

**Maine Virtual Academy - Final Copy
November 13, 2014, Maine Charter School Commission Business Meeting.**

A motion was made to approve the Maine Virtual Academy to negotiate a charter contract with the following additional contract requirements.

This motion was approved with a 6 to 1 vote of the Commission Members.

1. The Applicant will be required to conduct any lottery for enrollment as follows: enroll first all grade 7-9 students and then grade 10, then 11, then 12, subject to the exceptions provide at law for siblings and other students.
2. Beginning in year two, the Board will hire an independent third-party to evaluate the ESP and the school's execution of the education program described in the RFP, which report shall be provided to the Commission, together with access to raw data. In addition, the Applicant shall provide evidence of board review and commitment to continuous improvement based on such interview.
3. The Applicant shall conduct exit interviews with its employees and those of the ESP assigned to the school, together with students. Such interviews shall be summarized annually and provided to the Commission, together with access to raw data. In addition, the Applicant shall provide evidence of Board review and commitment to continuous improvement based on such interviews.
4. The Applicant shall maintain an annual budget reserve, line of credit or similar credit facility to hire additional staff or necessary resources at the Commission's reasonable discretion.
5. The Applicant shall report back on the effectiveness of the CEO to supervise the CFO, the Program Manager and staff, manage the ESP and serve as head-of-school with respect to the students and parents.
6. The ESP's recruiters cannot be economically incented to recruit students, through such means as a capitation fee or bonus.
7. The Applicant shall liquidate the startup loan of the ESP such that there is no debt owed to the ESP after the end of year three, other than ordinary trade credit.
8. Before enrolling greater than 400 students, the Commission must be satisfied as to the execution of the education program performance.
9. Opening enrollment of the school shall be 270 +/- 10% with minimum enrollment thereafter being no less than 270 students at any time.
10. The Applicant shall hire an independent third-party to annually survey parents and students for satisfaction with the educational program, ESP performance and such other matters determined by the Board or required by the Commission. Such surveys shall be summarized annually and provided to the Commission, together with access to raw data. In addition, the

Applicant shall provide evidence of Board review and commitment to continuous improvement based such interview.

~~Formerly #11: The Applicant shall maintain an anonymous reporting line or similar system for use by ESP staff for providing feedback to the Applicant regarding any matter, including but not limited to, HR practices of the ESP, effectiveness of professional development programs, and student teaching loads.~~

11. During recruitment, the Applicant must disclose and offer contract information for other virtual or blended schools at the outset of the intake.
12. The Applicant will maintain a single cohort class, subject to attrition and subsequent un-recruited individual enrollments.
13. The Applicant will comply with 20-A 201 section 4002 (2) ensuring that students will be provided with schoolbooks and the necessary apparatus and appliances at the expense of the Applicant. No student shall be denied enrollment because of the inability or unwillingness to provide their own IT equipment and internet access. Such costs will be born by the Applicant in case of inability or unwillingness.
14. The Applicant's contract with its ESP must contain:
 - a. no exclusivity provision
 - b. a provision that the contract may be terminated at the sole discretion of the Applicant for any reason with reasonable notice to the ESP;
 - c. a provision for a pro-rata refund to the school from the ESP if a student withdraws prior to the end of the semester;
 - d. ~~a provision for access by ESP employees to the Applicant's Board and staff on an "open door" policy;~~
 - e. a provision that the Program Manager will work full-time in Maine and must dedicate substantially all of his/he work to the Applicant-ESP contract
 - f. a provision that the ESP employees shall be removed from servicing the Applicant-ESP contract at the request of the Applicant for any or no reason within sixty (60) days of the request.
15. The Applicant shall deliver the NWEA twice a year in a supervised testing environment acceptable to the Commission.
16. The Applicant shall develop a plan acceptable to the Commission to address the transition of the school program and students in the event of a failure of the ESP or termination of the contract.