENCE: FREEPORT HIGH SCHOOL MATHEMATICS DEPARTMENT

Math Strategist

Sept 2012 – June 2013

At a district and school level, plans for math instruction and designs curriculum; implements this year's schedule designed to support better math learning; develops and institutes a Math Center which welcomes and incentivizes students at all level of math learning, with varied needs, to come for math help, review, pre-teaching, SAT preparation, and math conversation; mentors new teachers, student teachers, and community volunteers.

Department Chair, Mathematics Department

Sept 2007 – June 2013

Develops budget and course assignments; manages parent, student, and teacher expectations and aspirations; directs curriculum mapping and development through the Understanding by Design model, among others.

Mathematics Teacher

Sept 2003 – June 2013

As a Math Teacher, I have direct experience designing and teaching courses in Algebra, Geometry, Precalculus, Personal Finance, Geometry in the Real World, at all student skill and experience levels

Leadership Team and Teacher Leader Positions

Sept 2005 – June 2013

Serves on Leadership Team of Freeport High School, facilitating meetings of staff toward a shared vision and short and long term goals for school health and improvement

Other activities include but are not limited to

Teaching an experimental full curriculum Algebra 2 course in three weeks during the summer of 2012;

Coach of the Student Technology Team;

Coach of 2013 Moody's Mega Math Competition sponsored by SIAM;

Chairing a NEASC accreditation committee on Instruction;

Participating in training and leadership as an Understanding by Design teacher leader;

Participating on School Action Planning and Consolidation committees;

Serving on National Honor Society and Senior Project Review Committees 2010-2013;

Teaching SAT prep classes 2012

Conferences attended includes but is not limited to

MLTI Summer Institute, 2011, 2010

ACTEM Fall Technology conferences 2011, 2010

MLTI Spring Technology Conference for Students and Tech Teams, 2012

Conferences in PSAT, SAT, Geometry

RELATED EXPERIENCE

Princeton University Press, Princeton, NJ

Assistant Director

1998 – 2003

Responsible for all Sales and Publicity for Princeton University Press, a \$17-million academic, text, and trade book publisher. Managed a staff of thirteen full time Sales and Publicity staff; developed and maintained customer service function and standards; Negotiated with major booksellers and wholesalers on orders, discounts, promotions, and returns policies; developed and achieved sales revenue and expense targets.

Princeton University Press

Strategic Planning Consultant

1996-2004

Initiated and facilitated annual strategic planning; conducted preliminary interviews and outlined strategic issues; established discussion guidelines and goals; moderated, arbitrated, and participated in planning retreat; wrote final action and narrative strategic plans.

Oxford University Press, New York, NY

Acquisitions Editor, Physical Sciences

1997 – 1998

Acquired manuscripts for worldwide publication in Physics and Chemistry for Academic, Trade, Text, and Reference book lines; built a publishing program that met rigorous academic standards and contributed to discourse; developed contacts with experts in relevant fields; promoted and advanced list through travel, correspondence, and website.

LANGUAGES

English – native language

Russian – speak, read, and write with basic competence

French/Latin – background knowledge

MEMBERSHIPS

NCTM – National Council of Teachers of Mathematics, since 2004

ATOMIM – Association of Teachers of Mathematics, since 2010

Michele LaForge

Head of School

Hiring Statement
Board of Directors
Baxter Academy for Technology & Science

Michele LaForge is an exemplar of what we expect the faculty of Baxter Academy to be. Since the staff will be small and will work collaboratively across the disciplines, we felt keenly the necessity for the Head of School to be someone who would naturally see the interconnectedness of one subject to another. Michele has a background in both math and Russian literature. She is an avid reader who has worked in academic publishing. She is a creative and versatile educator who brings math alive in the world around her students by using her own curiosity to engage theirs. She is also a highly competent leader who inspires the confidence and trust of teachers and administrators alike. Parents revere her.

Tom Strong, principal at Freeport High School, says of her: "Michele is a natural leader. She has great ideas and presents them well, and brings people along. She has faced tough challenges but has moved her team by example. Her interpersonal skills are just remarkable."

Her former principal at Freeport (now at USM), Tom Edwards, adds that "one fantasizes about who might be a successor, and I would've loved if Michele would have considered that [when I left four years ago]. Now she's ready."

Chris L'abbe, principal at Holy Cross, worked with Michele for many years at Freeport and says of her: "In Michele, you have a great leader who will bring your staff, students, and community together. She is one brilliant person who has leadership and people skills. She doesn't shy away from anything hard. She is the best of the best."

Michele herself states her philosophy best: "Everyone can learn. Learning is a product of the activity of the learners. Teachers are the guides, they create the best conditions for learning, they set guideposts, they ensure the standards are being met. They are model learners. They are professionals who act on the research in the field."



Baxter Academy
for Technology and Science

Building lease

As of March 9, 2013, we have signed a five-year lease for 54 York Street with Rufus Deering Lumber (copy of lease included herein.)

March 9, 2013

COMMERCIAL LEASE (MODIFIED GROSS LEASE)

1. PARTIES: Rufus Deering Company, ("LANDLORD"), hereby leases to Baxter Academies of Maine (aka "The Baxter Academy for Technology and Science ("TENANT")), and the TENANT hereby leases from LANDLORD, the below described leased premises:

2. LEASED PREMISES: The leased premises are located at 54 York Street, Portland, Maine, together with the right to use, in common with others entitled thereto, the hallways, stairways, elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except as specifically set forth to the contrary in this lease and/or the addendum. Exhibit A is expressly incorporated herein. Please see the attached Exhibit A for a description of Landlord's work.

3. TERM: The Term of this lease shall be for five (5) years, unless sooner terminated as herein provided, **commencing on August 1, 2013 and ending on July 31, 2018.**

4. RENT: Rent shall commence August 1, 2013 The Tenant may have immediate access to the leased premises to commence its fit up of the space. The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s) & SF</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1 11,000/SF*	\$165,000	\$13,750
2 15,000/SF*	\$210,000	\$17,500
3 18,540/SF*	\$267,200	\$21,000
4 18,540/SF*	\$267,200	\$21,000
5 18,540/SF*	\$267,200	\$21,000

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated:

Rufus Deering Company

If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition

to the rent then due.

* Tenant shall have exclusive use of the leased premises in the Landlord's building during the term (and extension term) of this Lease as follows: Year 1: 1st floor and ½ of the second floor, Years 2-5 and during the extension term (Years 6-10): 1st and 2nd floor and part of the basement (excluding basement area used presently by Landlord for storage), each as specified in Exhibit B. The leased premises shall not exceed 18,540 square feet (excluding common areas) without Landlord and Tenant agreeing to the rental terms for additional space. A year by year depiction of the leased premises is attached hereto as Exhibit B. Landlord shall complete the improvements and fit up to the leased premises as required in Exhibit A so that Tenant can occupy and use all space as per the schedule on Exhibit B, with all Landlord work to each phase of the leased premises completed in advance of Tenant taking possession of the additional leased premises.

5. RENEWAL

So long as TENANT is not in default of this Lease as of the date the Tenant exercises its option to renew, TENANT shall have the option to renew this Lease for an additional five (5) year term. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent during the option term which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>	
1	\$267,200	\$21,000	
2	\$267,200	\$21,000	
3	\$267,200	\$21,000	
4		\$267,200	\$21,000
5	\$267,200	\$21,000	

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT:

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750.00), which shall be held as security deposit for the TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT

If in any tax year commencing with fiscal year 2013 the real estate taxes on the land and buildings, of which the leased premises are part, are in

A. TAX

excess of the amount of real estate taxes thereon for the fiscal year 2012

ESCALATION: (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, its pro rata share of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. If the Tenant and/or Landlord are able to reduce or eliminate property taxes on the Landlord's premises as a result of the Tenant being a charter school, one half (1/2) of the property taxes saved by the Landlord (as compared to the 2012 property taxes) over the term of the Lease (including any renewal terms) may be applied at Tenant's election to pay for improvements to the Leased Premises (in addition to the improvements that the Landlord is presently required to make pursuant to this Lease) or to reduce the rent due from Tenant to Landlord. Tenant may elect to apply the savings to improvements and/or rent reduction as the property tax savings are realized by the Landlord.

B. OPERATING COSTS

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, its pro rata share of any increases in operating expenses over those incurred during the calendar year 2012. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation reasonable property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

Excluded from Operating Expenses shall be mortgage principal or interest payments, refinancing costs, ground rent and related costs, depreciation and amortization of the Building or equipment, cost of complying with government regulations (including improvements to the sidewalks at the leased premises), interest or penalties resulting from late payments

by Landlord, advertising, costs, brokerage leasing commissions, tenant alterations, costs reimbursed by tenants, costs of abatement of asbestos, lead, mold, and other environmental hazards and/or contaminants, costs reimbursed by insurance, costs reimbursed by Governmental authorities, special services paid for by tenants, legal fees for enforcing other tenants' leases, and off-site management personnel and overhead.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses that are expected to be due pursuant to this Section 7 for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be refunded to TENANT or applied to the next year's monthly payments for estimated increases, at TENANT'S option.

8. UTILITIES:

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises (excluding common areas) and presently separately metered, Tenant shall also be responsible for all bills for separately metered natural gas servicing the leased premises (excluding common areas), and all charges for telephone and other communication systems used at and supplied to the leased premises (excluding common areas) and all bills for janitorial services for the leased premises (excluding common areas) which TENANT shall be responsible for coordinating. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, and at any other times the leased premises are used during the Tenant's regular school days, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during such business and school hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

Landlord shall install the new HVAC, plumbing, metering and other utilities and equipment as required in Exhibit A and Landlord shall repair and/or replace such equipment, plumbing and utilities at Landlord's cost during the term of the Lease and any renewal terms in the event such utilities, plumbing, heating and/or cooling systems within the premises fail to operate as to maintain appropriate conditions within the lease premises. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD, which consent shall not be unreasonably withheld. Landlord shall provide separate metering or separate fuel tanks so that Tenant's share of utility costs can be measured. If Landlord does not provide separate metering or separate fuel tanks to measure Tenant's share of utility costs, then Tenant shall pay for such utilities based on Tenant's proportional share of the total space in the building (i.e., the square footage of the Tenant's leased premises divided by the total interior space within the Landlord's building times the fuel cost).

9. USE OF LEASED PREMISES: TENANT shall use the leased premises for the purpose of operating a technology and science academy and other uses involving education, as well as offices and work space for both profit and non-profit businesses.

A. COMPLIANCE WITH LAWS: TENANT agrees to conform to the following provisions during the entire term of this Lease (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. Except as otherwise provided in this Lease (including Exhibit A), TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE
A. TENANT'S TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition except as Tenant may

OBLIGATIONS: report to Landlord in writing as soon as reasonably practicable following such entry, and covenants during said term and further time TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS: LANDLORD agrees to maintain and repair the roof, exterior walls, bathrooms, fixtures, HVAC, and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof. The bathrooms and HVAC system within the building shall be maintained by the Landlord at all times to allow the Tenant to meet the needs of its students and staff. Landlord shall also ensure that the building meets all regulations, ordinances, statutes and laws in effect as of the commencement of the lease term during the term and the renewal term of this Lease; provided, however, that the Landlord shall not be responsible for costs relating to new legal requirements that arise during the initial term or the renewal term due to new legislation.

12. ALTERATIONS- ADDITIONS: TENANT shall not make any structural alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT and/or Tenant's sub-lessees to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of an such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT- SUBLEASING: TENANT shall not by operation of Law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably

withheld. As provided in Section 9 above, Tenant may use the leased premises for its school, including subletting to non-profit and for profit organizations which may be involved with the Tenant's school without having to first obtain Landlord's consent. In any case where LANDLORD shall consent to an assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

14. SUBORDINATION AND QUIET ENJOYMENT: This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.
15. LANDLORD'S ACCESS: LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY: LANDLORD TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorneys' fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this

Lease or resulting from Tenant's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, due to the happening of any accident in or about the building or the leased premises which is due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

17. TENANT'S LIABILITY INSURANCE: TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve, but in amounts not less than **One Million Dollars (\$1,000,000)** combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY-Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty which is not covered by insurance, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. If the loss and/or damage is insured, the Landlord shall act promptly to repair and/or replace the damage in order to avoid additional disruption to the Tenant's school. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently

accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND
BANKRUPTCY:

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof, or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of re-letting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE: Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the TENANT by registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at the leased premises, or at such other address as TENANT may from time to time advise in writing. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.
21. SURRENDER: TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
22. HAZARDOUS MATERIALS: TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises: (i) TENANT will comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT will deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all

substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

23. LIMITATION OF LIABILITY: TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD.
24. LANDLORD DEFAULT: LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation; provided, however, that with respect to the HVAC system and the bathrooms and other issues that affect Tenant's ability to operate its school, the Landlord shall perform all necessary corrective actions within three (3) days or such additional time as reasonably necessary to correct the deficiency in the event that the corrective work cannot reasonably be completed within three (3) days. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
25. WAIVER OF DEFAULT: No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.
26. SUCCESSORS DEFAULT: The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
27. HOLDOVER: If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to 125% of the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude

LANDLORD from recovering damages, other than consequential damages, which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL

WAIVER:

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS: If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

- 30. BROKERAGE: NAI The Dunham Group is the only brokerage involved in this transaction. All commissions are the responsibility of the Landlord.
- 31. SIGNAGE: Signage shall be the responsibility of the Tenant and shall comply with all City of Portland ordinances. Signage shall be subject to Landlord's prior written approval which shall not be unreasonably withheld.
- 32. ADDITIONAL TERMS: The Addendums to Lease Agreement attached hereto as Exhibit A and B are incorporated into this Lease.

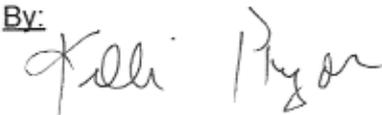
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ___ day of January 2013

TENANT:

Baxter Academies of Maine
Legal Name of Tenant

LANDLORD:

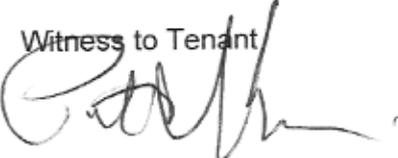
Rufus Deering Company
Legal Name of Landlord

By: 

By: 

Name/Title
Chair

Name/Title DAN LABRIE SRVP

Witness to Tenant


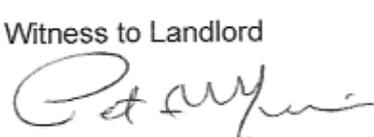
Witness to Landlord


Exhibit A to Lease Agreement

54 York Street
Portland, Maine

Landlord: Rufus Deering

Tenant: Baxter Academies of Maine

1. Notwithstanding any other provision of this Lease other than the obligation to remit the security deposit under Section 6 of the Commercial Lease Agreement, the Tenant's obligations under this lease shall not arise unless and until the Tenant shall have (1) entered into a Charter Contract with the Maine Charter School Commission to operate a high school on the leased premises and (2) satisfied any conditions specified in such Charter Contract as necessary to open such school; provided that Tenant shall use best efforts to enter into such Charter Contract and satisfy such conditions.
2. By April 1, 2013 Landlord and Tenant shall mutually agree upon final plans and pricing all of which shall be at Landlord's sole expense. Plans shall follow Green School Design practices wherever possible through the consultation of Richard Renner Architects. If mutually satisfactory plans and pricing is not reached, either party may withdraw from this Lease Agreement without penalty. Landlord shall be consulted on all colors chosen by the Tenant for the interior premises.
3. Upon the parties' entering into the Lease, the Landlord shall fund the amounts necessary to complete the agreed upon leasehold improvements (up to \$275,000). By April 1, 2013, Landlord and Tenant shall mutually agree upon a final build out budget and a construction schedule that meets Tenant's August 1, 2013 occupancy date. The construction schedule shall provide for the construction on the Leasehold Premises to be complete by July 15, 2013.
4. Notwithstanding any other provisions of this Lease, Landlord shall provide the following improvements as part of Tenant's improvement allowance.
 - Deliver as of the commencement of the Lease the property compliant with all federal, state and local laws pertaining to use as a publicly funded Maine charter high school.
 - Keep property compliant with all aspects of the Americans with Disabilities Act (ADA).
 - Use low voc paint throughout all leased school space.
 - Use low voc carpet in all appropriate leased school space.
 - Floor finishes shall be compatible with intended use, either carpet or tile. Tenant shall be allowed to select the floor tile for the 1st floor.
 - Install new HVAC system throughout the leasehold premises.
 - Install new passenger lift or elevator (in compliance with ADA and applicable codes, regulations, and ordinances).
 - Install new fire alarm system and new fire doors throughout premises as per code.
 - Install new carpets throughout. Carpet color to be chosen by Tenant from a pallet of colors provided by Landlord.
 - Paint entire leased premises, with colors chosen by Tenant.

- Improve bathrooms to provide two handicapped accessible bathrooms and stub in plumbing for a safety shower.
5. Notwithstanding any other provisions of this Lease, Landlord agrees to the following:
- Allow Tenant to install and maintain signage on the building exterior. The broker's signs will be removed once contingencies have been removed from the Lease.
 - The Landlord shall allow the Tenant to use roof top for science lab, 20' x 20' deck, 20' x 20' greenhouse, solar panels, wind turbines, weather equipment, vegetable garden and cell tower at no additional rent. This will be contingent upon the following criteria:
 - 1 All permits and construction cost and damage repairs will be paid by the Tenant.
 - 2 The Tenant is responsible for an engineer to stamp the roof structure as safe to carry weight loads, etc.
 - 3 The integrity of the structure and weather tight roofing must not be compromised.
 - 4 Major safety measure must be implemented according to all local, state and federal codes.
 - 5 Liability and life safety insurance must be in place before anyone enters the roof. This insurance must name Rufus Deering Lumber Company as a co-insurance party. The insurance needs to be on the structures as well. The Tenant will submit yearly insurance certificates stating that this insurance remains in effect.
 - 6 A safe entrance to the roof is the responsibility of the Tenant.
 - 7 The integrity of the rubber membrane roof must be protected by properly built walkways to all decks, science station, greenhouse, etc.
 - 8 When the Tenant's lease has expired and the Tenant is vacating the premises all structures must be taken down and the roof must be in the same good condition it is in now, prior to work done by the Tenant relative to the roof.
 - 9 Final plans for the roof top science lab to be mutually agreed upon by Tenant and Landlord by June 15, 2013; provided that Tenant may elect to postpone such date from time to time.
 - 10 Tenant shall pay for all permitting, construction and insurance for the Rooftop Science Station
6. In addition:
- Landlord shall provide area for Tenant's dumpster. Tenant shall provide its own janitorial services. Tenant shall be responsible for cleaning and maintaining any common areas.
 - Landlord shall repair the leaking around the chimney area upon the execution of the Lease.

SEEN AND AGREED TO:

LANDLORD:

RUFUS DEERING COMPANY

By: 

Its: SRVP

Date: 3/9/13

TENANT:

BAXTER ACADEMIES OF MAINE

By: 

Its: Chair

Date: 3/9/13



Baxter Academy
for Technology and Science

Updates on Transportation, Food, and Custodial Services

Transportation. We have contacted three local bus companies to determine the cost and feasibility of transporting students to and from Baxter Academy. These include:

- 1) Custom Coach
- 2) Ledgemere Transportation
- 3) First Student Transportation

As of March 23, Custom Coach and Ledgemere had presented quotes for their services¹. The quote consisted of three daily routes to the school, including:

Route	Custom Coach	Ledgemere
Northern Route (Topsham-Portland)	\$68,400	\$52,500
Western Route (Windham-Portland)	\$63,000	\$52,500
Southern Route (Kennebunk-Portland)	\$64,000	\$52,500

On March 21, 2013, a survey was sent to families to determine their transportation needs (survey included).

We are scheduled to meet on March 27, 2013, with Corey Tracy of Regional Transportation Program (RTP) to learn more about bussing and a potential partnership with the two organizations.

Food Services. Local Sprouts had been identified as providing lunch for Baxter students. The status of that proposal is being reviewed with Local Sprouts at this time.

Custodial Services. Estimates for Custodial Services will be more accurate as the renovations are underway and the scope and specifics of the work are clarified. In consultation with our contractors, we will immediately determine a timeframe for entertaining quotes.

¹ Ledgemere's is a verbal quote and an educated estimate. A written quote is forthcoming and may have some modifications.

Transportation Survey for Baxter Academy

Dear Parents of Baxter Students,

We are so pleased that your student chose to apply to Baxter Academy. As we prepare for next fall, one of our immediate priorities is to assess how students will be transported to and from school. Since our school draws from a wide geographic area, neighborhood-to-school transportation will not be economically feasible. However, we wish to help facilitate a transportation plan that works for every student.

We would like to encourage families, when possible, to come up with their own transportation plans through carpooling, commuting with a relative or neighbor to Portland, or using public transportation. Parents should plan to drop off their students no later than 8 a.m. each morning. The school day ends at 2p.m., but the building will remain open to students until 5 p.m. for planned extracurricular activities and quiet study time. Please note that Baxter Academy has an open-campus policy and will not be responsible for monitoring students' whereabouts outside of classroom hours. For those indicating an interest in carpooling, we will be facilitating the sharing of contact information among Baxter families within your town. (Do not check this option below if you do not want your contact information shared with other parents.)

When transportation becomes a key issue to a student's ability to attend the school, we will work towards finding solutions. This may possibly include some form of group transportation sponsored by the school from certain designated hubs. We are trying to determine which hubs would be helpful to students who absolutely need this option.

Please help us by taking a few moments to fill out this form no later than March 24, 2013.

*** Required**

Student name(s): *

Weekday address of student(s):

Daytime telephone number where parent can be contacted in case additional information is needed: *

How likely would your student be to commute daily with a parent, relative, or neighbor? *

1 2 3 4 5

not an option very likely

How likely would your student be to walk or ride a bike to school? *

1 2 3 4 5

not an option very likely

How likely would your student be to use the metro bus system? *

1 2 3 4 5

not an option very likely

How willing are you to share transportation with other parents in a carpool? *

1 2 3 4 5

not an option very likely

How likely are you to choose one of the transportation options described above? *

1 2 3 4 5

highly unlikely very likely

If you don't have your own transportation, which of the following hubs (usually placed at a parking lot off a main thoroughfare) would be accessible to you?

- Kennebunk
- Saco/Biddeford
- Gray
- Windham
- Topsham
- Freeport
- Yarmouth
- Other:

Submit



Baxter Academy
for Technology and Science

Advisory Board and Board of Director Liaisons Baxter Academy for Technology and Science

Name	Affiliation	Strategic Resource alignment	Board liaison
Jonathan Amory	Engineering Teacher, Freeport High School	Teaching and Learning: <i>Curriculum development, Robotics/Engineering program consultant</i>	Allison Crean Davis
Darrell Davis, MBA, Finance	Field Service Representative, FM Facilities Maintenance	Infrastructure: <i>Renovations and Facilities Maintenance</i>	Peter Morrison
	Former Risk Management Officer, Bank Boston	Finance & Development <i>Operations</i>	Peter Montano
Ruth Dean	Leader, Friends of Baxter Academy parents' group	Human Capital: <i>Parent involvement</i>	Kelli Pryor
Chelsea H. B. DeLorme, M.Ed.	Editor + Coordinator, Creative Portland; private consultant	Human Capital: <i>Community outreach and communications</i>	Kelli Pryor
Andy Graham, MPPM	Chief Innovation Officer, DesignTex	Instructional Resources: <i>Innovation & Design</i>	TBD
Kelli Keliehor	Homeschooling parent	Human Capital: <i>Family liaison; homeschooling outreach; communications</i>	Kelli Pryor
Mark Lapping, PhD	Distinguished Professor, Edmund S. Muskie School of Public Service; author	Teaching and Learning: <i>Program development</i>	Allison Crean Davis
Laurie McCammon	Co-Founder and Co-Author, <i>We Are Enough</i>	Human Capital: <i>Volunteer coordination</i>	Kelli Pryor
Robin Monahan	Parent	Instructional Resources: <i>Art community outreach</i>	TBD
Peter Moxhay	Math teacher, Portland High School	Teaching and Learning: <i>Curriculum development</i>	Allison Crean Davis
Rachel Rodrigues	Homeschooling parent	Human Capital: <i>Family liaison; communications</i>	Kelli Pryor
Andrew Rosenstein, MFA	Founder of TechPort <i>Computer consultant</i>	Instructional Resources: <i>Instructional technology</i>	TBA
Steve Schiffman, PhD, MS	Professor Emeritus, Olin College	Teaching and Learning <i>Academic program consultant</i>	Allison Crean Davis
Julie Wilson, M.Ed.	Founder + Executive Director, Institute for the Future of Learning	Teaching and Learning <i>Innovative learning consultant</i>	Allison Crean Davis

March 21, 2013

Dear Maine Charter School Commission,

I submit this letter of endorsement and enthusiastic support for Baxter School for Technology and Science. I am a parent of an incoming student. We couldn't be more excited about the school, especially since getting to know the high quality and dedicated board and experiencing the overwhelming excitement of students and parents at last week's Open House.

I have been volunteering for the school since the start of the year, motivated to do so because I have a professional background in designing and managing large volunteer programs for youth-serving organizations and a Masters Degree in Adult Education, Training and Development. My commitment to Baxter is to help mobilize a team of volunteers to put in place a volunteer program for the school, including setting up the recruitment, intake, screening, orientation and feedback process. Our vision and goal is for the high level of community engagement to be one of distinguishing elements of a Baxter education. We have had no problem whatsoever attracting top notch, enthusiastic parent volunteers offering to do everything from tutoring to office work, event planning to administrative tasks, helping with student projects to donating artwork and equipment. My starting committee seems to grow daily by word of mouth, currently at 32 participants. I think this is remarkable. I have never before experienced this level of community commitment and enthusiasm in any program in which I have been involved. I am certain this can be leveraged in multiple ways to help provide a solid foundation for the school well before it opens in the fall. We already have plans for fundraising events as well as for building relationships with area businesses.

Since the parents have been given the opportunity to engage in the school, I cannot tell you what a difference I have noticed. I can't help but feel that coming through the challenges has strengthened the school and brought it together as a real and mobilized community. The board has set a stellar precedent for teamwork, perseverance, innovation and passion which is truly infectious. I have utmost faith in them.

I heartily thank you for your strong support of our school and I hope we can count your continued support. I say "our" school, because the parents I've spoken with and I already have begun feeling this is what it is to us and our teens. We are committed. We clearly see the difference this school will make in our children's lives and how needed innovative, project-based, hands-on education is to our children and to the future of our nation. In my family's

case, the STEM focus is also key to our interest. At Scarborough High School there is only the bare minimum number of offerings for our son who shows great initiative, aptitude and passion for computer technology and audio and video engineering. At Baxter, we know he will get the support and encouragement he will need to explore his interest and potential.

Thank you for your continued support and faith in our school. I am very confident that our school will make you proud.

Thank you,
Laurie McCammon, MSAEd
Author, United Nations CSW Delegate, Former Nonprofit CEO &
Training Director

Letters of Support from Parents

Received by the Board following a parent request on Facebook

Dear Board of Directors of Baxter Academy,

I am writing this letter of commitment and support of Baxter Academy. My daughter, who will be a sophomore next year, has applied and is very excited about this new opportunity. Specifically, she is interested in the custom/personalized programming and the hands on experience that this STEM school can offer. She is also attracted to the community partnerships with other organizations such as MECA, USM and the Maine Medical Center. The Flex Friday will offer her time to work in depth on her own passions and later go with her in the form of a portfolio as she heads into the college application process. It is without hesitation that this family supports the Baxter Academy and believe that it will enhance the quality of education for Maine students. If you should have any further questions please do not hesitate to ask~call 720-0813.

Respectfully,
Robin Monahan

Members of the Charter Commission,

My name is Kelli Keliehor from Gorham Maine. My daughter, Brianna Keliehor, will be a part of the Freshman class this fall. We have been enthusiastic supporters of Baxter Academy for well over a year now. We have attended numerous Charter Commission meetings in Augusta, Brianna spoke at a Press Conference and she has attended multiple Baxter photo/promotional video shoots. Brianna's image has appeared on Baxter Academy marketing materials to include recruitment posters, the old website and the old Facebook page. She has attended (and thoroughly enjoyed) every enrichment class offered to date. As a parent supporting my daughter in her educational needs, I have actively served on the Advisory Board, Marketing Committee and the Volunteer Committee. As one of the Founding

Families of Baxter Academy, we continue to be strong advocates for the school.

Thank you for allowing our children to have this wonderful opportunity. We can't wait to attend come fall!

Sincerely,

Kelli Keliehor & Family
22 Newell St.
Gorham, ME 04038
kkeliehor@yahoo.com

Dear Charter Commissioners,

I have been a Baxter Academy supporter since they first applied for a charter. I am hoping to attend Baxter Academy as a freshman in 2013. As a future student, I have full trust that the school will be academically engaging. I feel they will nurture teens love for learning by offering a hands-on, project based learning environment.

Thank you so much for making this possible for all the future students.

Brianna Keliehor.

Kelli,

As my daughter heads out to school this morning telling me about the drugs on the bus, her honors teacher that assigns the next session and sits at their desk drinking coffee, and the social

injustice at her school... I am so hopeful and thankful for Baxter Academy.

Abby will be a sophomore this fall and she is so excited to be a part of the first graduating class. She is going from a class size of over 300 to under 100. The personal attention she is going to be able to receive in the areas that she is most excited about gives us goosebumps! Her dream of becoming a doctor is going to be more realistic with the STEM based education she is going to be receiving at Baxter Academy.

I want to personally thank you and the board for working so hard and giving this opportunity to my daughter.

Thank-you,
Angie Stokes
Mother of Abigail Stokes

My son will be attending Baxter Academy this fall and we look forward to a fresh start at a new school. I am thinking that a more hands-on approach to learning is just what he needs.
Diana Skvorak

We, Mary and Norman Gagnon intend to send our son, Gabriel N. Gagnon, to Baxter Academy for Technology and Science September 2013. Gabriel will be a sophomore.

Very truly,

Mary S. Gagnon
Auburn

March 22, 2013

Dear Charter Commission Members,

I am a parent of a prospective student of Baxter Academy and am writing to express my support for the school and the Board of Directors.

Even with the recent changes, our family still has a strong commitment to the school and my daughter is excited to attend Baxter Academy in September.

Sincerely,
Rachel Rodrigues

To the Charter Commission:

The Baxter Academy for Technology & Science promises an excellent educational alternative for those of us whose children are fascinated by science, engineering and other technical fields, and whose learning styles require a significant hands-on component in their studies. Baxter's integrative approach combining classroom and project-based work will engage and motivate our high-school age students in a way that more traditional schools cannot achieve. I strongly support Baxter's mission and I urge you to do the same.

Sincerely,

Jason Scher
Westbrook, ME

I am a mother of 3 very different teenagers who attend high school in southern Maine. Our students are in great need of educational alternatives that often times the public school system is unable to meet. Baxter Academy will give our kids a wonderful opportunity to learn in an environment that uses real world applications so our kids will be ready upon graduation to enter college and the workplace with valuable skills that our public schools just do not address in my opinion. Students will know how to work successfully with their peers, how to work through a project and be accountable for their contribution, how to present that work and how it effects all aspect of the project. Students will be encouraged to "think outside of the box" to solve real world applications, not out of the text book scenarios on a piece of paper. They will be able to see, hear and touch the out come of their work and appreciate their contributions and gain valuable self confidence in their individual gifts.

I agree that Charter Schools may not be the best environment for all students, just as our public schools are not the best environment for all students....that is why we despretly need both.

Sincerly,

Angella Spugnardi

My husband and I support Baxter Academy and we look forward to our son Aaron being a part of the charter's first freshman class this fall.

Susan B. Hyde, M.Ed
Harpwell



Baxter Academy
for Technology and Science

Hiring Plan: Baxter Academy for Technology & Science

Schedule

This is a current schedule, and we are on track to meet these dates as of 3/21/13.

Strategy	Target Completion Date
Resumes uploaded and shared with Hiring committee	Done, 3/20/13
Resumes undergo initial review - candidates sent an acknowledgement letter and a request to confirm continued interest	March 29
Top candidates chosen and interviews scheduled	April 5
Candidates interviewed	Week of April 15th
Final candidates notified, any follow up or extra interviews held	Week of April 22
Decisions made and either teachers hired or additional candidates sought or interviewed	May 3
All applicants will be notified in writing of our decisions and thanked for their interest in Baxter Academy	May 10

Process

The hiring committee consists of four individuals: Michele LaForge in her role as Head of School in charge of Instruction; Jon Amory in his role as one of the key developers of Baxter's curriculum and an experienced STEM teacher; Allison Crean Davis as educational consultant and member of the board; and a parent, representing those we serve. In future years, a student will likely be included on most hiring committees.

Jon Amory and Michele LaForge are reviewing all resumes and depending on the field of study are prioritizing top candidates by relevant experience, commitment to and understanding of project-based, STEM, or technologically driven learning, philosophy of teaching, and breadth of interests and outside experience.

A brief overview of applications at present

First, the last few weeks have seen an upswing in interest in applying to Baxter Academy as a teacher. In addition to the 200+ resumes already submitted, then, there are more coming.

Social Studies

Out of 41 resumes, there are 8 candidates who have been rated outstanding in terms of relevant teaching experience (3-7 years of teaching in a rigorous, project-based or charter school setting; commitment to integrated and cross disciplinary learning demonstrated through breath of outside experiences, interests, and employment). Top candidates' applications will now be reviewed by others on the hiring committee and 2-4 candidates will be selected out for interviews.

English

We are currently reviewing 25 resumes and will provide an update on Monday, March 25 as needed.

Art

Out of the 24 resumes, 6 rate high and 2 rated outstanding in terms of relevant teaching experience (3-7 years of teaching in a rigorous, project-based or charter school setting; commitment to integrated and cross disciplinary learning demonstrated through breath of outside experiences, interests, and employment, strong digital media experience in photo and video editing). Top candidates' applications will now be reviewed by others on the hiring committee and 2-4 candidates will be selected out for interviews.

Chemistry

Out of 20 resumes, 4 rated high in terms of relevant teaching experience (3-7 years of teaching in a rigorous, project-based or charter school setting; commitment to integrated and cross disciplinary learning demonstrated through breath of outside experiences, interests, and employment, and knowledge of chemistry). The problem with this applicant pool is that most were biology majors or teachers and those with the strongest teaching experience had the least chemistry experience and vice versa. The Top candidates' applications will now be reviewed by others on the hiring committee and 2-4 candidates will be selected out for interviews.

SUMMARY SHEET

This summary sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the Maine Rules of Court or by law. This form is required for the use of the Clerk of Court for the purpose of initiating or updating the civil docket. (SEE INSTRUCTIONS ON REVERSE)

I. County of Filing or District Court Jurisdiction: Cumberland County

II. CAUSE OF ACTION (Cite the primary civil statutes under which you are filing, if any.) *Pro se* plaintiffs: If unsure, leave blank.

III. NATURE OF FILING

- Initial Complaint
- Third-Party Complaint
- Cross-Claim or Counterclaim
- If Reinstated or Reopened case, give original Docket Number _____
(If filing a second or subsequent Money Judgment Disclosure, give docket number of first disclosure)

IV. TITLE TO REAL ESTATE IS INVOLVED

V. MOST DEFINITIVE NATURE OF ACTION. (Place an X in one box only) *Pro se* plaintiffs: If unsure, leave blank.

GENERAL CIVIL (CV)

- | | | |
|---|---|--|
| <input type="checkbox"/> Personal Injury Tort | <input type="checkbox"/> Contract | <input type="checkbox"/> Other Forfeitures/Property Libels |
| <input type="checkbox"/> Property Negligence | <input type="checkbox"/> Contract | <input type="checkbox"/> Land Use Enforcement (80K) |
| <input type="checkbox"/> Auto Negligence | <input type="checkbox"/> Declaratory/Equitable Relief | <input type="checkbox"/> Administrative Warrant |
| <input type="checkbox"/> Medical Malpractice | <input checked="" type="checkbox"/> General Injunctive Relief | <input type="checkbox"/> HIV Testing |
| <input type="checkbox"/> Product Liability | <input type="checkbox"/> Declaratory Judgment | <input type="checkbox"/> Arbitration Awards |
| <input type="checkbox"/> Assault/Battery | <input type="checkbox"/> Other Equitable Relief | <input type="checkbox"/> Appointment of Receiver |
| <input type="checkbox"/> Domestic Torts | <input type="checkbox"/> Constitutional/Civil Rights | <input type="checkbox"/> Shareholders' Derivative Actions |
| <input type="checkbox"/> Other Negligence | <input type="checkbox"/> Constitutional/Civil Rights | <input type="checkbox"/> Foreign Deposition |
| <input type="checkbox"/> Other Personal Injury Tort | <input type="checkbox"/> Statutory Actions | <input type="checkbox"/> Pre-action Discovery |
| <input type="checkbox"/> Non-Personal Injury Tort | <input type="checkbox"/> Unfair Trade Practices | <input type="checkbox"/> Common Law Habeas Corpus |
| <input type="checkbox"/> Libel/Defamation | <input type="checkbox"/> Freedom of Access | <input type="checkbox"/> Prisoner Transfers |
| <input type="checkbox"/> Auto Negligence | <input type="checkbox"/> Other Statutory Actions | <input type="checkbox"/> Foreign Judgments |
| <input type="checkbox"/> Other Negligence | <input type="checkbox"/> Miscellaneous Civil | <input type="checkbox"/> Minor Settlements |
| <input type="checkbox"/> Other Non-Personal Injury Tort | <input type="checkbox"/> Drug Forfeitures | <input type="checkbox"/> Other Civil |

CHILD PROTECTIVE CUSTODY (PC)

- Non-DHS Protective Custody

SPECIAL ACTIONS (SA)

- Money Judgment**
- Money Judgment Request Disclosure

REAL ESTATE (RE)

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Title Actions | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Misc. Real Estate | <input type="checkbox"/> Nuisance |
| <input type="checkbox"/> Quiet Title | <input type="checkbox"/> Foreclosure (ADR exempt) | <input type="checkbox"/> Equitable Remedies | <input type="checkbox"/> Abandoned Roads |
| <input type="checkbox"/> Eminent Domain | <input type="checkbox"/> Foreclosure (Diversion eligible) | <input type="checkbox"/> Mechanics Lien | <input type="checkbox"/> Trespass |
| <input type="checkbox"/> Easements | <input type="checkbox"/> Foreclosure - Other | <input type="checkbox"/> Partition | <input type="checkbox"/> Other Real Estate |
| <input type="checkbox"/> Boundaries | | <input type="checkbox"/> Adverse Possession | |

APPEALS (AP) (To be filed in Superior Court) (ADR exempt)

- Governmental Body (80B)
- Administrative Agency (80C)
- Other Appeals

VI. M.R.Civ.P. 16B Alternative Dispute Resolution (ADR):

- I certify that pursuant to M.R.Civ.P. 16B(b), this case is exempt from a required ADR process because:
 - It falls within an exemption listed above (i.e., an appeal or an action for non-payment of a note in a secured transaction).
 - The plaintiff or defendant is incarcerated in a local, state or federal facility.
 - The parties have participated in a statutory prelitigation screening process with _____
 - The parties have participated in a formal ADR process with _____ (name of neutral) on _____ (date).
 - This is a Personal Injury action in which the plaintiff's likely damages will not exceed \$30,000, and the plaintiff requests an exemption from ADR.

VII. (a) PLAINTIFFS (Name & Address including county)
or Third-Party, Counterclaim or Cross-Claim Plaintiffs
 The plaintiff is a prisoner in a local, state or federal facility.

Baxter Academies of Maine
54 York Street
Portland, Cumberland County, Maine

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) If all counsel listed do NOT represent all plaintiffs,
(If *pro se* plaintiff, leave blank) specify who the listed attorney(s) represent.

Joshua R. Carver, Bar No. 4332
Carver Law, LC
443 Congress St., 5th Floor
Portland, Maine 04101
207.517.6811

VIII. (a) DEFENDANTS (Name & Address including county)
and/or Third-Party, Counterclaim or Cross-Claim Defendants
 The defendant is a prisoner in a local, state or federal facility.

John A. Jaques
6 Mann Rd.
Freeport, Maine 04032

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number)
(If known)

If all counsel listed do NOT represent all
defendants, specify who the listed attorney(s)

IX. RELATED CASE(S) IF ANY _____
Assigned Judge/Justice _____ Docket Number _____

Date: March 8, 2013

Joshua R. Carver, Esq.
Name of Lead Attorney of Record or *Pro se* Party


Signature of Attorney or *Pro se* Party

STATE OF MAINE
Cumberland, ss

SUPERIOR COURT
CIVIL ACTION DOCKET NO:

BAXTER ACADEMIES OF
MAINE,

Plaintiff

v.

JOHN A. JAQUES,

Defendant.

VERIFIED COMPLAINT

(Injunctive Relief Requested)

Plaintiff, Baxter Academies of Maine, by and through its undersigned counsel complains against Defendant John Jaques as follows:

Parties

1. Baxter Academies of Maine (“Baxter Academy” or the “School”) is a Maine nonprofit corporation recognized by the IRS as a 501(c)(3) organization, with its principal place of business in Portland, County of Cumberland and State of Maine and is preparing to open a college-preparatory public charter high school.

2. John A. Jaques is now or formerly was a resident of Freeport and was previously employed by Baxter Academy as its executive director.

Jurisdiction and Venue

3. This court has jurisdiction over the subject matter of this lawsuit pursuant to 4 M.R.S.A. § 105.

4. The Court has personal jurisdiction over the defendant in this lawsuit insofar as he is a resident of the State of Maine.

5. Venue in this lawsuit is proper in Cumberland County, Maine, pursuant to 14 M.R.S.A § 501.

Allegations as to All Accounts

Baxter Academy

6. Baxter Academy is preparing to open a public charter high school, located in Portland.

7. A public charter school, such as Baxter Academy, is a self-governing public school, attendance at which is open to any student in the State.

8. Admission to Baxter Academy is by lottery if there are more applications than spots available, thus ensuring that enrollment at the school is non-selective and non-discriminatory.

9. As with traditional public schools, charter schools are publicly funded.

10. Typically, as is the case with Baxter Academy, public funds do not cover the entire cost of operating the school, and charter schools rely on additional funding from grants and donations.

11. Baxter Academy intends to be a rigorous, college-preparatory high school with a science, technology, engineering, and

math (commonly referred to as “STEM”) project-based interdisciplinary curriculum.

The Termination of John Jaques

12. On or about February 22, 2013 the Board determined that it was in the best interest of the School to replace Jaques as the executive director.

13. This decision was made after the Board learned that certain finances represented by Jaques within Baxter Academy’s charter application were never put in place.

14. Without such proper financing, the school would fail to meet one of the key requirements necessary to sign its charter contract and open in September 2013 for classes.

15. Final charter contract negotiations with the Maine Charter School Commission (the “Commission”) were scheduled to occur on February 28, and the contract was to be executed following the Commission’s meeting on March 5.

16. Thereafter, in an effort to reach an amicable severance agreement, Baxter Academy engaged in negotiations with Jaques between February 25 and March 7, during which Mr. Jaques refused to speak with the members of the School’s board of directors, even in presence of his attorney.

17. Despite its good faith efforts to settle with Jaques, Baxter Academy was not able to reach a severance agreement that was in the best interest of the School.

18. On February 23, 2013 Baxter Academy instructed Jaques to cease acting or communicating on behalf of the School.

19. Despite this instruction, Jaques continued acting on behalf of the School by, *inter alia*, maintaining and exercising control over the school's property, attending meetings on behalf of the School, posting to its Facebook page, and editing and revising the content of its website. Such actions have continued until today, when Jaques apparently deleted (or removed) the School's page from Facebook.

20. Thereafter, on March 7, 2013, Baxter Academy formally terminated Jaques as executive director and demanded that he return all of Baxter Academy's property and that he relinquish control of the School's website and Facebook page. *See* Correspondence to Jaques attached hereto as *Exhibits A and B*

21. On the day he was terminated, Jaques was asked whether Baxter Academy would be able to open without him. He responded:

I don't see how it could happen, if the public knew the whole story. If the parents understood, they wouldn't choose (Baxter). I couldn't live with myself if people weren't aware that this school is not the school they thought it was when they signed that letter of intent. ... *I hope the school is not a school of choice for very many people.*

Baxter Academy's top exec ousted by board, PORTLAND PRESS HERALD, March 8, 2013, p. 1 (attached hereto as *Exhibit C*) (emphasis added).

22. As of the filing of this Complaint, Jaques has not substantively responded to the School's demands that he return its property which, as described, *infra*, is critical to its continued operation and hopes of welcoming its first students in September 2013.

23. Jaques had been holding such property as leverage over the school during severance negotiations, and now continues to hold it with no justification.

Letters of Intent

24. Baxter Academy is a public charter school, operating under the Laws of the State of Maine.

25. The School is required by law to admit (or, if the applications exceed capacity, select by lottery) all students who submitted a letter of intent to enroll signed by a prospective student's parent (the "Letter") by the announced deadline of March 1. *See* 05-071 C.M.R. Ch. 140 § 3(2)(B) and (C).

26. On February 28, 2013, the eve of this deadline, Jaques was asked by Baxter Academy to turn over the signed Letter he had received and, through his attorney, he agreed to delivery them to Preti Flaherty at 8:30 a.m. on March 1.

27. Although Jaques delivered 144 Letters to Preti Flaherty on March 1, he later indicated by e-mail to the Commissioners (on March 6) that he was still in possession of at least three letters.

28. Thereafter, on March 7, Jaques delivered an additional five Letters to Preti Flaherty, bearing dates ranging from January 9 through March 1.

29. Until very recently, Jaques exercised complete control over Baxter Academy's mail; thus the School has no way of knowing if he has turned over all Letters.

30. Because Jaques failed to deliver all Letters on March 1, Baxter Academy is concerned that he has still not delivered all Letters.

31. To comply with the Maine Public Charter School Act, 20-A M.R.S.A Ch. 112, Baxter Academy must perform due diligence to confirm that the School is aware of all Letter that were submitted.

32. To date, Jaques has not indicated whether he has turned over to the Board all Letters in his possession, custody, or control.

Teacher and Staff Applications

33. Baxter Academy must notify students of their right to enroll by April 1. *See* 05-071 C.M.R. Ch. 140 § 3(2)(C)(1).

34. Once students are notified of their right to enroll, accepted students have 14 days to submit a commitment to enroll form signed by a parent or guardian.

35. During discussions with the School's Chair this week, the Chair of the Commission pressed the school to provide this notification as soon as possible.

36. To enable prospective students to make an informed choice about whether to attend Baxter Academy, the School needs to begin hiring teachers immediately, before it notifies students of their right to enroll.

37. By having teachers in place before the 14-day enrollment window, students and their parents will be able to better evaluate the school and make an informed decision as to whether to enroll.

38. Without any teachers in place during the 14-day enrollment period, Baxter Academy will be at a significant disadvantage in achieving its enrollment goals—goals which are necessary for it to open for its inaugural year in September 2013.

39. Without the teacher applications, currently in Jaques' possession, the School cannot move forward with hiring teachers.

Phone Lines (landline and mobile), E-mail Accounts, Web Domain and Content, Facebook Page, Google Docs

40. The School's primary means of communicating with the public (and its prospective students and their families) has been through its website (baxteracademy.org) and its Facebook page (www.facebook.com/BaxterAcademy).

41. Jaques has retained control of these online assets, despite the School demanding that he turn over access to them in the days leading up to, and again after, his termination.

42. During the past week, Jaques has terminated the access rights of other members of the School community who previously were able to post material on the School's website and Facebook page.

43. Earlier this week, despite having been instructed not to act or communicate on behalf of the school, Jaques removed information from the School's website.

44. For example, with the exception of the first sentences, he deleted all of the biographical information about the School's directors. *Cf., Exhibit D and Exhibit E*

45. Yesterday, Jaques took down the entire Baxter Academy website and replaced both the home page and all internal pages with a self-serving press release, issued in his individual capacity, regarding the circumstances of his termination. *See Exhibit F*

46. Yesterday, Jaques likewise posted a similar statement in his individual capacity regarding the termination on the School's Facebook page.

47. Subsequent to this posting, Jaques has deleted Facebook comments from the public that were supportive of the Board's decision

to terminate him, while leaving on the School's Facebook page comments critical of the Board's decision. *Cf., Exhibit G and Exhibit H.*

48. As of 6:45 a.m. on Friday, March 8, there were nine comments supporting Jaques and critical of the Board's decision, and no comments in favor of his termination.

49. Thereafter, Jaques removed the School's page in its entirety from Facebook.

50. By his actions with respect to the School's website and Facebook page, Jaques has seized control of the School's primary means of communicating with the public.

51. Instead of the School being able to use its website and Facebook page as communication tools, Jaques is using and has used the platforms to convey his own message, in such a way that the messages appear to be coming from the School itself.

52. As long as he has control of such communication tools, Jaques has the opportunity to (and may already have begun to) permanently and irreparably harm Baxter Academy and its reputation.

53. Jaques similarly has control over all School telephone numbers and email accounts.

54. Yesterday, the Commission's Executive Director, Robert Kautz, told a member of the School's board of directors that a Maine

school district superintendent had been informed by some of his students that their attempts to communicate with the School had failed.

55. The superintendent further informed Mr. Kautz that he tried to contact the School himself, and his messages had not been returned.

56. Jaques' control of the School's e-mail addresses and telephone numbers is preventing the School from conducting its day-to-day business, and communicating with potential students and the public.

Existing Electronic Information, Including Voicemail Messages, E-mails, Google Doc Files, and Other Electronic Data

57. Many important Baxter Academy documents and files are maintained in the "Cloud" via the School's Google Docs account.

58. Jaques has retained control of the School's Google Docs account and thus all files and documents stored therein.

59. Within the past week, Jaques has terminated the Google Docs account access rights of other members of the School community, including members of the Board and the Advisory Council. Consequently, the School has no access to documents that are critical to its ongoing operations.

60. Two such documents are spreadsheets containing information (including contact information) that prospective students provided by means of an online application form.

61. One such document is a spreadsheet for incoming freshmen and the other is a spreadsheet for incoming sophomores.

62. Without access to these files, and the information contained in these files, the School cannot contact some of its prospective students.

63. Jaques likewise has retained control of the School's e-mail accounts, telephone numbers, and voice-mail boxes.

64. Without immediate access to such accounts, the School cannot communicate with those who have contacted or are seeking to contact the School.

Paper Records, Including Contracts, Bills, Receipts, Quotes, and Estimates; All Information Pertaining to Baxter Academy's Current Liabilities and Upcoming Obligations

65. Jaques has retained possession of an unknown amount of the School's hard-copy records.

66. On information and belief, these records include certain of the School's contracts, bills, receipts, quotes, and estimates, as well as information concerning its current liabilities and upcoming obligations.

67. Baxter Academy needs immediate access to these documents so that it may satisfy its obligations.

68. Bills may be coming due and going unpaid each day, without the School's knowledge, causing it to potentially incur significant late-payment penalties.

69. In addition, a complete accounting of Baxter Academy's liabilities and obligations is needed in order for the School to assess its progress towards numerous pre-opening tasks.

70. Such tasks must be completed so that the School can open on September 3, 2013. However, because Jaques has retained possession of such records, the School's hands are tied.

COUNT I
Conversion

71. Baxter Academy repeats and realleges each and every allegation contained in Paragraphs 1 through 70 of this Complaint as if fully set forth herein.

72. Baxter Academy is the owner of the following property:
- a. All Letters of Intent to enroll signed by parents of prospective students of Baxter Academy;
 - b. All corporation files, documents, records, and plans;
 - c. Mobile telephones;
 - d. Computers and related hardware and software;
 - e. Keys to the school premises;
 - f. Teacher and staff applications;

- g. All phone lines, e-mail accounts, web domains, Facebook pages, Google Doc accounts, or any other electronic or internet accounts or services;
- h. All existing electronic information, including voicemail messages, e-mails sent and received, Google Docs documents, and any other computer data whether stored on local media or by “cloud” computing;
- i. All paper records, including contracts, leases, bills, receipts, invoices, quotes and estimates; and
- j. All information pertaining to current liabilities and upcoming obligations

73. Jaques has no ownership interests in the property identified in paragraph 72 of this Complaint.

74. Jaques intentional misappropriation and use of said property constitutes conversion.

75. As a direct consequence of Jaques’ conversion as alleged in Paragraph 74 of this Complaint, Baxter Academy has sustained and will continue to sustain substantial irreparable damages and harm for which there is no adequate remedy at law.

COUNT II
Breach of Fiduciary Duty

76. Baxter Academy repeats and realleges each and every allegation contained in Paragraphs 1 through 75 of this Complaint as if fully set forth herein.

77. By virtue of his status as the executive director of Baxter Academy, Jaques owed a strict common law fiduciary duty to Baxter Academy to promote its best business interests, to conduct himself in an ethical and honest manner, and not to convert its property to the detriment of Baxter Academy.

78. By virtue of the conduct alleged in this Complaint, Jaques breached his fiduciary duties to Baxter Academy referred to in Paragraph 77, above.

79. As a direct consequence of Jaques' breach of his fiduciary duties to Baxter Academy as alleged in Paragraph 78 of this Complaint, Baxter Academy has sustained and will continue to sustain substantial irreparable damages and harm for which there is no adequate remedy at law.

COUNT III
Constructive Trust

80. Baxter Academy repeats and realleges each and every allegation contained in Paragraphs 1 through 79 as if fully set forth herein.

81. By virtue of the conduct alleged in this Complaint, Jaques holds the property of Baxter Academy identified in Paragraph 72 as a constructive trustee for the benefit of Baxter Academy.

82. Baxter Academy has demanded of Jaques that he deliver to Baxter Academy all of the property identified in Paragraph 72, but Jaques has refused.

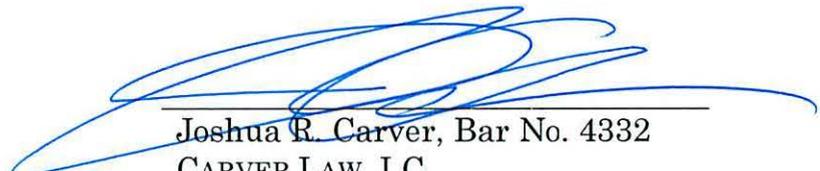
WHEREFORE, for relief on the Counts alleged in this Complaint,

Baxter Academy demands judgment against John Jaques as follows:

- a. Temporary, preliminary, and permanent injunctive relief requiring John Jaques to deliver to Baxter Academy all of the property, and supply access to all of the accounts (*e.g.*, Facebook, website, Google Docs, etc.) identified in paragraph 72;
- b. Monetary relief against John Jaques for such sums as will fully compensate Baxter Academy for its damages;
- c. Punitive damages to deter Jaques and others similarly situated from engaging in the aggravated and egregious behavior alleged in the Complaint; and
- d. Baxter Academy's costs of court and such other and further relief as the court deems necessary or in interests of justice require.

Dated: March 8, 2013

Respectfully submitted,



Joshua R. Carver, Bar No. 4332
CARVER LAW, LC
443 Congress St., 5th Floor
Portland, Maine 04101
207.517.6811

VERIFICATION

I, Leonard Cole, having been first duly sworn on oath, states that I am a member of the Baxter Academies of Maine Board of Directors, and that I have read the allegations set forth in the Verified Complaint, and that they are true to the best of my knowledge, information, and belief, and, so far as upon information and belief, I believe such information to be true.

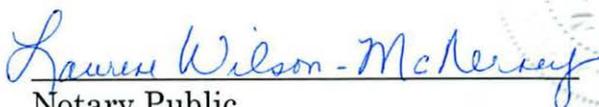


Leonard Cole
Member, Board of Directors
Baxter Academies of Maine

Dated: March 8, 2013

Subscribed and sworn to me this 8th day of March, 2013

Before me,



Notary Public

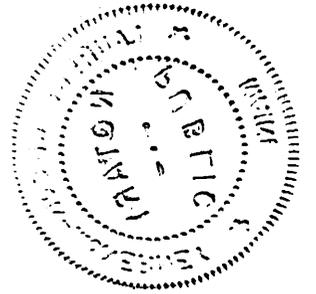
Printed Name: _____

LAURENE WILSON-McNERNEY
Notary Public, Maine
My Commission Expires July 19, 2017



THE COMMISSION EXHIBIT 110 2011
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PITRENE ANZONI MARSA

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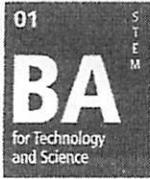
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EXHIBIT A



Baxter Academy
for Technology and Science

March 7, 2013

BY EMAIL COMMUNICATION AND CERTIFIED MAIL

Mr. John Jaques
6 Mann Road
Freeport, ME 04032

RE: Notice of Termination and Demand for Property

Dear John:

We understand that you are no longer represented by Attorney Reben and are thus sending this to you directly.

In my capacity as the Chair of the Board of Directors of Baxter Academies of Maine (the "Corporation"), this is to confirm that, effective upon transmission of my email to you this afternoon, your employment was terminated. This termination was effected pursuant to unanimous Board action taken earlier today.

In connection with your termination, you are no longer authorized to act on behalf of the Corporation or its school, Baxter Academy for Technology and Science, in any capacity. You are no longer authorized to access the premises of Baxter Academy for Technology and Science, for any reason.

By 12:00 noon tomorrow, March 8, you must surrender all Corporation property in your possession or under your control, including but not limited to the following items:

- All remaining Letters of Intent to enroll signed by parents of prospective students
- All Corporation files, documents, records and plans
- Cellular phone
- All computers and related hardware and software, with all data intact
- All keys to the school premises
- All teacher and staff applications
- Control of all phone lines, email accounts, web domain, Facebook page, and Google Docs
- All existing electronic information, including voicemail messages, emails sent and received, Google docs, and computer data

- All paper records, including contracts, bills and receipts, and quotes and estimates
- All information pertaining to current liabilities and upcoming obligations

For purposes of coordinating this process, I hope that we can arrange a mutually-acceptable arrangement for the delivery of Corporation property in your possession or under your control, as well as for the recovery of your own personal items on the Corporation's premises. Please confirm your willingness to comply with these instructions by email; following your email, I will respond as quickly as possible to arrange a drop-off/pick-up time.

You will be paid your normal salary compensation through March 7, 2013, in accordance with the Corporation's normal payroll cycle.

Since our group health plan did not cover 20 or more employees on more than 50 percent of its typical business days in the last calendar year, you are not eligible for COBRA continuation coverage for your health insurance benefits. Your coverage through our plan, if any, will be terminated immediately.

Please contact me if you have any questions.

Sincerely,



Kelli Pryor
Chair
Baxter Academies of Maine

EXHIBIT B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: kellijpryor@gmail.com [mailto:kellijpryor@gmail.com]
Sent: Thursday, March 07, 2013 2:22 PM
To: John Jaques
Cc: Matthew J. LaMourie; Howard Reben; Cole Lenard; Peter Montano; Peter Morrison; Allison Crean Davis; Kelli Pryor
Subject: Notice of termination

John Jaques:

In my capacity as the Chair of the Board of Directors of Baxter Academies of Maine ("BA"), this is to advise you that, effective immediately, your employment is hereby terminated. This action is being taken following a formal Board vote taken earlier today.

In connection with your termination, you are no longer authorized to act on behalf of BA, in any capacity. You are no longer authorized to access the premises of BA, for any reason.

Thank you,

Kelli Pryor

Chair, Board of Directors

Baxter Academies of Maine


[winmail.dat \(5 KB\)](#)

EXHIBIT C

Posted: March 7

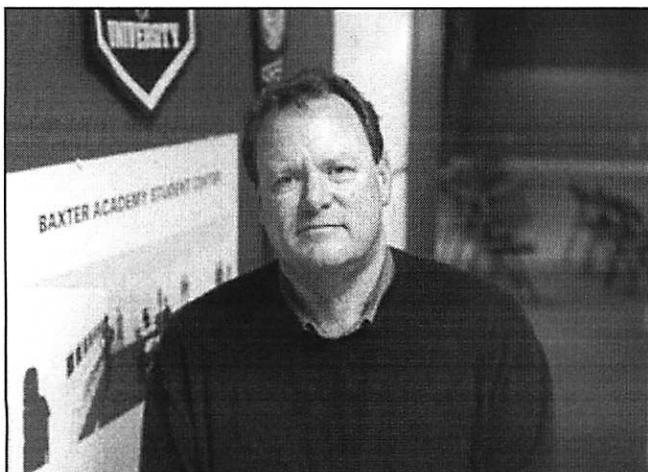
Updated: Today at 12:39 AM

Baxter Academy's top exec ousted by board

Mismanagement of the charter school is cited, but John Jaques says it's a power play by a large donor

By [Noel K. Gallagher](mailto:Noel.K.Gallagher@mainetoday.com)
Staff Writer

PORTLAND – The founder and executive director of Portland's first charter school was fired Thursday for what the board of the Baxter Academy for Technology and Science called "a pattern of mismanagement."



[click image to enlarge](#)

John Jaques, founder of the Baxter Academy for Technology and Science, has been removed as executive director of the fledgling charter school by the school's board of directors. Photographed on Thursday, March 7, 2013.

Gregory Rec/Staff Photographer

Related headlines

- [Ousted Baxter Academy exec takes over online sites](#)

Select images available for purchase in the
Maine Today Photo Store

But John Jaques said he was fired because the father of a member of the school's advisory board promised to donate as much as \$250,000 if Jaques was no longer in charge.

He denied any financial mismanagement and sharply criticized the board of directors for saying he misled it about the availability of a \$500,000 line of credit that was critical to the school's financial

stability.

"It's obviously extremely troubling for them to be smearing me," Jaques said. "I did not mislead the charter commission. No one was being misled."

Baxter Academy has been approved by the Maine Charter School Commission to open this fall, under a state law passed in 2011. The law caps the number at 10 schools in 10 years. Two have opened.

As of the March 1 deadline for applications to Baxter Academy, about 160 students were interested, said Jana Lapoint, the commission's chairwoman. The school needs about 150 students to open.

Jaques, who has been the public face of the school, was not surprised by his firing. In recent weeks, attorneys for the board and Jaques were negotiating a deal for him to leave.

In an interview a few hours before he was fired, he questioned whether Baxter would be able to open without him.

"I don't see how it could happen, if the public knew the whole story. If the parents understood, they wouldn't choose (Baxter)," Jaques said. "I couldn't live with myself if people weren't aware that this school is not the school they thought it was when they signed that letter of intent."

Jaques, who earned \$64,000 a year as the sole paid employee of the school, said he wanted compensation for his intellectual property in creating the school.

He would not say how much he wanted the board to pay, but said he still hoped to "right this ship" and stay on as executive director.

When asked what would happen if he left, he said: "I hope the school is not a school of choice for very many people."

A few hours later, after he directed his attorney to end negotiations and after the Portland Press Herald contacted the state commission and Baxter Academy's board for comment, Jaques was fired in a three-sentence email.

Within an hour, the board emailed parents and issued a news release announcing the \$250,000 donation and saying it will hire a new executive director.

Dan Amory, an attorney at Drummond Woodsum in Portland, confirmed Thursday that he told the board that he would not give Baxter Academy any more money if Jaques remained as director.

Amory and his family foundation, the Jebediah Foundation, have already donated a total of \$40,000 to the school.

The new donation will comprise \$50,000 from him and his wife, \$100,000 from the foundation and another \$100,000 to match funds raised by the school.

He said he had worked with Jaques, helping him with fundraising, and "really seen the guy in operation."

"And by the last part of (last) year, heading into late fall, I had lost confidence in him as a leader of

Baxter," Amory said, declining to elaborate.

Jaques said he thinks the reason is more personal, noting that he questioned the role of Amory's son, Jon Amory, who serves on the school's advisory board and has run an after-school robotics class at the school building on York Street.

(Continued on page 2)

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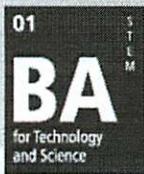
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EXHIBIT D

Baxter Academy for Technology and Science

A tuition-free public charter high school



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Board of Directors

Len Cole - Mr. Cole is an attorney specializing in nonprofits and tax law. He provides legal counsel to nonprofits in a wide variety of matters with emphasis on corporate, fiduciary, and tax law applicable to nonprofit organizations. Prior to forming Cole Nonprofits Law LLC in 2012, Len was the principal nonprofits-law attorney at Preti Flaherty LLP in Portland. Len grew up in Georgia, attended Berklee College of Music in Boston, then played drums for a living for several years. He then joined the Berklee staff as an admissions counselor, where he managed the college's alumni recruitment program. Upon graduating from Duke Law School, Len began practicing law as a tax associate with a national firm in New York, and then advised nonprofit organizations extensively at firms in New York and Boston. Before moving to Portland in 2008 to replace Jim Phipps at Preti Flaherty, Len practiced tax law at Goodwin Procter LLP in Boston, where he focused on private equity funds and corporate mergers and acquisitions. Len lives in Portland with his wife and two sons (ages 5 and 7). He serves as a director and Secretary of MANP, Chairman of the Board of The Iris Network, and member of the Advisory Board of Baxter Academy for Technology and Science. Len is a frequent SkillBuilder presenter and has consulted with MANP on various legal issues and policy initiatives.

Dr. Allison Crean Davis – Vice Chair - Dr. Crean Davis earned her B.A. in both Psychology and Spanish from Lafayette College, where she was awarded the Frank Kline Baker Prize in Spanish, and her Ph.D. in Psychology from the Institute of Psychology, Illinois Institute of Technology, where she specialized in child/developmental psychology. Dr. Crean Davis has a diverse background as a consultant, researcher, evaluator, and practitioner in education. She brings vast experience working with educators, policymakers, and funders at the national, state, district, and local school levels and across the continuum of pre-K to postsecondary institutions and has served on the boards for the Center for Research and Service at the Illinois Institute of Technology and Woodside School in Concord, New Hampshire.

Dr. Crean Davis is co-founder of New Legacy Partnerships, an education consulting firm whose clients include The Wallace Foundation, The Center on Innovations in Learning at

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Baxter Academy Video Links

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- Integrating School and Community
- Project-based Learning Explained
- Team Teaching
- The Importance of School Culture
- Transformed by Technology

Temple University, Reading Partners, The Tampa Bay Education Partnership at University of South Florida, and TCC Group. She is also an evaluator and advisor to the Virginia STEAM Academy, a public, residential high school focusing on developing leaders in science, technology, engineering, and applied mathematics. She previously founded and led Informed Educators Consulting Group, during which time she worked with the Bureau of Indian Education, Florida and the Islands Regional Comprehensive Center, the New England Regional Comprehensive Center, and the Center on Innovation and Improvement at the Academic Development Institute. The common denominator to her work is her passion for infusing systems with a process for informed decision-making for sustainable improvement.

Prior to her work as a consultant, Dr. Crean Davis was the Program Director for Research for the North Central Regional Educational Laboratory's (now known as "Learning Point Associates") Center for Data Systems and Development. Dr. Crean Davis has also worked as an administrator and counselor for the City Colleges of Chicago, has taught in special education programs for emotionally disturbed youths, and has extensive experience providing psychological diagnostic assessment and treatment services to children and families. Dr. Crean Davis resides in Kennebunk, Maine.

Shaun Meredith - Mr. Meredith received his B.S. and M.S. from the Massachusetts Institute of Technology and is currently completing his PhD at MIT. He is a principal and co-founder at a technology consulting and software development firm, InfoBridge. Mr. Meredith was the senior project manager for Apple, responsible for the implementation of the World's largest educational technology program., the Maine Learning Technology Initiative (MLTI). The project consists of over 44,000 iBook computers in the hands of Maine students and educators as well as professional development programs, servers, collaboration systems, and wireless networks. Prior to his work at Apple, Shaun was instrumental in the formation of several technology start ups in the Boston area. Shaun, a former U.S. Navy submarine officer, is the author of a patent and an avid proponent of technology in education. Shaun brings a wealth of knowledge and passion for open source and large scale 1 to 1 educational technology deployments.

Peter Montano – Treasurer - Mr. Montano holds a B.S. in Accounting from St. John's University and is a Certified Public Accountant in Maine, New York, Florida, Louisiana and Colorado. He is a Director at Macpage LLC, and has had a life-long interest in supporting nonprofit organizations; as such, Mr. Montano has been providing audit, consulting, and tax services to nonprofit organizations and venture funds for over 30 years. He is active in various associations, and has spoken at conferences across Maine on topics affecting nonprofit organizations and providing technical seminars on financial management. Mr. Montano works closely with Board members and management of various nonprofit organizations to assist them in implementing best practices. He is also a member of the Audit Committee for the Maine Community Foundation and is currently a member of the Advisory Committee for the Maine Association of Nonprofits after serving as their Treasurer for six years.

Peter Morrison - Secretary - Received his B.S. in Business Administration (Marketing) from Northeastern University in Boston. After successfully owning and operating a local wholesale distribution company in Portland for 17 years, he recently sold his business. Mr. Morrison has an extensive background in small business operations as well as a strong perspective for long-term strategic planning. Mr. Morrison

is excited about contributing to the success and growth of Baxter Academy, and cares deeply about providing our youth with the best possible educational opportunities. Mr. Morrison lives in Cumberland with his wife and three daughters.

Kelli Pryor - Chair – Ms. Pryor is a writer with a summa cum laude degree from the University of Missouri’s School of Journalism. Her journalism career ranged from Life Magazine to the start-up team for Entertainment Weekly. She is the author of both non-fiction and fiction books and is also a Sundance Screenwriting fellow, having written for Dreamworks and Warner Brothers, as well as for television. Since 2002, she has been the director of the CAFAM Chinese School in Portland, where she has helped engineer a program that seeks to inspire learning through meaningful explorations of Chinese innovation, art, language, and culture. For the past decade, she has also homeschooled her twin daughters, who are avid project-based STEM learners.

Dean Scott - Mr. Scott received his M.S. from the Johns Hopkins School of Government in Baltimore, Md., and a B.S. in Journalism/Government and Politics from the University of Maryland School of Journalism in College Park, MD. Mr. Scott is the senior climate change reporter for the Bureau of National Affairs in Washington DC where he covers state, federal, and international developments in climate change. Mr. Scott reports on U.S. and international climate change policies, programs, and initiatives on global warming and related energy issues for the Daily Environment Report, International Environment Reporter, World Climate Change Report, and other BNA publications. Mr. Scott covers U.S. House and Senate legislative action, international developments under the United Nations, and has attended global climate change conferences in Japan, Denmark and South Africa.

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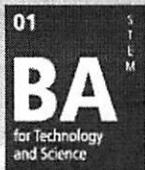
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Baxter Academy for Technology and Science

A tuition-free public charter high school



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Len Cole - Mr. Cole is an attorney specializing in nonprofits and tax law.

Dr. Allison Crean Davis – Vice Chair - Dr. Crean Davis earned her B.A. in both Psychology and Spanish from Lafayette College, and her Ph.D. in Psychology from the Institute of Psychology, Illinois Institute of Technology.

Peter Montano – Treasurer - Mr. Montano holds a B.S. in Accounting from St. John's University and is a Certified Public Accountant in Maine.

Peter Morrison - Secretary - Received his B.S. in Business Administration (Marketing) from Northeastern University in Boston.

Kelli Pryor - Chair – Ms. Pryor is a writer with a degree from the University of Missouri's School of Journalism.

March 2013

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EXHIBIT F

Large Donor Forces Baxter Academy Leader Out

March 7, 2013

PORTLAND – John Jaques, the founder and former executive director of the Baxter Academy for Technology and Science, released the following statement today in regards to his termination by the board of directors of the organization.

“I am deeply disappointed by the actions of the board,” Jaques said. “I believe that the board of directors has acted inappropriately and unethically.”

According to Jaques, the board decided to remove him as executive director at the request of a potential donor, who had promised the school \$250,000.

“With the help of a lot of people, we were able to create Baxter Academy and get it this far along in the process to accept students this fall,” Jaques said. “The board made a decision that it would rather support a large donor, who promised a lot of money if they would get rid of me. It feels like the board has sold me and the school’s students out.”

According the Portland Press Herald, the board says Jaques was terminated for mismanagement.

“It’s unfortunate that the board would characterize the situation that way. There was no mismanagement. We’ve been working for two weeks to reach an amicable agreement, but I guess at the end of the day their loyalty was to the promise of money.”

EXHIBIT G

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"I am deeply disappointed by the actions of the board," Jaques said. "I believe that the board of directors has acted in...See More

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Kathie Henderson Phillips Wow. Shocked.

20 minutes ago via mobile



Greta Bank I agree with the Board of Trustees (as a parent of a potential future student) that Baxter Academy will be better served with a new Executive Director. It's very important to allow change when needed for productive growth.

3 minutes ago



Baxter Academy for Technology and Science

February 14 near Bowdoinham, ME via mobile

Meeting with Maine Commissioner of Education Steve Bowen at 9am - news to come

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Dana Marie likes this.



Baxter Academy for Technology and Science on the edge of our seats....hope it's great news!

February 14 at 9:12am

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February 16

THANK YOU Portland Pie for the awesome pizza for OPEN HOUSE today. <http://www.portlandpie.com/about-2/the-dough/>



The Dough - Portland Pie Co.

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In 2000, Portland Pie Co. launched a sister company, It'll Be Pizza, to manufacture its signature flavored pizza dough and distribute it to their retail

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February 9 near Freeport via mobile

29.3 inches today. A new record for Portland, Maine.

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Did you know there are now more varsity robotics teams in Minnesota than varsity boys hockey teams? An explosion in the popularity of high school robotics teams has suddenly made it chic to be geek.

Robotics team members are getting varsit...[See More](#)



Robotics on a roll in Minnesota schools
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An explosion in the popularity of high school robotics teams has suddenly made it chic to be geek

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BLIZZARD in Southern Maine FRIDAY - wood stove and work from home... unless we loose power!



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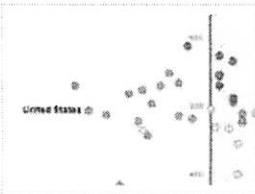
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February 5

So far Baxter Academy has 40% female applicant pool. This is an interesting article from the NY Times.



Girls Lead in Science Exam, but Not in the United States
www.nytimes.com

Girls outperformed boys in more countries in a science test given to 15-year-old students in 65 countries — but

BA Baxter Academy for Technology and Science
February 11

Two great events this week to learn more about Baxter Academy!
Open to all interested parents and students.

Info Session at USM Portland-Glickman Library
Thursday, Feb. 14th
4:00pm-6:00pm

Open House at 54 York St. Portland, ME.
Saturday, Feb. 16th
12:00pm-3:00pm

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February 8

CANCELATION - no after-school enrichment today (YouTube video project) Filming rescheduled for Monday 3pm

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February 7

Baxter Academy in the news today with our sister school in Lanxi, China



Maine, Chinese Schools Form Sister-School Tie
www.mpbn.net

MPBN, Maine News and PBS programming. See television and radio highlights, web exclusives, and NPR News.

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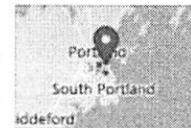
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Sonja Cook Devine So sorry to hear that 3 minutes ago via mobile

Baxter Academy for Technology and Science February 14 near Bowdoinham, ME via mobile

Meeting with Maine Commissioner of Education Steve Bowen at 9am - news to come

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Dana Marie likes this.

Baxter Academy for Technology and Science on the edge of our seats....hope it's great news! February 14 at 9:12am

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Eat Maine Food/Beverages

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Baxter Academy for Technology and Science shared a link. February 16

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The Dough - Portland Pie Co. www.portlandpie.com

In 2000, Portland Pie Co. launched a sister company, It'll Be Pizza, to manufacture its signature flavored pizza dough and distribute it to their retail

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Robotics team members are getting varsit...[See More](#)



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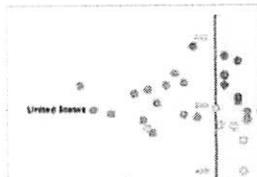
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Maine, Chinese Schools Form Sister-School Tie
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MPBN, Maine News and PBS programming. See television and radio highlights, web exclusives, and NPR News.

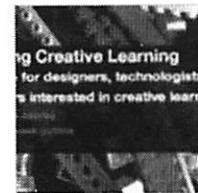
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STATE OF MAINE
Cumberland, ss

SUPERIOR COURT
CIVIL ACTION DOCKET NO. CV-13-110 ✓

BAXTER ACADEMIES OF
MAINE,

Plaintiff

v.

JOHN JAQUES,

Defendant.

TEMPORARY RESTRAINING
ORDER

STATE OF MAINE
Cumberland, ss, Clerk's Office

MAR 08 2013

RECEIVED

The matter came before the court upon the *ex parte* motion by plaintiff Baxter Academies of Maine ("Baxter Academy" or the "School") for a temporary restraining order against Defendant John Jaques.

Based on Baxter Academy's Verified Compliant and exhibits, the court is satisfied that it has shown a sufficient likelihood of success on the merits, ^{as to the issues covered by the TRO} and made a sufficient showing of irreparable harm to justify a temporary restraining order. This order is entered on an *ex parte* basis because the facts offered by Baxter Academy sufficiently demonstrate that the defendant, Jaques, if notified in advance of the entry of this order, might take action to frustrate an injunction, harm the School, and unnecessarily delay the return of Baxter Academy's property. Moreover, such property is necessary for the day-to-day operations of Baxter Academy and in order for it to move forward with its planning for the 2013-2014 school year.

This order should not interfere with defendant Jaques rights because, now that he is no longer employed by Baxter Academy, he has no right to retain Baxter Academy's property or access to the School's accounts in his possession. *This order is without prejudice to any other rights defendant may have against Baxter Academy*

Accordingly, it is hereby ORDERED as follows:

1. Defendant John Jaques is hereby temporarily enjoined from making any use whatsoever of any property or any information contained in any file or electronic format originating with Baxter Academy, including but not limited to the following items:

- a. All Letters of Intent to enroll signed by parents of prospective students of Baxter Academy;
- b. All corporation files, documents, records, and plans;
- c. Mobile telephones;
- d. Computers and related hardware and software;
- e. Keys to the school premises;
- f. Teacher and staff applications;
- g. All phone lines, e-mail accounts, web domains, Facebook pages, Google Doc accounts, or any other electronic or internet accounts or services;
- h. All existing electronic information, including voicemail messages, e-mails sent and received, Google Docs documents, and any other computer data whether stored on local media or by "cloud" computing;
- i. All paper records, including contracts, leases, bills, receipts, invoices, quotes and estimates; and
- j. All information pertaining to current liabilities and upcoming obligations.

2. Defendant Jaques is further ordered and directed to refrain from altering any data or electronic documents relating to Baxter Academy maintained on any computer to which he has access (or stored in "cloud" computing), including his home and work computers.

3. Defendant Jaques shall, not later than three business days from the date of this order, be prepared to provide to the court and counsel for Baxter Academy a listing of all information and property of Baxter Academy which is in Jaques possession, custody or control, including any and all originals, and reproductions in any form, whether in hard copy or stored electronically in any format.

4. At that time, defendant Jaques shall also provide to counsel for Baxter Academy all items set forth in paragraph 1 that are in his possession, custody, or control.

5. In accordance with the provisions of Rule 65(c) of the Maine Rules of Civil Procedure, the court hereby waives any requirement that Baxter Academy produce a bond or other security for the entry of this order, the court specifically finding that Baxter Academy has no obligation to do so to protect its own property and information and from the irreparable harm threatened by defendant Jaques alleged conduct.

6. Any further proceedings may be acted on by any justice of the Superior Court. M.R. Civ. P. 65(f).

7. This temporary restraining order shall remain in full force and effect until further order of the court. Once served with papers and given notice of this order and Baxter Academy's request for injunctive relief, defendant Jaques ^{may request a} ~~shall be given~~ an opportunity ^{for an expedited hearing} ~~to be heard~~ as to whether this *ex parte* order should continue in effect until a preliminary injunction hearing can be scheduled.

The entry shall be:

Temporary restraining order entered without notice.

Pursuant to the provisions of Rule 79(a) of the Maine rules of Civil Procedure, the clerk is hereby directed to incorporate the foregoing

temporary restraining order on the civil docket in this action by
reference.

Dated: 3/8/13
3:20 pm



Justice, Superior Court

March 13, 2013

Sally A. Bourget
Cumberland County Superior Court
142 Federal Street
P.O. Box 287
Portland, ME 04112-0287

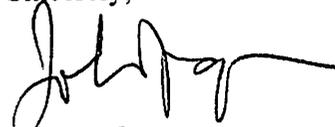
Re: Baxter Academies of Maine v. John A. Jaques
Docket No.

Dear Ms. Bourget:

Please find enclosed for filing in the above matter, Defendant's Response to the Court's Order on Plaintiff's Temporary Restraining Order and Defendant's Counterclaim

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Jaques", with a long horizontal flourish extending to the right.

John A. Jaques

JAJ/

Cc: Josh Carver, Esq. (w/encl.)

Baxter Academies of Maine v. John A. Jaques

**Defendant's Response to Superior Court's Order dated March 8, 2013 on Plaintiff's
Temporary Restraining Order**

**State of Maine
Cumberland County Superior Court
205 Newbury St.
Portland, Maine 04101**

Civil Action Docket No: CV 2013110

**To: Joshua R. Carver, LC
443 Congress St. 5th Floor
Portland, Maine 04101 207.517.6811**

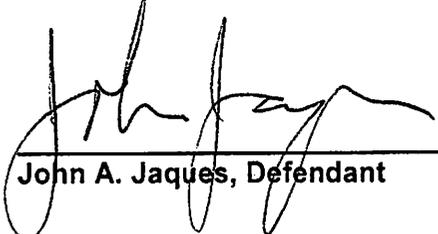
Defendant, John A. Jaques replies as follows:

As to Paragraphs 1 and 4 of the Court's Order, I have not made any use whatsoever of any property or any information contained in any file or electronic format originating with Baxter Academies of Maine and I am today providing all said items in my possession to counsel for Baxter Academies of Maine.

- a. All letters of Intent to enroll signed by parents of prospective students of the School. I have complied. These were provided to Attorney Matthew Lamourie of Preti-Flaherty prior to service.**
- b. All corporation files, documents, records and plans. Some hard copies are and have been available at 54 York Street, Portland. I am complying by providing the information requested in the CD provided as part of my response.**
- c. Mobile telephones. Baxter Academies of Maine does not own any mobile telephone.**
- d. Computers and related hardware and software. I have complied in that these are located at 54 York Street, Portland, Maine at all times.**
- e. Keys to the school premises. I have complied.**
- f. Teacher and staff applications. I have complied.**
- g. Access to all phone lines, e-mail accounts, web domains, Facebook pages, Google Doc accounts, or any other electronic or internet accounts or services. I am complying. Passwords are provided and are located on the CD that is part of this document.**

- h. All existing electronic information, including voicemail messages, e-mails sent and received, Google Docs documents, and any other computer data whether stored on local media or by "Cloud" computing. I am complying by providing the information requested in the attached CD
 - i. All paper records, including contracts, leases, bills, receipts, invoices, quotes and estimates. I have complied. These documents are located at 54 York Street, Portland, Maine at all relevant times.
 - j. All information pertaining to current liabilities and upcoming obligations. I have complied. These documents are located at 54 York Street, Portland, Maine at all relevant times.
2. I have complied.
 3. As to Order Paragraph 3, I have complied in returning all property belonging to Baxter Academies of Maine.
 4. I have complied as of this date.

Dated at Portland, on this 13th day of March, 2013.



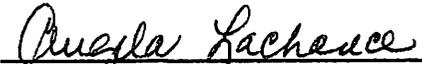
John A. Jaques, Defendant

STATE OF MAINE

Cumberland, SS

March 13, 2013

Personally appeared before me the above-named John A. Jaques and made oath that the information in the above Response to Plaintiff's Temporary Restraining Order is made upon personal knowledge, except where stated to be upon information and belief, and that the statements therein are true to the best of his information and belief, and that his signature is his free act and deed.



Notary Public

ANGELA LACHANCE
Notary Public, Maine
My Commission Expires August 21, 2017

Baxter Academies of Maine v. John A. Jaques

Defendant's Counterclaim

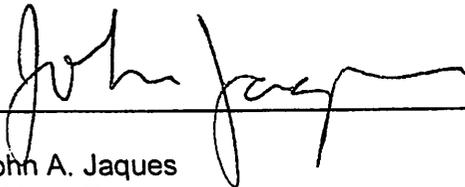
**State of Maine
Cumberland County Superior Court
205 Newbury St.
Portland, Maine 04101**

Civil Action Docket No: CV 2013110

**To: Joshua R. Carver, LC
443 Congress St. 5th Floor
Portland, Maine 04101 207.517.6811**

Counterclaim of John A. Jaques

The plaintiff stated publicly that Mr. Jaques mismanaged Baxter Academy, said allegation is false, said allegation was made with malice, justifying punitive damages. Wherefore, the defendant requests that the complaint be dismissed and he be granted judgment on his counterclaim for compensatory and punitive damages. In addition, we request that Baxter Academies of Maine provide attorney Howard Reben, a copy of Mr. Jaques' personnel file within 24 hours of receipt of this filing with the Cumberland County Superior Court.



John A. Jaques
6 Mann Rd.
Freeport, Maine 04032

Date: March 13, 2013

Reben, Benjamin and March

ATTORNEYS AT LAW

ATTORNEYS

HOWARD T. REBEN
CHARLES W. MARCH
ANDREW T. MASON

THOMAS B. BENJAMIN
OF COUNSEL

March 18, 2013

Joshua R. Carver, Esq.
Carver Law, LC
443 Congress Street, 5th Floor
Portland, Maine 04101

Re: Baxter Academies of Maine v. John A. Jaques
Civil Docket No.:

Dear Josh:

Please find enclosed Mr. Jaques' Answer to Complaint filed with Cumberland County Superior Court today.

Sincerely yours,

Howard T. Reben / Augje

Howard T. Reben
Attorney at Law

HTR/al
Encl.

March 18, 2013

Sally A. Bourget
Cumberland County Superior Court
142 Federal Street
P.O. Box 287
Portland, ME 04112-0287

Re: Baxter Academies of Maine v. John A. Jaques
Docket No.

Dear Ms. Bourget:

Please find enclosed for filing in the above matter, Defendant's Answer to Complaint dated March 8, 2013.

Thank you.

Sincerely,



John A. Jaques

JAJ/

Cc: Josh Carver, Esq. (w/encl.)

**Defendant's Answer to Verified Complaint
Baxter Academies of Maine v. John A. Jaques**

**State of Maine
Cumberland County Superior Court
205 Newbury St.
Portland, Maine 04101**

Civil Action Docket No: CV 2013110

**To: Joshua R. Carver, LC
443 Congress St. 5th Floor
Portland, Maine 04101 207.517.6811**

1. admit
2. admit
3. admit
4. admit
5. admit
6. admit
7. admit
8. admit
9. admit
10. admit
11. admit
12. deny
13. deny
14. deny
15. deny
16. deny
17. deny
18. admit
19. deny
20. admit
21. admit
22. deny
23. deny
24. admit
25. admit
26. admit
27. admit
28. admit
29. deny
30. deny
31. admit
32. deny
33. admit
34. admit
35. admit
36. deny
37. deny
38. deny
39. deny

- 40. admit
- 41. admit
- 42. deny
- 43. deny
- 44. deny
- 45. deny
- 46. deny
- 47. deny
- 48. deny
- 49. deny
- 50. deny
- 51. deny
- 52. deny
- 53. deny
- 54. deny
- 55. deny
- 56. deny
- 57. admit
- 58. admit
- 59. deny
- 60. admit
- 61. admit
- 62. admit
- 63. admit
- 64. deny
- 65. deny
- 66. admit
- 67. admit
- 68. admit
- 69. admit
- 70. deny
- 71. n/a
- 72. deny
- 73. deny
- 74. deny
- 75. deny
- 76. n/a
- 77. deny
- 78. deny
- 79. deny
- 80. n/a
- 81. deny
- 82. deny



Dated: 3/18/13

John A. Jaques
6 Mann Rd.
Freeport, Maine 04032