

# Maine Charter School Commission

Request for Proposal and Charter School Application  
FOR SCHOOL OPENING 2017

Question and Answer

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## **Clarifying Question RFP 2017**

### **Education Service Provider**

Q. What constitutes an EPS?

#### **Answer:**

An ESP is defined in:

20-A Ch. 112, §2401.5

"Education service provider" means an education management organization, charter management organization, school design provider or any other partner entity with whom a public charter school intends to contract for a limited scope of education services and resources, including education design, implementation or management.

and in Maine DOE Rule Chapter 140 §2.8

"Except as provided in this subsection 8, a public charter school may contract with an education service provider for a limited scope of education or management services. An authorizer shall ensure that the scope of services delivered through such a contract does not remove responsibility and control of essential programmatic elements of the school from the charter school's governing board.

A virtual charter school may contract with an education service provider for education design, implementation or comprehensive management of the virtual public charter school program.

A charter school's governing board, leaders and managers must be legally and operationally independent from any education service provider. In determining whether boards, leaders and managers are independent of the service provider, the authorizer must consider all factors, including but not limited to:

- A. Whether the charter school's governing board is selected by, or includes members who are employees of, the education service provider;
- B. Whether the charter school has an independent attorney, accountant and audit firm that works for the charter school and not the education service provider;

- C. Whether the contract between the charter school and the education service provider was negotiated at “arms length,” clearly describes each party’s rights and responsibilities and specifies reasonable and feasible terms under which either party may terminate the contract;
- D. Whether the fee to be paid by the charter school to the education service provider is reasonable for the type of services provided; and
- E. Whether any other agreements, e.g., loans or leases between the charter school and the education service provider are fair and reasonable, documented appropriately, align with market rates, and include terms that will not change if the contract is terminated.”