

MAINE CHARTER SCHOOL COMMISSION

CHARTER CONTRACT

This Agreement constitutes a Charter Contract (the "Charter") executed this 7th day of May, 2013 (the "Effective Date"), by and between the Maine Charter School Commission (the "Commission") and Fiddlehead School, a Maine nonprofit corporation located at 25 Shaker Road, Gray, ME 04039-1689 (the "Charter School" or the "School"). The Commission and the School are referred to collectively throughout the Charter as the "Parties."

WHEREAS, the Maine Legislature has authorized the establishment of public charter schools; and

WHEREAS, the Commission has the authority to authorize charter schools pursuant to 20-A M.R.S. § 2405; and

WHEREAS, the Charter School is a nonprofit corporation organized under 13-B M.R.S. § 101 *et seq.*; and

WHEREAS, on February 5, 2013, the Commission approved the application for the proposed Charter School (the "Charter Application") set forth in Exhibit A attached hereto; and

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of the Charter School described herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the sufficiency of which is hereby acknowledged, the Commission and the Charter School agree as follows:

Part I: Establishment of the Charter School

1.1 Parties

- 1.1.1 This Charter is entered into between Fiddlehead School by and through its governing board and the Maine Charter School Commission.
- 1.1.2 The person authorized to sign on behalf of the School is Chairperson of the governing board (the "Charter School Representative").
- 1.1.3 The person authorized to sign on behalf of the Commission is its Chairperson.

1.1.4 The Charter School Representative affirms as a condition of this Charter that s/he is the above-described representative of the Charter School and has authority to sign this Charter on behalf of the Charter School.

1.1.5 The Charter School shall be operated as a nonprofit corporation formed and organized pursuant to 13-B M.R.S. § 101 *et seq.*, and shall be responsible for all functions of the Charter School in accordance with applicable law and the terms and conditions set forth in this Charter.

1.1.6 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for revocation of the Charter.

1.1.7 **Charter School Governing Board**

1.1.7.1 The Charter School affirms, as a condition of this Charter, that the Charter School's governing board members receive no compensation other than reimbursement of actual expenses incurred while fulfilling official duties as a member of such board.

1.1.7.2 No member of the governing board shall be employed by the Charter School while serving as a governing board member.

1.1.7.3 No member of the governing board shall be an employee of a company that provides substantial services to the Charter School.

1.1.7.4 The Charter School affirms, as a condition of this charter, that it will adhere to a duly adopted conflict of interest policy, including provisions related to nepotism and consistent with the provisions of this section and of applicable law.

1.1.7.5 Within 10 days of the execution of this Charter, and then annually on or before the first day of the Charter School's fiscal year, the School shall provide the Commission a current list of directors and officers including their business addresses.

1.1.7.6 Notwithstanding the foregoing subsection, the Charter School shall provide the Commission notice within 15 days of any change in the composition of the Charter School's governing board or officers including the name, business address and resume of any new directors and officers.

1.2 **Term**

This Charter is effective on the date of execution. It shall continue for five (5) years, except it shall terminate on June 30, 2018 unless renewed by the

Commission. The Commission shall make renewal decisions consistent with applicable law and the achievement of the performance indicators set out in the Performance Indicators, Measures, Metrics, and Contract Evaluation Criteria attached hereto as Exhibit B (the “Performance Indicators”).

1.2.1 Notwithstanding any other provision of this Charter, if the State or its political subdivisions do not timely make available to the Charter School the funds contemplated under sections 4.2.1 and 4.2.2. and if sufficient funds from other sources to substitute for the funds contemplated under sections 4.2.1 and 4.2.2 are unavailable; or if such funds are de-appropriated; or if the State or its political subdivisions do not receive legal authority to expend funds from the Maine State Legislature or (if applicable) Maine courts, then the Charter School may cease operating immediately, making such arrangements as its remaining resources may reasonably allow for the transition of students to other learning environments. In such an event, this Charter shall terminate and the Charter School shall have no further obligations to perform the requirements set for herein, and the Charter School shall retain any other remedies and rights to payment.

1.3 **Amendment**

1.3.1 No Material Amendments to this Charter shall be valid without the approval of the governing board of the Charter School and the Commission as described in Section 6.10.

1.3.2 Non-Material Amendments to this Charter shall be valid with notice to the Commission as described in Section 6.11.

1.4 **Location**

1.4.1 The Charter School shall provide educational services, including delivery of instruction, at the following Location:

25 Shaker Road
Gray, ME

1.4.2 Any change in the Location shall constitute a Material Amendment to this Charter and shall require advance written notice and approval of the Commission pursuant to Section 6.10.

1.4.3 The Charter School shall not operate in more than one location without the prior written approval of the Commission.

1.5 **Facilities**

- 1.5.1 The building(s) in which the Charter School is to be located shall be known as the Charter School's Facilities (the "Facilities").
- 1.5.2 The Commission or its designee may, at the Commission's discretion, conduct a health and safety inspection of the proposed Facilities at any time.
- 1.5.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment.
- 1.5.4 All Facilities shall conform to the applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public schools.
- 1.5.5 Pursuant to the Pre-Opening Requirements set out and attached hereto as Exhibit C ("Pre-Opening Requirements"), the Charter School shall provide the Commission with a written, signed copy of the lease, purchase agreement and/or such facilities agreement (the "Facilities Agreement") for the primary facilities and any ancillary facilities identified by the Charter School and such certificates and permissions as are necessary to operate the Charter School in the proposed Facilities for at least the first year of the School's operation.
- 1.5.6 In the event that an adequate Facilities Agreement and/or necessary certificates and permits are not in place by the date established in the Pre-Opening Requirements, the Charter School may not provide instructions at the Facilities. In such event, the Commission reserves the right to enforce any of the consequences for failure to meet Pre-Opening Requirements including prohibiting the Charter School from commencing instruction until the start of the succeeding semester or school year. Notwithstanding the immediately foregoing, the Commission may waive or modify the restrictions contained therein upon good cause shown.
- 1.5.7 The Charter School's relocation to different Facilities shall constitute a Material Amendment to this Charter and shall be subject to Section 6.10 and the following conditions:
- Submissions of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities prior to the first day of occupancy;
 - Evidence that the Facilities meet applicable health, safety and fire code requirements; and

- Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

1.6 **Pre-Opening**

Failure to timely fulfill any material terms of the Pre-Opening Requirements shall be considered a breach of this Charter and shall be grounds for Commission intervention, including prohibiting the Charter School from commencing instruction until the start of the succeeding semester or school year. Notwithstanding the immediately foregoing, the Commission may waive or modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

1.7 **Closure**

In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the Charter, the Charter School shall comply with the closure requirements set out in law and regulation and in accordance with the Closure Plan set out and attached hereto as Exhibit D.

Part 2: School Operation

2.1 **Mission Statement**

The Charter School's Mission Statement shall be as presented in the Charter Application. Any change to that Mission Statement shall be a material amendment to this Charter.

2.2 **Purpose**

The Charter School is intended to operate consistent with the terms of this Charter and applicable law; be governed and managed in a financially prudent manner, and achieve the student outcomes set out in this Charter.

2.3 **Age; Grade Range; Number of Students**

2.3.1 The Charter School shall provide instructions to pupils in such grades and numbers in each year of operation under the Charter as described in the Charter Application.

2.3.2 **Enrollment projections for the Charter School**

CHARTER YEAR	ACADEMIC YEAR	GRADES SERVED	PROJECTED NO. OF STUDENTS
Year 1	2013-14	Pre-K, K, 1-2	42
Year 2	2014-15	Pre-K, K, 1-3	56
Year 3	2015-16	Pre-K, K, 1-4	70
Year 4	2016-17	Pre-K, K, 1-5	84
Year 5	2017-18	Pre-K, K, 1-5	98

2.3.3 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns provided such modifications are otherwise consistent with this Charter.

2.3.4 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not contemplated in this Charter Application shall be Material Amendments to the terms of this Charter and shall require prior written authorization from the Commission as described in Section 6.10.

2.3.5 Variances in actual enrollment that do not exceed or fall short of enrollment projections contained in Section 2.3.2 by more than 10% shall not be deemed a material amendment to this Charter and shall not require prior written approval of the Commission, provided, however, notwithstanding Section 2.3.2, the Charter School may have a one-time increase of up to 14 students, if it increases the square footage it leases by at least 1200 square feet with a rental increase of no more than \$12,000 per year. This one time increase will not increase the total maximum of 98 (subject to Section 2.3.6) in Year 5. The Commission’s approval of increases or decreases in student enrollment will be based on the Charter School’s ability to demonstrate that such material changes in enrollment will not compromise the fiscal and educational integrity of the Charter School.

2.4 **Student Recruitment, Admission and Enrollment**

2.4.1 Initial enrollment in the Charter School shall be conducted in accordance with the Pre-Opening Requirements.

2.4.2 The Charter School must give public notice that it has openings for student enrollment at least 30 days before the enrollment application deadline in the manner required by the Department of Education’s Public Charter Schools regulation (“Chapter 140”).

2.4.3 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, ethnicity, national origin, religion, gender, sexual orientation, income level, disabling condition, proficiency in the English language, or academic or athletic ability.

2.4.4 The Charter School shall adhere to the following admissions and enrollment requirements: If capacity is insufficient to enroll all students who submit a timely declaration of intent, the Charter School shall implement a random admissions policy as presented in the Charter Application or otherwise approved by the Commission subject to the exceptions presented in the following subsection.

2.5 **Admissions and Enrollment Preferences**

2.5.1 The Charter School may establish Admissions and Enrollment Preferences consistent with this part provided that such preferences must be clearly presented in the Charter Application or must be otherwise approved in writing by the Commission.

2.5.2 The Charter School may limit admission to pupils according to given age group(s) or grade level(s).

2.5.3 The Charter School shall give enrollment preference to pupils enrolled in the Charter School the previous school year and to siblings of pupils already enrolled in the Charter School.

2.5.4 The Charter School may give preference for admission to children of members of the School’s founders, governing board members, and full time employees, as long as they constitute no more than 10% of the School’s total population.

2.6 **Attendance**

The Charter School shall maintain contemporaneous records to document student attendance and shall make such records available for inspection at the Commission’s request, including for the annual audit.

2.7 **Student Conduct and Discipline**

- 2.7.1 The Charter School shall adopt and adhere to a student Discipline Policy. Adoption of a satisfactory policy shall be a pre-condition of opening consistent with the Pre-Opening Requirements.
- 2.7.2 The Charter School shall comply with all applicable state and federal laws related to student discipline, including due process provisions, and shall comply with the student suspension and expulsion procedures in the Charter Application.
- 2.7.3 Discipline of students with disabilities shall comply with Maine’s Unified Special Education Regulation (“Chapter 101”).

2.8 **Performance Expectations**

- 2.8.1 Evaluation of the Charter School’s performance shall be based on adherence to applicable state and federal law and regulation and achievement on the Performance Indicators.
- 2.8.2 Before the end of the first year of the Charter School’s operation, the Commission shall – based on state accountability systems, the Commission’s performance expectations, and the educational goals and objectives set out in the Charter Application – review the Performance Indicators with the Charter School in a public meeting and revise them as appropriate. The revision shall constitute a Material Amendment to this Charter pursuant to Section 6.10.
- 2.8.3 During the review described above, the Commission shall provide the Charter School a reasonable opportunity to incorporate school-specific performance measures in the Performance Indicators provided that any such measures shall be demonstrably related to the School’s mission and shall meet the Commission’s expectations for rigor, validity and reliability.

2.9 **Governance**

- 2.9.1 The governing board of the Charter School is responsible for complying with and carrying out the provisions of this Charter, including compliance with applicable law and regulation and all reporting requirements.
- 2.9.2 The Charter School’s governing board shall operate in accordance with the bylaws contained in the Charter Application.

2.10 **Equal Employment Opportunity**

During the performance of this Charter, the Charter School agrees as follows:

2.10.1 The Charter School shall not discriminate against any employee or applicant for employment relating to this Charter because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The School shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The School agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2.10.2 The Charter School shall, in all solicitations or advertising for employees placed by or on behalf of the School relating to this Charter, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

2.10.3.1 The Charter School shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Charter a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the School's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.10.3.2 The Charter School shall inform the Commission of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against the School by any individual as well as any lawsuit regarding alleged discriminatory practice.

2.10.5 The Charter School shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

2.10.6 Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

2.10.7 The Charter School shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Charter so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2.11 **Employee Certification**

The Charter School may employ non-certificated teachers pursuant to 20-A M.R.S. § 2412(6); however, the Charter School may not employ teachers or other instructional personnel whose certificate, authorization or approval has been revoked or is currently suspended.

2.12 **Criminal History Review**

2.12.1 Any person directly or indirectly employed by the Charter School (including, to the extent required by applicable law, an individual who is a contractor or subcontractor who performs work at the Charter School) must comply with 20-A M.R.S. § 6103.

2.12.2 No member of the governing board or person employed or otherwise associated with the Charter School who has been convicted of or has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds unless approved in writing by the Commission.

2.13 **Student Welfare and Safety**

The Charter School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

2.14 **Religious Practices**

The Charter School may not engage in any religious practices in its educational program, admissions or employment policies or operations.

2.15 **Service Agreements and Partnerships**

2.15.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into contracts or other agreements with a school administrative unit, community partnership, state agency, or other entity for services related to the operation of the School.

2.15.2 The terms of such contracts for services shall be negotiated between the School and the local school board or other entity.

2.15.3 Such contracts for services shall, at all times, be subject to the requirements of this Charter.

2.16 **Transportation**

The Charter School shall be responsible for providing student transportation consistent with the plan proposed in the Charter Application.

2.17 **Public Records and Public Meetings**

2.17.1 Records of the Charter School shall be considered public records pursuant to Maine's Freedom of Access Act, 1 M.R.S. 401 *et seq.*, (the "Act") and shall be made available for public inspection and copying pursuant to the Act.

2.17.2 The Charter School may charge reasonable fees, not to exceed the rate specified in the Act, for searching for, compiling, and furnishing copies of documents.

2.17.3 Meetings of the Charter School's governing board shall constitute public meetings and must comply with all applicable provisions of the Act.

Part 3: Educational Program

3.1 School Year

The school year shall begin on July 1st and end on June 30th. For every school year, the specific days on which school will be held during the year will be determined by the school calendar established pursuant to Section 3.2.

3.2 Instructional Days

The Charter School shall provide a minimum of 175 instructional days in each school year in accordance with the program described in the Charter Application.

3.3 Educational Program and Curriculum

3.3.1 The Charter School shall implement an educational program and curriculum that meets or exceeds state standards consistent with the program and curriculum presented in the Charter Application.

3.3.2 The Charter School may revise and amend the educational program and curriculum at its discretion and without requiring approval from the Commission or amendment to this Charter provided that such revisions or amendments do not indicate a material change to the school's mission or its pupil performance standards.

3.3.3 Material revisions and/or amendments to the educational program and/or curriculum shall constitute Material Amendments to this Charter.

3.4 Assessment of Student Performance

3.4.1 The Charter School shall implement the plan for assessment of student performance and administration of statewide assessments consistent with the laws and regulations of the state.

3.4.2 The Charter School shall certify annually that students have participated in the state assessment program, to the extent that it has students in grades where that assessment is required.

3.5 Special Education

3.5.1 The Charter School shall ensure that the needs of children with disabilities are met in compliance with all applicable federal and state laws.

- 3.3.2 The Charter School shall be designated a local education agency (LEA) for purposes of meeting special education requirements pursuant to the Individuals with Disabilities Education Act (IDEA). As such, the Charter School shall comply with all requirements of Maine’s Unified Special Education Regulation (“Chapter 101”) applicable to school administrative units.
- 3.5.3 Prior to opening, the Charter School shall obtain special education program approval from the MDOE. If the Charter School is unable to obtain program approval within the time period contained in the Pre-Opening Requirements, the Charter School must notify the Commission and secure the services of an approved special education program to oversee the provision of special education and related services at the School until program approval is achieved by the Charter School.
- 3.5.4 The Charter School shall participate in all MDOE-required monitoring activities, and submit all data and information deemed necessary by the MDOE in order to fulfill its general supervisory authority over special education in a timely manner.
- 3.5.5 The Charter School shall immediately notify the Commission if it is the subject of a request for a complaint investigation or a due process hearing. The School shall provide the Commission with copies of any Complaint Investigation Reports or Hearing Decision involving the School. If the School enters into a resolution agreement, mediation agreement, or any other settlement of a special education matter, the School shall include the Commission as a party entitled to receive a copy of the final agreement.
- 3.5.6 The Charter School may provide special education and related services pursuant to a contract with a school district or any other approved provider of such services.

3.6 **English Language Learners**

The Charter School shall be responsible for meeting the needs of English language learners in compliance with state and federal law.

3.7 **School Records and Reporting**

The Charter School shall comply with applicable federal and state laws and regulations for maintenance and transmittal of school records including as provided for under section 20-A M.R.S. §§ 6001, 6001-A and 6001-B, and the Family Educational Rights and Privacy Act (FERPA).

Part 4: Charter School Finance

4.1 Fiscal Year

The Charter School shall operate on a fiscal year that begins on July 1 and ends on June 30.

4.2 School Funding

4.2.1 The Charter School shall collect from each school administrative unit having one or more resident pupils attending the Charter School the amount of state and local funds set forth in Chapter 140.

4.2.2 In addition to the funds identified in the foregoing subsection, the Charter School is eligible to receive, and shall collect as appropriate, federal entitlement and grant funds from the Maine Department of Education.

4.3 Tuition and Fees

4.3.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment or as a condition of residing on campus.

4.3.2 The Charter School shall not impose any fees that a school administrative unit would be prohibited from imposing.

4.3.3 Nothing in this section shall be interpreted to prohibit a Charter School from imposing fees that a school administrative unit would be permitted to impose.

4.4 Debt

4.4.1 The Charter School is authorized to incur debt in anticipation of receipt of funds including borrowing to finance facilities and other capital items provided that such incursion of debt or borrowing include a satisfactory plan for repayment.

4.4.2 Any new incursion of debt or borrowing in excess of the amount contained in the Charter Application shall constitute a Material Amendment to this charter requiring prior Commission approval based on the Charter School's demonstration of a satisfactory plan for repayment.

4.5 **Grants, Gifts and Donations**

Nothing in this Charter shall be interpreted to prevent the governing board of the Charter School from accepting grants, gifts or donations of any kind and to expend or use such grants, gifts or donations provided that any such grants, gifts or donations not be subject to a condition that is contrary to this Charter or any applicable law.

4.6 **Financial Accounting and Reporting**

4.6.1 The Charter School shall timely submit to the Commission all accounting and reporting in accordance with the Monitoring Plan attached hereto as Exhibit E.

4.6.2 All required Charter School accounting and reports shall be submitted to the Commission in a format compatible with Generally Accepted Accounting Principles (“GAAP”).

4.7 **Financial Audit**

The Charter School shall conduct an annual Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the “Financial Audit”).

4.7.1 The Financial Audit shall be conducted consistent with the Monitoring Plan including, but not limited to: (1) an accounting of all revenues and expenditures, (2) a determination of whether proper budgetary controls are in place, (3) a determination of whether the annual financial data submitted to the authorizer and the MDOE is correct, and (4) an audit of any federal programs in accordance with applicable federal law.

4.7.2 The auditor conducting the Financial Audit shall be a qualified certified public accountant or public accountant licensed by the Board of Accountancy.

4.7.3 The Financial Audit shall be completed and the report delivered to the Commission no later than October 31st following the conclusion of the fiscal year.

4.7.4 The cost of the Financial Audit shall be borne by the Charter School.

4.8 **Financial Records**

The Charter School shall maintain all books, documents, payrolls, papers, accounting records and all other evidence pertaining to this agreement for the duration of this Charter and for seven (7) years after the conclusion of the end of the fiscal year to which they pertain. All records of the Charter School are subject to inspection and production as required for fulfillment of the Commission's oversight duties. The Charter School shall make records available to authorized representatives of the Maine Department of Education or the United States Department of Education as required by applicable state and federal laws. If the Charter is revoked, non-renewed or surrendered, or the Charter School otherwise ceases operations, the School shall manage all financial records consistent with the Closure Plan.

4.9 **Assets and Funds**

- 4.9.1 The Charter School shall maintain a complete and current inventory of all school property and shall update the inventory annually.
- 4.9.2 Any assets acquired by the Charter School are the property of the School for the duration of the Charter and any subsequent renewals.
- 4.9.3 The Charter School shall take reasonable precautions to safeguard assets acquired with public funds.
- 4.9.4 If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate, any public funds (i.e. funds paid to the school by school administrative units pursuant to Section 4.2.1 or any funds paid by the State of Maine) remaining after satisfaction of outstanding obligations to employees and creditors must be paid to the Treasurer of the State of Maine for a public purpose to the extent required by 20-A M.R.S. § 2411(8) or its successor (and subject to offset by any amounts due the Charter School from the State of Maine or any of its agencies).
- 4.9.5 If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate, any remaining private funds and other assets of the Charter School shall be disposed of consistent with Maine nonprofit organization law provided that the School must maintain records demonstrating that any "private funds" are not public funds.

4.9.6 The Charter School shall manage all assets consistent with the requirements of the Closure Plan contained in the Charter Application.

4.9.7 If the Charter School's records fail to establish clearly whether an asset was acquired with use of public funds, the assets shall be deemed to be public assets.

4.10 **Insurance and Surety**

The Charter School shall maintain, at its sole cost and expense, policies in the areas of Comprehensive or Commercial General Liability; Worker's Compensation; Property insurance to address business interruption and casualty needs including fire and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables; Comprehensive or Business Automobile Liability; Professional or Directors Liability to cover errors or omissions; and a surety bond for the chief financial officer of the School.

4.11 **Coverage Minimums**

For purposes of the foregoing insurance requirements, the following coverage shall be deemed adequate:

4.11.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School's employees, and employer's liability insurance with a minimum limit of \$100,000 per person/\$500,000 per accident/\$100,000 property.

4.11.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence and aggregate per year.

4.11.3 Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and aggregate per year with respect to the School's owned, hired or non-owned vehicles assigned to or used in performance of programs or services offered by the Charter School.

4.11.4 Property insurance for buildings used by the Charter School to fulfill the purposes of this Charter and any contents acquired by the School with public funds. The insurance obtained by the School shall provide the Commission with the ability to file a claim for any loss of property acquired with public funds.

- 4.11.5 Errors and Omissions Liability insurance shall conform to the following requirements:
- Cover the School for potential liability arising out of the rendering or failure to render professional services in the performance of the Charter including all services related to financial management and indemnification.
 - Be subject to a maximum deductible not to exceed \$1,000 per claim.
 - Maintain minimum limits of no less than \$1,000,000 per claim/annual aggregate.
- 4.11.6 The chief financial officers of the School shall maintain a surety bond in the amount of at least \$80,000.
- 4.11.7 Any and all policies of insurance maintained by the Charter School pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by the Commission and/or their respective officers, agents, employees and representatives. The Commission may specify that it be named as “separately insured.”
- 4.11.8 The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Commission by the date(s) set out in the Pre-Opening Requirements and shall provide updated copies annually prior to the first day of school.

4.12 **Commission Expenses**

The Commission shall be entitled to receive from the Charter School three percent (3%) of the annual per-pupil allocation received by the Charter School pursuant to 20-A M.R.S. § 2413(2) to cover the cost of overseeing the Charter School.

Part 5: Commission-Charter School Relationship

5.1 **Monitoring Plan**

- 5.1.1 The Commission shall base evaluation of the Charter School on the academic and operational Performance Indicators set out in Exhibit B in accordance with the Monitoring Plan attached hereto as Exhibit E.
- 5.1.2 To the extent that the Performance Indicators include school-specific performance goals, the Monitoring Plan shall apply to those goals to the extent such goals meet the Commission’s expectations for rigor, validity and reliability.

5.1.3 The Commission shall evaluate the Charter School at least annually consistent with the standards and measures set out in the Monitoring Plan.

5.2 **Oversight**

5.2.1 The Commission shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter and applicable law. The Commission's oversight of the Charter School shall include the following activities:

5.2.2 Pre-opening, oversight, intervention, revocation, renewal, and closure processes and procedures for the Charter School;

5.2.3 Monitoring the performance and compliance of the Charter School within the terms of this Charter and applicable laws, policies and regulations;

5.2.4 Ensuring Charter School compliance with all reporting requirements;

5.2.4 Monitoring the educational, legal, fiscal and organizational condition of the Charter School; and

5.2.5 Providing guidance to the Charter School on compliance and other operational matters.

5.3 **Renewal**

5.3.1 The Commission shall make renewal decisions consistent with applicable law and the Commission's renewal decision making procedures.

5.3.2 The Commission shall make renewal decisions based on the Charter School's achievement of the Performance Indicators as verified by the Monitoring Plan.

5.4 **Intervention**

5.4.1 Consistent with the oversight practices set out in the Monitoring Plan, the Commission shall follow a progressive system of notification and calls for corrective action on the part of the Charter School in the following areas:

- 5.5.2 Failure to meet academic performance standards as set forth in this Charter and the Performance Indicators;
- 5.5.3 Failure to meet generally accepted standards of fiscal management;
- 5.5.4 Failure to provide information necessary to confirm compliance with all provisions of the charter within forty-five (45) days following receipt of written notice requesting such information; and
- 5.5.5 Violation(s) of law.
- 5.5.6 If the progressive system of notification and calls for corrective action fails to result in satisfactory performance, the Commission shall revoke this Charter and close the School.

5.6 **Emergency Intervention**

In situations where the Commission reasonably determines that there is an immediate, serious threat to student health, safety or welfare, the Commission may bypass the progressive system of notification and calls for corrective action and demand immediate action by the Charter School to address the problem. Failure to correct the problem to the reasonable satisfaction of the Commission within the time frame established by the Commission shall result in closure of the School and termination of this Charter.

5.7 **Reporting and Inspection**

- 5.7.1 All records established and maintained in accordance with the provisions of this Charter, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Commission or its designees.
- 5.7.2 The Charter School shall grant the Commission access to student data collected by MDOE and available through MEDMS.
- 5.7.3 Upon request, the Charter School shall report and/or make available to the Commission any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student records. Student records may include but are not limited to emergency contact information, health and immunization data, class schedules, attendance summaries, disciplinary

actions and academic performance standardized assessment results and documentation required pursuant to state and federal law.

5.7.4 Access shall include the authority to review and copy documents.

5.7.5 Except as otherwise provided in this Charter, the Commission shall use such information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student information acquired from the Charter School for any other purpose.

5.7.6 The Commission shall provide the Charter School reasonable notice and, to the extent feasible, a schedule of regular reporting requirements.

5.7.7 The Commission shall endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, limiting requests to what is reasonably required for the Commission to fulfill its duties for oversight, accountability and reporting, and avoiding duplicative requests by accessing data collected by MDOE through MEDMS.

5.7.8 All inspections of records and site visits shall be conducted during regular business hours and scheduled so as to avoid unnecessary inconvenience or disruption of the operation of the Charter School, except in the case of an emergency.

5.8 **Site Visits**

The Commission may, at its discretion, conduct announced or unannounced Site Visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of the Commission's oversight responsibilities including, but not limited to, inspection of the Facilities; inspection of records maintained by the Charter School; interviews and observations of the principal, governing board, staff, school families, and community members, and/or observation of classroom instruction.

5.9 **Complaints**

5.9.1 Any complaints or concerns received by the Commission about the Charter School or its operation, including but not limited to complaints filed with the Office for Civil Rights, Maine Human Rights Commission and Equal Employment Opportunity Commission, shall be forwarded promptly by the Commission to the Charter School.

5.9.1.1 To the extent that concerns or complaints received by the Commission about the Charter School may trigger Commission intervention, including revocation or non-renewal of the Charter, the Commission may monitor the Charter School's handling of such concerns or complaints. In such cases, the Commission may request and the Charter School shall provide information regarding the school's actions in responding to those concerns or complaints. The Commission may elect to delay intervention until another state or federal investigation is completed and may accelerate the level of intervention based on the conclusions of the state or federal investigation.

5.9.1.2 Within thirty (30) days of receipt of any documents, data and records provided by the Charter School pursuant to compliance with the terms of this Charter, the Commission shall notify the Charter School in writing of material problems, questions, concerns, and/or issues relating to such documents, data and reports.

5.9.2 The Charter School shall promptly forward to the Commission any formal complaints or concerns received by the Charter School including but not limited to complaints filed with the Office for Civil Rights, Maine Human Rights Commission, and Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the governing board of the Charter School.

5.10 **Dispute Resolution**

In the event of a dispute between the Charter School and the Commission regarding the terms of this Charter or any other issue regarding the relationship between the Charter School and the Commission, the Parties agree to implement the following Dispute Resolution Plan in good faith.

5.10.1 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).

5.10.2 Within thirty (30) days of sending written correspondence, or longer if both parties agree, the Charter School Representative and the Commission Representative, or their designees, shall confer in a good faith effort to resolve the dispute.

5.10.3 If the dispute has not been resolved following efforts to confer, the parties agree to identify a neutral, third-party mediator to assist in dispute resolution. The format of the third-party mediation process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Mediation costs shall be shared equally between the Charter

School and the Commission. The finding(s) or recommendation(s) of any mediator shall be non-binding unless the governing authorities of the School and the Commission agree jointly in writing to bind themselves.

- 5.10.4 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Charter School may exercise any legal rights and pursue any legal remedies that are available under applicable law.
- 5.10.5 In the event that neither mediation process nor other good faith efforts achieve resolution of the dispute, the Commission may take any action it deems appropriate, consistent with its duty to ensure that the Charter School is in material compliance with this Charter and applicable law. Nothing in this section be construed to abridge or any way limit the Commission's authority to revoke a Charter, nor the right of the Charter School to petition for judicial review of any final action of the Commission affecting the Charter or the autonomous operation of the Charter School. Except in the case of an emergency intervention pursuant to Section 5.6 above, the Charter School may continue operating pending any such appeal and the applicable school administrative units shall remain obligated to remit the payments for each pupil pursuant to Section 4.2.1.

5.11 **Notification**

- 5.11.1 The Charter School shall notify the Commission immediately of any significant student or staff injuries, financial crises, or any other event that affects the ability of the Charter School to comply with applicable law or regulation or this Charter.
- 5.11.2 The Charter School shall notify the Commission immediately of any circumstance requiring the closure of the Charter School, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 5.11.3 The Charter School shall immediately notify the Commission of the arrest of or charge against of any members of the Charter School's governing board or of a Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of the Charter School's governing board or of any Charter School employee for child abuse or neglect.
- 5.11.4 The Charter School shall notify the Commission immediately of any change in its corporate status with the Maine Secretary of State's Office.

5.11.5 The Charter School shall notify the Commission immediately of a default on any obligation, which shall include debts for which payments are past due for sixty (60) days or more.

5.11.6 The Charter School shall notify the Commission immediately if at any time during the school year, the Charter School's enrollment decreases by ten percent (10%) or more compared to the most recent pupil count.

Part 6: General Provisions

6.1 Entire Agreement

This Charter, including all exhibits, contains the entire agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein. All prior representations, understanding and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The parties recognize that amendments to this Charter may be approved from time to time hereafter.

6.2 Integration

Insofar as practicable all terms of Exhibits B through E to this Charter shall be interpreted in such a way as to be consistent at all times with the body of the Charter. While Exhibit A may be referred to for guidance in the event of uncertainty about the meaning of the terms of this Charter, in no event shall the language of Exhibit A take precedence over inconsistent language in the body of the Charter or Exhibits B through E.

6.3 Notice

Any notice or notification required or permitted under this Charter shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment or receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School:

Jacinda Cotton-Castro
P.O. Box 1689
Gray, ME 04039-1689

In the case of the Commission:

Jana Lapoint, Chair
Maine Charter School Commission
23 State House Station
Augusta, ME 04333-0023

6.4 Indemnification and Disclaimer of Liability

6.4.1 The Parties acknowledge that the Charter School is not acting as the agent of, or under the direction and control of the Commission, and that the Commission does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.

6.4.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Commission to any third party. The Charter School shall clearly indicate to contractors, vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Commission.

6.4.3 The Charter School shall defend, indemnify, and hold harmless the Commission, and its officers, directors, agents and employees from any and all claims, costs, demands, expenses, injuries, liabilities, losses, proceedings, suits and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Commission on account of any action of the Charter School, its employees, agents contractors or assigns. In no event shall the Charter School have an obligation to indemnify for such portion of any claims arising out of or resulting from (i) the Commission's negligence or unlawful act or omission, or (ii) action by the Charter School taken in reasonable reliance upon an instruction or direction given by a person acting on behalf of the Commission in material compliance with this Agreement. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

6.4.4 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee or agent of the Commission.

6.4.5 The Commission shall not be liable for the debts or financial obligations of the Charter School.

6.5 **Waiver**

No waiver shall be deemed to have been made by either party unless expressed in writing and signed by the waiving party. The Parties expressly agree that they shall not assert in any action relating to the Charter that any implied waiver occurred between the parties that was not expressed in writing. The failure of either party to insist in any one or more instances on strict performance of any terms or conditions of this Charter shall not constitute a waiver or relinquishment for the future of that term or condition, but the same shall continue in full forces and effect, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it. No waiver by either party of any one or more of its rights and remedies under the Charter shall be deemed to be a waiver of any prior or subsequent rights or remedies under the Charter or at law.

6.6 **Assignment**

No right or interest in this Charter may be assigned by anyone on behalf of the Charter School without prior written approval of the Commission and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Commission, which approval may be given or withheld at the sole discretion of the Commission. A violation of this provision shall constitute a breach and shall be grounds for the immediate revocation of the Charter. No assignment or delegation or any contractual duty shall in any case release the Charter School of its liability under this Charter.

6.7 **Governing Law**

This Charter shall be governed by and construed in all respects in accordance with the laws, statutes and regulations of the United States of America and the State of Maine. Any legal proceedings against the Commission regarding this Charter shall be brought in State of Maine administrative or judicial forums. The Charter School consents to personal jurisdiction in the State of Maine.

6.7.1 The Parties intend that where this Charter references federal or state laws or regulations, that they be bound by any amendments to such laws or regulations upon the effective date of such amendments. The Parties agree that if new federal or state laws or regulations are enacted that apply to charter schools; they shall amend this Charter to the extent necessary, equitable, or appropriate to comply with and/or adapt to those changed laws and regulations (including any modifications to standards or requirements that are included in this Contract in order to comply with federal or state laws or regulations).

6.7.2 The Charter School shall comply with all federal and state laws and regulations that are applicable to charter schools unless the School has expressly received a waiver from such laws and regulations by an individual authorized by law or regulation to grant such a waiver. The Charter School shall conform, in all respects and at all times, with the educational standards contained in this Charter.

6.8 **Severability**

The provisions of this Charter are severable. The invalidity or unenforceability of any particular provision or part thereof of this Charter shall not affect the remainder of said provision or any other provisions, and this Charter shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted, provided that if the invalid or unenforceable provisions affects compensation to the Charter School, this Charter shall be equitably adjusted and modified accordingly.

6.9 **Third Party Beneficiary**

The enforcement of the terms and conditions of this Charter, and all rights of action relating to such enforcement, shall be strictly reserved to the Commission and the Charter School. Nothing contained in this Charter shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Charter that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.10 **Material Amendment**

6.10.1 A Material Amendment to this Charter shall be effective only with written approval of both the Commission and the Charter School.

6.10.2 Material Amendments to this Charter, include, but are not limited to the following:

- 6.10.2.1 Changes in legal status, ownership, governance, or senior management, including the structure of the governing board and its membership (but excluding changes in the identity of individual directors as those directors complete their terms);
- 6.10.2.2 Changes to the mission statement;
- 6.10.2.3 Variances in actual enrollment that exceed or fall short of the standards prescribed in Section 2.3.5;
- 6.10.2.4 Changes in grade levels served, except as contemplated in Part 2 above;
- 6.10.2.5 Changes in the location of the Facilities;
- 6.10.2.6 Changes in the school calendar resulting in the number of days of instruction falling below the minimum provided in Section 3.2 hereof;
- 6.10.2.7 Changes in admissions or enrollment preferences or procedures;
- 6.10.2.8 Change of contractors or amendments to contracts identified in Section 2.15.4; and
- 6.10.2.9 Substantial changes to the educational program with respect either to content or method.
- 6.10.3 The Charter School shall submit all proposed Material Amendments in writing to the Commission for consideration. The Commission shall respond to the Charter School in a time and manner consistent with good faith negotiation and with avoidance of disruption to the operations or financial viability of the Charter School.
- 6.11 **Non-Material Amendment**
- 6.11.1 A Non-Material Amendment to this Charter may be effective by the Charter School through written notification to the Commission.
- 6.11.2 Non-Material Amendments to this Charter include, but are not limited to, the following:
 - 6.11.2.1 Amendments to the Charter School's bylaws;

- 6.11.2.2 Revisions and/or amendments to the instructional methods or curriculum that do not affect the School's mission or pupil performance standards;
- 6.11.2.3 Changes to the mailing address, telephone, and/or fax number of the Charter School provided that such changes do not constitute a change to the location of the Facilities; and
- 6.11.2.4 Changes to the individual identified by the Charter School in Section 6.3 above.
- 6.11.3 The Commission may change the individual identified by the Commission in Section 6.3 above through written notification to the Charter School.
- 6.11.4 A Non-Material Amendment shall take effect immediately.
- 6.11.5 Not more than sixty (60) days after receipt of notification of an amendment made by the Charter School under Section 6.11.1, the Commission may object in writing to a Non-Material Amendment on the basis that the proposed change constitutes a Material Amendment.

IN WITNESS WHEREOF, the undersigned hereby enter into this Charter as of the Effective Date.

MAINE CHARTER SCHOOL COMMISSION

By: Jana Lapoint
Jana Lapoint, Chairperson

FIDDLEHEAD SCHOOL

By: Bruce Woodard
~~Debra Smith, Chairperson~~ (Bruce Woodard), Acting Chairperson

FIDDLEHEAD SCHOOL OF ARTS & SCIENCES

JANUARY 2013

Performance Indicators, Measures, Metrics and Contract Evaluation Criteria

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and Frequency for Collection of Evidence	Evidence presented as part of monitoring plan (State whether evidence is from Document/Interview/Site visit/Other source (describe))	Meets performance Expectations: Yes/no/partially
Student Academic Proficiency	<ul style="list-style-type: none"> Proficiency Level on State Assessments Proficiency Level on school-developed assessments 	<ul style="list-style-type: none"> Percentage of students scoring at "proficiency" or above on state assessments in English Language Arts and Mathematics Percentage of students considered proficient on school assessment in specified subject areas 	<ul style="list-style-type: none"> Percentage of students (age8/gr. 3 and above) at proficiency level will increase every year by 3% on NECAP in Reading and Math (on Better Balanced when that is phased in) NWEA to be given pre and post, midterm for struggling learners to show 3% increase. Local assessment will be ongoing using Work Sampling System (Pearson) for ages 4-10 (PK-gr 5), reporting 2x/year. Assessment embedded in Reggio classroom practice such as but not limited to running records (multiple data points)for documentation and assessment. 	<ul style="list-style-type: none"> Annual state assessment School developed formative and summative assessment data, available on monthly, quarterly and annual basis. Summative reporting to parents to occur two times a year. Data to be available in aggregate and by subgroups for state reporting. 	<p>In the first year, the Commission will ask for a six month update on its plan. Data will be submitted annually, thereafter.</p> <p>In year one, the school will submit its plan within six months of opening. The Commission will review the school's</p>	
Student Academic Growth	<ul style="list-style-type: none"> Value added nationally normed individual and group 	<ul style="list-style-type: none"> Percentage of students who make one year's growth 	<ul style="list-style-type: none"> 80% of students will meet or exceed Work Sampling System Literacy, Math and Science performance 	<ul style="list-style-type: none"> Within the first three months, school has established individual student 	<p>In year one, the school will submit its plan within six months of opening. The Commission will review the school's</p>	

	assessment or equivalent for English and Math.	<ul style="list-style-type: none"> Percentage of students moving to a higher performance level for academics and goals of the charter school. 	<p>indicators typical of their age/grade by the end of each year. 10% of students will achieve 75% of performance indicators in Literacy, Math & Science; 10% will meet 50% of performance indicators.</p>	<p>records for target information, offered quarterly and annually.</p> <ul style="list-style-type: none"> Evidence to be available quarterly and annually, for each student Where available, state data for comparison schools will be also reviewed. 	<p>reports annually thereafter. (A major review will be completed in the third year).</p>	
Achievement Gaps in proficiency and growth between major student subgroups	<ul style="list-style-type: none"> Gaps in proficiency and growth between major student subgroups 	<ul style="list-style-type: none"> Gaps as determined by Maine's ESEA-based accountability system. 	<ul style="list-style-type: none"> Goals for gap closure include charting population to identify subgroups and establish a goal of 4-5% growth. Agreement to review goals annually with authorizer. State data will be used as comparison. 	<ul style="list-style-type: none"> Operators to be required to report student attendance data in accordance with state regulations on truancy and dropouts. 	<p>Annual Reports</p>	
Student Attendance	<ul style="list-style-type: none"> Average Daily Attendance Rate Individual student attendance rate Unexcused absences 	<ul style="list-style-type: none"> Percentage of students attending a target percentage of days. Percentage of students exceeding a particular number of truanancies in a given period of time. 	<ul style="list-style-type: none"> MEDMS system for reporting data Targets established at 94% attendance Create process for working through student unexcused and excessive absences School data to be compared with state average and for "comparison band" 	<p>Report on status of systems to be done within six months of opening. Annual reports thereafter.</p>		
Recurrent Enrollment from Year to Year	<ul style="list-style-type: none"> Student re-enrollment from one year to the next. Continuous enrollment of 	<ul style="list-style-type: none"> Percentage of students re-enrolled from one year to the next Percentage of 	<ul style="list-style-type: none"> Enrollment records 90% recurrent enrollment Target Establish exit interview to determine cause for 	<ul style="list-style-type: none"> Revised semi-annually 	<p>MCSC to receive from each school district in accordance with the statutory requirements.</p>	

	students for multiple years	students continuously enrolled for multiple years	not reenrolling.			
Postsecondary readiness (for HS)			<ul style="list-style-type: none"> N/A – Pre-K-6 school 			
Financial Performance and Sustainability	<ul style="list-style-type: none"> Budget versus actual revenue and expenditures External audit reports 	<ul style="list-style-type: none"> Percentage variation between budget and actual revenue and expenditures. Balance Sheet Presence of management findings or deficiencies on an audit report, and success in correct findings. 	<ul style="list-style-type: none"> School will produce monthly financial reports, and evidence that reports is reviewed by governing board monthly through agenda item. When monthly financials vary by more than 5% item is flagged for special governing board consideration. 	<ul style="list-style-type: none"> Quarterly financial reports available to the authorizer. 	<ul style="list-style-type: none"> Annual audit by an outside reviewer Copies of Quarterly reports to the Operator's board will be sent to MCSC. 	
Governance Board Performance and Stewardship	<ul style="list-style-type: none"> Public Accountability – Transparent, responsive and legally compliant Board operation 	<ul style="list-style-type: none"> Board operations consistent with Bylaws, Charter Contract and state laws, including Freedom of Access law and law prohibiting conflicts of interest. 	<ul style="list-style-type: none"> Governance board meeting to be held monthly Application shows evidence of bylaws and policies in place and are regularly reviewed. Governing Board membership to be increased to 9 members. 	<ul style="list-style-type: none"> State and Federal IRS forms are regularly filed and available to the public Authorizer to conduct semi-annual interviews with Governance Board Chair and chief executive officer. 	<p>MCSC interviews with the Board Chair and School heads done within first six months of the contract. Annually, thereafter.</p>	
Adequacy of Facilities Maintenance in Support of the Program	<ul style="list-style-type: none"> Actual facility cost Room utilization Cleanliness of facility 	<ul style="list-style-type: none"> Percentage of over or under cost projection Rate of room utilization 	<ul style="list-style-type: none"> Daily cleaning logs to be maintained. Quarterly Building Committee meetings to monitor facility and capital improvement 	<ul style="list-style-type: none"> Records available on request Annual review of maintenance and capital improvements. 		

	<ul style="list-style-type: none"> Maintenance request log Capital Improvement plan 	<ul style="list-style-type: none"> Daily cleaning logs Maintenance request and time completed 1-3-5 year plan for capital improvements 	plan.			
Transportation and Food Service	<ul style="list-style-type: none"> As planned in the application and approved contract 	<ul style="list-style-type: none"> Records of costs and student utilization. 	<ul style="list-style-type: none"> As outlined in the application 	<ul style="list-style-type: none"> State/city inspection of facility in accordance with health and safety laws 	First year, six month report. Annually, thereafter.	
School Social and Academic Climate	<ul style="list-style-type: none"> Instances of bullying, harassment, or other abusive practices Confidential surveys of parents, staff and students regarding social and academic climate Emotional/social growth of students 	<ul style="list-style-type: none"> Reports of actual or suspected bullying, harassment or other abusive practices Percentage of surveyed parents, staff and students who express satisfaction with school's social and academic climate Survey of students and staff 	<ul style="list-style-type: none"> The school will maintain the same state and federal reporting requirements as public schools. School will participate in the state student climate surveys; data compared with comparison schools. Survey to be developed to measure parent/student/community feedback 	<ul style="list-style-type: none"> Reviewed annually 	Parent and student survey – results to MCSC and governing board annually. Governing board to review and approve the survey form; MCSC may require revisions in the form if found inadequate.	
Parent and Community Engagement	<ul style="list-style-type: none"> Partnerships Communication systems Parent participation in their children's education and in 	<ul style="list-style-type: none"> Partnerships with community organization and representatives, including local non-charter 	<ul style="list-style-type: none"> Goal is to have all families involved in the school community in ways that are meaningful to parents and the school will therefore seek 80% 	<ul style="list-style-type: none"> The Authorizer will meet annually with a representative group of parents to review their sense of school compliance with 	See previous column	

	<p>the operation of the school.</p>	<p>public schools.</p> <ul style="list-style-type: none"> • Regular and clear communication to and from parents and caregivers regarding operations of the school and about their children specifically. • Participation in parent-teacher meetings • Parent and family participation in school sponsored activities, including volunteer and fundraising activities. 	<p>parent participation.</p> <ul style="list-style-type: none"> • Involvement noted in school handbooks for parents and students. • Plan for parent conferences established, and records maintained. • List of engagement opportunities provided to parents and community members throughout the school year with capacity for them to add additional activities. Record kept of volunteer and parent participation. 	<p>target practices</p> <ul style="list-style-type: none"> • School will present evidence of parental feedback and their subsequent actions for improvement. 		
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Attachment 10. Fiddlehead School of Arts & Sciences Pre-Opening Plan

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date	
GOVERNANCE	Board Recruitment	Founders		Completed, approval pending	
	Articles of Incorporation & Nonprofit Filings	Founders and Board		Completed, approval pending	
	By-laws	Founders and Board		Completed, approval pending	
	Organizational Chart	Founders and Board		Completed, approval pending	
	Organizational Policies & Procedures	Founders and Board		Completed, approval pending	
	Staff Handbook	Exec Dir and Board		Completed, approval pending	
	ENROLLMENT	Final Enrollment Policy	Governing Board	Prior to contract	On contract date
		Application for Admission	Exec Dir and Board	On contract date	180 days before start of school
		Recruitment	Exec Dir/Dir of Admissions	Prior to contract	Date capacity is reached, or on basis to be negotiated
		Admissions notification and/or lottery	Exec Dir/Dir of Admissions	Start of contract	180 days prior to start of school
File pre-enrollment report		Exec Director	April 1	September 1	
Principal & key admin. (Spec Svcs, others)		Exec Dir and Board	Prior to contract	30 days prior to start of school year	
STAFF RECRUITMENT & HIRING	Prof. Instructional staff (FT & PT regular teachers, Sp Ed, ELL teachers); background checks completed	Exec Dir/Head of School	Prior to contract	30 days prior to start of school year	
	Clerical Staff	Exec Dir/Head of School	On contract date	20 days prior to start of school year	
	Substitute Teachers	Exec Dir/Head of School	On contract date	At start of school year	
	Initial prof. development & staff orientation.	Exec Dir/Head of School	On contract date	5 days prior to start of school year	

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
FACILITIES & SAFETY	Signed lease agreement for all space as listed in application	Exec Dir & Board	Prior to contract	60 days prior to start of school year
	All required renovations to meet approved inspections for schools	Exec Dir & Board	Prior to contract	30 days prior to start of school year
	Certificate of Occupancy	Exec Dir/Head of School		Completed
	Fire & Asbestos inspection, lead paint assessment report	Exec Dir/Head of School	Prior to contract	15 days prior to start of school year
	Insurance policy in place	Exec Dir/Head of School	Prior to contract	On contract date
	Utilities	Exec Dir/Head of School	Lease Agreement	Completed, approval pending
	Capital equipment & installation	Exec Dir/Head of School	Prior to contract	45 days prior to start of school year
	Office & classroom equipment & furnishings	Exec Dir/Head of School	Prior to contract	15 days prior to start of school year
	Emergency contact sheet & safety plan	Exec Dir/Head of School	Prior to contract	15 days prior to start of school year
	School calendar & student schedule	Exec Dir/Head of School		Completed, approval pending
STUDENT LEARNING	Code of conduct	Exec Dir/Head of School		Completed, approval pending
	Special services & special education policy & procedure	Exec Dir/Head of School/Spec Svcs Coord		Completed, approval pending
	Curriculum Accommodation plan	Exec Dir/Head of School/Spec Svcs Coord	Prior to contract	On contract signing
	Title I and ELL plan	Exec Dir/Head of School/Spec Svcs Coord	Prior to contract	On contract signing
	Operating budget - final pre-opening revisions	Exec Dir/Board		Completed, approval pending
	Cash flow projections	Exec Dir/CFO		Completed, approval pending
	Fiscal policies & procedures manual	Exec Dir/CFO		Completed, approval pending
FINANCES & FINANCIAL SERVICES	Grants and entitlements (federal and state)	Exec Dir/Board Treasurer/Compliance Dir	Prior to contract	45 days prior to start of school year

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
FINANCES & FINANCIAL SERVICES (Cont'd)	Other grants	Exec Dir/Board Treasurer/Compliance Dir	Prior to contract	45 days prior to start of school year
	Misc funds/fundraising plan	Exec Dir/Board Treasurer/Compliance Dir	Prior to contract	30 days prior to start of school year
	Audit timeline	Exec Dir & Board	Prior to contract	On signing contract
	Hardware set-up	Compliance Dir	Completed	
TECHNOLOGY	Software set-up	Compliance Dir	Prior to contract	20 days prior to start of school year
	Student and staff IT policy & procedures	Compliance Dir		Completed, approval pending
	Curriculum plan	Exec Dir/Head of School		Completed, approval pending
CURRICULUM & INSTRUCTION	Instructional materials purchasing plan	Exec Dir/Head of School	Prior to contract	On signing contract
	Classroom assignments & set-up	Exec Dir/Head of School	Prior to contract	15 days prior to start of school year
	Attendance and student retention records system designed and implemented	Exec Dir/Head of School	Prior to contract	On signing contract
	Academic performance information	Exec Dir/Head of School		Completed, approval pending
STUDENT SERVICES, RECORDS & REPORTING SYSTEM	Student academic assessment and reporting plan	Exec Dir/Head of School		Completed, approval pending
	Transportation plan and contract	Exec Dir/Head of School		Completed, approval pending
	Nutrition and Food service plan & contract	Exec Dir/Head of School	Prior to contract	On signing contract
	Health and wellness plan	Exec Dir/Head of School	Prior to contract	On signing contract

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
STAFF INFORMATION & RECORDS SYSTEM	Employment policies, performance evaluation criteria and procedures for professional and support staff	Exec Dir, Compliance Dir and Board		Completed, approval pending
	Professional development plan	Exec Director		Completed, approval pending

CLOSURE PLAN Exhibit D

1. Documentation of Closure Action:

Should **Fiddlehead School** (the “School”) be closed for any reason by the School’s Governing Board, notice of such action shall be sent to the Maine Charter School Commission (“MCSC”) and the Maine Department of Education (“DOE”) within 5 calendar days of any official closure action taken by the Board. Should the MCSC initiate the closure action, timely notice will be sent to the School’s Governing Board and the DOE. Within 5 calendar days of the official closure action taken by the Board or within 5 calendar days of receipt of notice from the MCSC, the School must send a notice of closure to:

- Parents or guardians of students;
- The school administrative units of residence of the students in attendance at the School;
- Collaborative partners in the local community; and
- The DOE.

Notification of all the parties will include at least the following:

- The effective date of the closure;
- The name of and contact information for the individual responsible for handling inquiries regarding the closure (the “transition coordinator”);
- The process for transferring student records to the students’ districts of residence; and
- How parents or guardians may obtain copies of student records, including specific information on completed courses and standards met toward graduation requirements.

In addition to the four required items above, notification to parents and guardians of students will include:

- Information on how to transfer the student their school administrative unit of residence or to another traditional public school, charter school or private school; and
- Information on how to obtain certified packet of student information that may include grade reports, discipline records, immunization records, and any other appropriate information.

If a closure should occur it will happen at the end of an academic year as long as it is feasible to maintain a legally compliant program until then.

2. School and Student Records Transfer:

The transition coordinator is responsible for ensuring that the students' educational records are transferred to each student's district of residence no later than 10 days following the closure.

If a parent or legal guardian notifies the transition coordinator in writing that the student will be attending school at a public or private school other than in the student's district of residence, the transition coordinator is responsible for ensuring that the student's education records are transferred to that public or private school no later than 10 days following the closure.

The transition coordinator is responsible for providing of a list of students in each grade level and the courses and/or the standards they have successfully completed to the DOE no later than 30 days after the closure.

3. Financial Close-out:

Within 60 days after receiving notification of closure, the DOE will notify the School of any liabilities the school owes the State. These may include overpayment of apportionments, unpaid revolving fund loans or grants, or other liabilities.

An independent final audit will take place within six months after the closure of the School that includes:

- An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value; and
- An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.

This final audit report must be submitted to the MCSC in the form required.

A closeout audit must be completed within twelve months after the closure of the school that will determine the disposition of all liabilities of the School as well as ensure disposal of any net assets remaining after all liabilities have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- The return of any donated materials and property to the extent required by any conditions set when the donations were accepted.

- The return of any grants and restricted categorical funds to their source to the extent required by the terms of the grant or state and federal law.
- The submission of final expenditure reports for any entitlement grants and the filing of final expenditure reports and final performance reports, as appropriate.

Any public funds (i.e. funds paid to the school by school administrative units pursuant to Section 4.2.1 or any funds paid by the State of Maine) remaining after satisfaction of outstanding obligations to employees and creditors must be paid to the Treasurer of the State of Maine to the extent required by 20-A M.R.S. § 2411(8) or its successor, for a public purpose.

Any remaining funds (“Private Funds”) and other assets of the Charter School shall be disposed of consistent with Maine nonprofit organization law and the School’s Articles of Incorporation and By-laws, provided that the School must maintain records demonstrating that any Private Funds are not public funds.

**Maine Charter School Commission
Monitoring Plan
Exhibit E**

1. Complaints Received by the Charter School:

- a. The School shall adopt and maintain a policy regarding the receipt and resolution of public concerns and complaints. The School shall keep records of complaints received and their resolution and shall make those records available to the Commission annually.

2. Academic Proficiency, including Readiness for Postsecondary Enrollment:

- a. Within 3 months of the start of the first school year ("Year One"), the School will provide the Commission with a protocol for fulfilling its assessment plan (formative and summative) as listed in the Charter Application.

Target date: January 15.

- b. At the end of Year One, the School will provide a statistical summary of student scores in accordance with the appropriate MEDMS template.

Target date: June 30.

- c. Prior to the start of Year Two, the School will provide its plan for improving or maintaining student academic growth, based on its data from Year One.

Target date: September 1.

- d. In Years Two through Five, at mid-year and end-of-year, the Commission will be provided copies of reports used by the School to track student academic growth. At least once a year, the School will meet with the Commission's Executive Director to review these data reports and the annual plan to monitor and reach the academic targets for years 3, 4 and 5. (Refer to Performance Indicators for more specific areas)

Target dates: January 15 and June 30.

3. Special Education Compliance Review

- a. At the end of Year One, the Commission will review all data relating to child find and students identified as eligible under IDEA requirements as promulgated by MDOE.

Target date: June 30.

- b. The School will provide the Commission notification of a due process complaint or a request for due process hearing **within five business days** of receiving the complaint or request. The Commission will monitor the School's response and any subsequent plan for correction of noncompliance.

- c. The Commission will review annually the agreement between the School and MDOE and/or an SAU or other approved provider for special education services to the school.
Target date: June 30.

4. Student Attendance and Enrollment

- a. The Commission will receive simultaneous copies of student enrollment reports provided to sending SAUs in accordance with state reporting guidelines. Within **30 calendar days** of receipt of said reports, the Commission will review the status with the chief executive of the school and/or the Chair of the governing board.

Target dates: October 1, February 15 and June 30.

- b. The Commission will receive an annual attendance report from the School, and the Commission will provide a report back to the School subsequent to its review.

Target date: June 30.

5. Social and Academic Climate, including Academic Discipline

- a. The Commission will receive copies of the academic disciplinary reports required under federal and state statutes on the required filing dates.

- b. Copies of any expulsion records will be provided to the Commission **within ten business days** of any action taken by the governing board.

6. Parent and Community Engagement

- a. Within three months of the start of Year One, the School will provide the Commission with a plan for parent engagement and conferences.

Target date: December 1.

- b. Annually, the School will provide a copy of its current parent-student handbook and related policies, highlighting any changes from that approved in the charter contract.

Target date: September 1.

- c. Commission members will meet annually with a representative group of parents, community members and/or volunteers for the purposes of receiving feedback on the school's community engagement plan.

Target date: At the annual on-site review. (See section 9 below.)

7. Transportation Contract, Food Service, Facilities Maintenance and Performance Record.

- a. Provide an annual report on performance based on the respective plans as approved in contract.

Target date: June 30.

- b. If necessary, the School and the Commission may re-open any relevant contract provision related to transportation, food service or facility maintenance based on the first annual review.

Target date: June 30.

8. Financial Reports

- a. The School will insure that monthly and quarterly financial reports are created and distributed to the governing board. The School will provide **quarterly reports** to the Commission with the evidence that the Governing Board has reviewed them in compliance with standard auditing practices.

Target dates: October 15, January 15, April 15 and July 15.

- b. Quarterly financial statements will include revenues and expenses in accordance with state accounting reporting system.

- c. The School will complete an annual audit in accordance with standard auditing practices for public schools and file a copy of that report with the Commission.

Target date: October 31.

- d. The school will provide a revised annual financial plan, based on known and projected enrollments, including anticipated grant, foundation and fundraising revenues.

Target date: September 1.

9. Governance Reports

- a. Once a year the chair of the governing board and the chief school executive will have an on-site visit and meeting with the Commission to discuss the role of the board in exercise of its oversight responsibilities to the school and its students and families.

Target date: During the last quarter of the school year, while school is in session.

10. Standards and Processes for Revocation of a Contract

- a. If at any time the Commission determines, as the result of receiving a complaint or on its own review of the information obtained through the monitoring process, that it has significant concerns regarding the School's failure to comply with the terms of the Charter or governing law, or failure to meet any projected targets in one or more of the performance areas required by the Charter, the Commission will deliver a notice to the governing board of the School. Such notice shall identify the specific concerns, stating that the concerns represent potential violations of law or the Charter that could lead to sanctions by the Commission up to and including revocation of the Charter. The Commission shall require a written response, including a plan for timely remediation within **thirty calendar days** of receipt of the notice by the School.

- b. No later than **ten business days** after receipt of the School's written response, the Commission will schedule an interview and public hearing to discuss the concerns identified by the Commission and the response as filed by the School.
- c. For no less than **five business days** after the interview and hearing, the Commission will receive any further written comments from the School and/or the public.
- d. After the additional response/comment period described above, the Commission will have **thirty business days** to issue a letter of findings including either 1) conditions for the continued operation of the School including timelines for required remediation, or 2) the time and date under which the school is ordered to begin implementation of the Closure Plan. Subsequent failure on the part of the School to comply with the conditions and timelines for continued operation without seeking additional assistance or relief from the Commission will result in notice of the time and date under which the School is ordered to begin implementation of the Closure Plan.

11. Emergency Closure

- a. The Commission may order an emergency closure of the school upon a finding that the health, welfare or safety of pupils enrolled is at imminent risk.