

MAINE CHARTER SCHOOL COMMISSION

CHARTER CONTRACT

This Agreement constitutes a Charter Contract (the "Charter") executed this 31st day of July, 2012 (the "Effective Date"), by and between the Maine¹ Charter School Commission (the "Commission") and the Maine Academy of Natural Sciences ("MeANS"), a Maine nonprofit corporation located at 16 Prescott Drive, Hinckley, ME 04944 (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 Maine Charter School 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 June 29, 2012, the Commission approved the application for the proposed Charter School (the "Original Charter Application") set forth in Exhibit A attached hereto and supported by responses to questions posed by the Commission provided in a memorandum dated June 22, 2012, with accompanying documents (the "Charter Supplement") set forth in Exhibit A-1 attached hereto (Exhibits A and A-1 together referred to as the "Charter Application"); 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:

¹ An amendment to 20-A M.R.S. Chapter 112 changing the name of the State Charter School Commission to the Maine Charter School Commission will become effective on August 30, 2012. In order to avoid the need for immediate amendment of this Charter, Maine Charter School Commission is used herein.

Part I: Establishment of the Charter School

1.1 Parties

- 1.1.1 This Charter is entered into between the Maine Academy of Natural Sciences (“MeANS”) by and through its board of directors (“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.

1.2 Charter School Governing Board

- 1.2.1 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.
- 1.2.2 No member of the governing board shall be an employee of the Charter School while serving as a governing board member.
- 1.2.3 No member of the governing board shall be an employee of Good Will Home Association d/b/a Good Will-Hinckley (“Good Will” or “GWH”) while serving as a governing board member.
- 1.2.4 The Charter School affirms, as a condition of this Charter, that it will adhere to a duly adopted conflict of interest policy, consistent with the provisions of this section and of applicable law.

1.2.5 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.

1.2.6 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 directors or officers including the name, business address and resume of any new directors and officers.

1.3 **Term**

This Charter is effective on the date of execution. It shall continue for five (5) years. It shall terminate on August 31, 2017, 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").

1.3.1 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 forth herein.

1.4 **Amendment**

1.4.1 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.

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

1.5 **Location**

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

15 Stanley Road, Hinckley, ME 04944, with ancillary facilities (e.g. field, farm, forest, and athletic facility locations) located elsewhere on the campuses of GWH and Kennebec Valley Community College in Hinckley, Maine.

1.5.2 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.

1.5.3 The Charter School shall not operate in more than one location (except for ancillary facilities as described above) without the prior written approval of the Commission.

1.6 **Facilities**

1.6.1 The building(s) in which the Charter School is to be located shall be known as the Charter School's Facilities (the "Facilities").

1.6.2 The Commission or its designee may, at the Commission's discretion, conduct a health and safety inspection of the proposed Facilities at any time.

1.6.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment.

1.6.3.1 Residential facilities provided by GWH to certain MeANS students are not intended to be "Facilities" addressed in this Charter, but are addressed in an agreement between GWH and the State of Maine Department of Education dated October 20, 2011.

1.6.4 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.

1.6.5 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.

1.6.6 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 instruction 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.

1.6.7 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.

1.7 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.

1.8 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	2012-13	9-12	30-52
Year 2	2013-14	9-12	50-82
Year 3	2014-15	9-12	70-102
Year 4	2015-16	9-12	90-122
Year 5	2016-17	9-12	110-150

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 Commencing or continuing instruction where the total number of students enrolled is less than ten percent (10 %) of the projected enrollment or the total enrollment of the Charter School is fewer than thirty (30) students, whichever is greater, shall be a Material Amendment to the terms of this Charter and shall require prior written approval from the Commission as described in Section 6.10. 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 Public Charter Schools regulation ("Chapter 140").

2.4.2.1 Students currently attending the existing Maine Academy of Natural Sciences and any other educational program provided by GWH must follow the same enrollment process as other prospective students and shall receive no preference in admission to the Charter School.

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.

2.4.5 Notwithstanding anything to the contrary set forth in this Charter, MeANS will operate the Charter School in all respects in a manner so as to fulfill its mission of

serving students who are under-engaged and at risk of dropping out of high school, as set forth in the Mission Statement of MeANS.

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 student suspension and expulsion procedures consistent with applicable law. The suspension and expulsion procedures shall be set forth in the Discipline Policy. The amendment of the Discipline Policy to reflect suspension and expulsion procedures is a Material Amendment of the Charter.

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 bylaws that provide that, except for its initially appointed directors, a minority of its directors will be appointed by GWH and a majority of its directors will be elected by the governing board, provided that, in selecting nominees for election to the governing board, the board (or, if applicable, its nominating committee) will consider any candidates proposed by GWH.

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 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.

2.10.4 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.

2.15.4 The following contracts must be approved by the Commission: the agreement between the Charter School and GWH; the agreement between the Charter School and GWH related to services to be provided by the Glenn Stratton Learning Center.

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 To the extent required by Maine's Charter School statute, 20-A M.R.S. § 2412 (5) or its successor, the following requirements apply:

2.17.1.1 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.

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

2.17.1.3 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

For the 2012-2013 school year only, the school year shall begin on October 1, 2012, and end on August 31, 2013. Subsequent school years shall begin on September 1 of 2013 and each subsequent year, and end on August 31 of the following year. 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.

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.

3.5.2 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 certify to the Commission by submission of the agreement identified in 2.15.4 that the Glenn Stratton Learning Center has obtained special education program approval from the Maine Department of Education (“MDOE”). For purposes of this charter, the parties recognize that a program is considered to have ongoing and effective approval from the MDOE if it has received approval for the previous year, has requested and is awaiting approval for the current year, and has not had its previous approval revoked by MDOE.
- 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.

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 listed 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

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

4.7.2 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.

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

4.7.4 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.

4.7.5 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**

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 assets acquired with public funds remaining after satisfaction of outstanding obligations to employees and creditors must be paid to the Treasurer of State for a public purpose to the extent required by 20-A M.R.S. §2411(8) or its successor.

4.9.5 If the Charter is revoked, non-renewed, or surrendered, or the School otherwise ceases to operate, any remaining private funds shall be disposed of consistent with Maine nonprofit organization law provided that the School must maintain records demonstrating that such 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 \$1,000,000.
- 4.11.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
- 4.11.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence 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 \$ 10,000 per claim.
 - Maintain minimum limits of no less than \$ 2,000,000 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 \$250,000.

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 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:

- 5.2.1.1 Pre-opening, oversight, intervention, revocation, renewal, and closure processes and procedures for the Charter School;
 - 5.2.1.2 Monitoring the performance and compliance of the Charter School within the terms of this Charter and applicable laws, policies, and regulations;
 - 5.2.1.3 Ensuring Charter School compliance with all reporting requirements;
 - 5.2.1.4 Monitoring the educational, legal, fiscal and organizational condition of the Charter School; and
 - 5.2.1.5 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:
 - 5.4.1.1 Failure to meet academic performance standards as set forth in this Charter and the Performance Indicators;
 - 5.4.1.2 Failure to meet generally accepted standards of fiscal management;
 - 5.4.1.3 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
 - 5.4.1.4 Violation(s) of law.

5.4.2 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**
- 5.10.1 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.
- 5.10.2 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).
- 5.10.3 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.
- 5.10.4 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.
- 5.10.5 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.
- 5.10.6 In the event that neither the 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 may be construed to abridge or in 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 action of the Commission affecting the Charter or the autonomous operation of the Charter School.

5.11 Notification

5.11.1 The Charter School shall notify the Commission immediately of any failure of the Charter School to comply with applicable law or regulation or this Charter if the failure is one that a reasonable person would consider to have an adverse impact on the Charter School's intention or ability to carry out the purposes and fulfill the expectations contained in 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 or charge 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. Any notice of an investigation pursuant to this section that does not involve an arrest or charge shall be kept confidential by the Commission to the extent that the Charter School and the Commission are permitted or required to maintain confidentiality under applicable laws governing employee, student, and public records.

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 material obligation, which shall include debts for which payments are past due for sixty (60) days or more. This section does not require the Charter School to notify the Commission of any ordinary commercial dispute (e.g. with a supplier of goods or services in the usual course of business) that is not of such magnitude as to threaten the financial viability of the Charter School.

- 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 required pursuant to Section 5.2.1.2 hereof.

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 Construction

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 Exhibits A and A-1 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 Exhibits A or A-1 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:

Glenn Cummings
Maine Academy of Natural Sciences
PO Box 159
Hinckley, ME 04944

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. Notwithstanding the foregoing, nothing in this Charter is intended to modify, interpret, or agree upon the applicability or inapplicability of Title 14,

chapter 741 of the Maine Revised Statutes to this Charter, the Charter School, its officers or employees.

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 of any contractual duty shall in any case release the Charter School of its liability under this Charter. The making of ordinary commercial contracts for goods or services in the course of operating the school shall not be considered the delegation of a contractual duty for purposes of this section.

6.7 **Governing Law**

6.7.1 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.

6.7.2 The Parties intend that, where this Charter references federal or state laws or regulations, 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 to comply with those laws and regulations.

6.7.3 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 provision 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 Loss of the approval of the Charter School as a tax-exempt organization under the Internal Revenue Code, or a change in the number of members of its governing board other than by temporary vacancy;
 - 6.10.2.2 Changes to the mission statement (see Section 2.1 hereof);
 - 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 prohibited by Section 2.3.4;
 - 6.10.2.5 Changes in the location of the Facilities prohibited by Section 1.6;
 - 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 not otherwise permitted pursuant to the terms of this Agreement;
 - 6.10.2.8 Change of contractors or amendments to contracts identified in Section 2.15.4; and
 - 6.10.2.9 Changes to the content or methods of the education program that a reasonable person would consider inconsistent with the Mission of MeANS disclosed to the Commission in support of the granting of this Charter.
- 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 effected 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 Variances in actual enrollment that do not exceed or fall short of the enrollment standards set forth in Section 2.3.5;
 - 6.11.2.4 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
 - 6.11.2.5 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 takes effect immediately.
- 6.11.5 No 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. Any such objection shall be addressed and resolved in accordance with section 5.10. If the Commission does not timely object under this paragraph, the Non-Material Amendment shall conclusively be considered a part of this Charter.

6.12 Counterpart Signatures

This Charter may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

.....

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

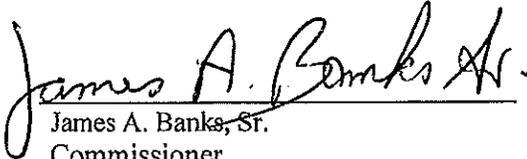
MAINE CHARTER SCHOOL COMMISSION

By: Jana Lapoint
 Jana Lapoint

Chair
Hereunto duly authorized



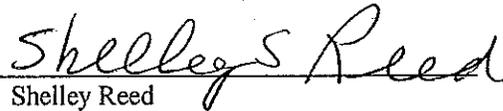
Dr. Richard Barnes
Vice-Chair



James A. Banks, Sr.
Commissioner



Dr. Lynda Doyle
Commissioner



Shelley Reed
Commissioner



William Shuttleworth
Commissioner

MAINE ACADEMY OF NATURAL SCIENCES

By: _____

Patricia Zlotin
Board Chair
Hereunto duly authorized

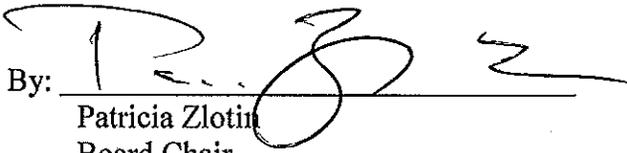
James A. Banks, Sr.
Commissioner

Dr. Lynda Doyle
Commissioner

Shelley Reed
Commissioner

William Shuttleworth
Commissioner

MAINE ACADEMY OF NATURAL SCIENCES

By: 
Patricia Zlotin
Board Chair
Hereunto duly authorized

EXHIBITS A and A-1

Copies on file with the Parties

Exhibit B
Performance Indicators, Measures, Metrics and Contract Evaluation Criteria

PREAMBLE

The Maine Academy of Natural Sciences recognizes the importance of multiple and diverse indicators of success for each student. The school believes that a rich array of assessments delivers a more productive view of student progress. We similarly adhere to such indicators for the organization as a whole. Measurements such as Academic Proficiency, Academic Growth, Post-secondary Performance and Student Attendance help to guide instructional effectiveness and set goals for individual students. Likewise, Re-enrollment of students from year to year, Closing the Achievement Gap between sub-groups and measurements of school health, safety and culture provide essential feedback to faculty and administration regarding institutional effectiveness.

Within these broad perimeters, however, some indicators merit more consideration than others, particularly given the unique nature and circumstances of traditionally at-risk students. Students will often bring significant deficiencies in core academic areas such as reading, mathematics and writing making the measure of their growth more significant than the measure of their proficiency at any given point. Therefore, heavy emphasis on proficiency over other indicators may yield less fruitful metrics than emphasis on academic growth, for instance. However parental involvement and school climate will be highly salient to the progress of our target population as these areas form the necessary relational foundation for student success in the intellectual realm. The matrix below depicts The Maine Academy of Natural Sciences weighted emphasis on each student/family-outcome measure as applicable within the Maine Charter School contract.

Measurements	Percentage Weight
Student Academic Growth	40%
Student Attendance and Student Re-enrollment	15%
Parent and Community Engagement	10%
School Social and Academic Climate	10%
Post-Secondary Achievement	10%
Student Academic Proficiency	10%
Closing Achievement Gaps	5%

Performance Indicators, Measures, Metrics and Contract Evaluation Criteria

Student Academic Proficiency	Proficiency Level on State Assessments	Percentage of students scoring at "proficiency" or above on state assessments in English Language Arts and Mathematics	Percentage of students scoring at proficiency or above: 20% below state average for that year for the same grade level on the State NECAP assessments.	Annual state assessment	In the first year, the Commission will ask for a six month update on its plan. Data will be submitted annually thereafter.	
	Proficiency Level on school-developed assessments	Percentage of students scoring at each state-defined performance level on ELA and Math	Student achievement will progress relative to length of time the student is with the organization	School-developed formative and summative assessment data, available on monthly, quarterly and annual basis.	Statewide assessment figures	
		Percentage of students considered proficient on school assessment in specified subject	40% of student body will meet at least 25% of standards each year 30% will meet 20%, 30% will meet at least 10% of academic standards.		Aggregation of standard met on a quarterly basis based on quarterly progress reports to Parents and Students	
Student Academic Growth	Value added nationally normed individual and group assessment or equivalent for English and Math	Percentage of students who make one years' growth	Determined in contract based on the applicant's goals	Within the first three months school has established indiv student records for target information, offered quarterly and annually.	In Year One, the school will submit its plan within six months of opening. The Commission will review the school's reports annually thereafter.	
	Established benchmarks for each student	Percentage of students moving to a higher performance level for academics and goals of the charter school	Rubric established, and other evidence identified (portfolio, exhibition, etc.)		In the first year of operation, Academic Growth will be measured by pre and post testing with the TABE. In the following years the NWHEA will be used.	
	Placed based rubric specific to charter school		85% of students will show growth in at least one of the identified growth areas		Social/Emotional growth will be measured by school records of Restorative Justice Involvement.	
					Annually as a part of student/parent survey.	

Achievement Gaps in proficiency and growth between major student subgroups	Gaps in proficiency and growth between major student subgroups	Gaps as determined by Maine's ESEA-based accountability system	Goals for gap closure to be specified in the contract	Evidence to be available quarterly and annually, for each student	Annual reports	
			Agreement to review goals annually with authorizer.	Where available, state data for comparison schools will be also reviewed.		
			State data will be used as comparison.			
			Assuming a gap of 25% or greater we will shrink that gap by 50% on an individual student basis.			
Student Attendance	Average Daily Attendance Rate	Percentage of students attending a target percentage of	MEDMS system for reporting data	Operators to be required to report student attendance data in accordance with state	Report on status of systems to be done within six months of opening Annual reports thereafter.	
	Individual student attendance rate	Percentage of students exceeding a particular number of truancies in a given period of time	Targets to be set with each contract		School records	
	Unexcused absences		School data to be compared with state average and for comparison band schools			
			Expect a daily attendance rate of 80%			
			8% of students will exceed 4 unexcused absences.			
Recurrent Enrollment from Year to Year	Student re-enrollment from one year to the next	Percentage of students re-enrolled from one year to the next	Enrollment records	Reviewed semi-annually	MCSC to receive reports sent to each school district in accordance with the statutory requirements.	
	Continuous enrollment of students for multiple years	Percentage of students continuously enrolled for multiple years	Targets to be negotiated in the contract			
			We expect 85% re enrollment annually.			
			We expect 80% to be continuously enrolled for multiple years			

Postsecondary readiness (for HS)	Graduation rate	Federal 4-year ACGR	Fed Grad Rate - 70%	Annual review	Annual review as appropriate
	Success in dual enrollment courses	Maine determined graduation rates, as determined under Title 20-A MRSA, section 5031, subsection 1	Maine Grad Rate	Annual results from Accuplacer tests taken by all students	Results from SAT/ACT
	SAT or ACT scores	Percentage of students completing dual enrollment courses	70%		Postgraduate surveys conducted in Jan and Feb of following year
	Enrollment in post-secondary institutions (college, trade and apprenticeship)	Percentage of students scoring at or above the state average on SAT or ACT tests	dual Enrollment Completion rate - 75%		
	For students not enrolled in post-secondary institutions, full-time employment or military enlistment	Percentage of graduates enrolled in a post-secondary institution (college, trade and apprenticeship) by Feb of Year 1 after graduation	Students scoring at or above state average on SAT and ACT - 15%		
		Percentage of graduates not enrolled in post-secondary institutions but employed full-time or enlisted in the military by February of Year 1 after graduation	Students taking Accuplacer test and passing at least 3 elements or more - 75%		
			Graduates enrolled in post-secondary institution/training/apprenticeship and/or having completed training or apprenticeship by April of year 1 - 75% (8 months after August graduation) employed full-time or enlisted by Feb of year 1 - 15%		

	Contract	Form	Frequency of Monitoring	Frequency of Reporting	Frequency of Reporting	Frequency of Reporting
Financial Performance and Sustainability	Budget versus Actual revenue and expenditures	Percentage variation between budget and actual revenue and expenditures	School will produce monthly financial reports, and evidence that reports are reviewed by governing board	Quarterly financial reports available to the authorizer.	Annual audit by an outside reviewer (licensed auditor?)	
	External audit reports	Balance Sheet			Copies of Quarterly reports to the Operator's board will be sent to MCSC	
		Presence of management findings or deficiencies on an audit report, and success in correct findings				
Governance Board Performance and Stewardship	Public Accountability - Transparent, responsive and legally compliant Board operation	Board operations consistent with By-laws, Charter, Contract and state laws, including Freedom of Access law and law prohibiting conflicts of interest	Frequency of governance board meetings to be negotiated in contract	State and Federal IRS forms are regularly filed and available to the public	MCSC interviews with the Board Chair and School heads done within first six months of the contract. Annually thereafter.	
	Oversight of school leadership team		Evidence of bylaws and policies in place and are regularly reviewed	Authorizer to conduct semi-annual interviews with Governance Board Chair and Chief executive officer		
Adequacy of Facilities Maintenance in Support of Program	Actual facility cost	Percentage of over or under cost projection	Targets negotiated in the contract	Records available on request	First review within six months of opening.	
	Room utilization	Rate of room utilization		Annual review of maintenance and capital improvements	Annual review thereafter.	
	Cleanliness of facility	Daily cleaning logs				
	Maintenance request log	Maintenance requests and time completed				
	Capital improvement plan	1-3-5 year plan for capital improvements				
Transportation and Food Service	As planned in the application and approved contract	Records of costs and student utilization	As outlined in the application	State/city inspection of facility, in accordance with health and safety laws	First year: six month report Annually thereafter	

School Social and Academic Climate	Instances of bullying, harassment, or other abusive practices	Reports of actual or suspected bullying, harassment or other abusive practices	The school will maintain the same state and federal reporting requirements as for public schools.	Reviewed annually	Parent and student survey—results to MCSC and governing board annually (?)	
	Confidential surveys of parents, staff and students regarding social and academic climate	Percentage of surveyed parents, staff and students who express satisfaction with school's social and academic climate	School will participate in the state student climate surveys; data compared with comparison schools.	School records documenting reports of student substance use/abuse.	<i>Governing Bd to review and approve the survey form; MCSC may require revisions in the form if found inadequate.</i>	
	Emotional/social growth of students	Survey of students and staff	# of reports of actual/suspected bullying etc: 30 or fewer		Results from October/April Gallup Poll Hope Surveys	
			% of parents, students, staff expressing satisfaction with school climate: 90% Emotional Social Growth of students: 80% will report growth as demonstrated in Gallup Poll Hope survey			
			# of school-based reports of student substance use/abuse.			
Parent and Community Engagement	Partnerships	Partnerships with community organizations and representatives including local noncharter public schools	Targets to be established in the contract and noted in school handbooks for parents and students	The Authorizer will meet annually with a representative group of parents to review their sense of school compliance with target practices	See previous column	
	Communications systems	Regular and clear communications to and from parents and caregivers regarding operations of the school and about their children specifically	Plan for parent conferences established and records maintained	School will present evidence of parental feedback and their subsequent actions	School records	
	Parent participation in their children's education and in operation of the school	Participation in parent-teacher meetings	Weekly Communications between advisors and families about advisees		Site Visit from MCSC	
		Parent and family participation in school-sponsored activities including volunteer and fundraising activities	Quarterly student-led conferences -90% parent/guardian articulation		ability to engage with parents and students	
			Parent and Family participation in school-sponsored activities: 60% (state-wide travel restrictions)			

Summary of Performance Compliance by Indicator

Student Academic Proficiency			
Student Academic Growth			
Achievement Gaps in proficiency and growth between major student subgroups			
Student Attendance			
Recurrent Enrollment from Year to Year			
Postsecondary readiness (for HS)			
Financial Performance and Sustainability			
Governance Board Performance and Stewardship			
Adequacy of Facilities Maintenance in Support of Program			
School Social and Academic Climate			

**Required Elements of a Pre-Opening Plan
Exhibit C**

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
Governance	Board recruitment	Founders		Prior to contract
	Articles of incorporation and non-profit filings	Founders and Board		Prior to contract
	By-laws	Founders and Board		Prior to contract
	Organizational chart	Founders and Board		Prior to contract
	Organizational Policies and Procedures	Founders and Board		Prior to contract
Enrollment	Staff Handbook	Executive Director/Gov. Board	Prior to contract	15 days after contract signing
	Final Enrollment Policy	Governing Board	Prior to contract	On the contract date
	Application for Admission	Governing Board/Exec. Director	On the contract date	60 days before start of school
	Recruitment	Exec Dir/Dir of Admissions	Prior to Contract	Ongoing
	Admissions notification and/or lottery	Exec Dir/Dir of Admissions	Start of contract	14 days prior to start of school year
	File pre-enrollment report	Exec Director		October 1 st

Field

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
Staff Recruitment and Hiring	Principal and key administrators (chief finance officer, Spec. Svcs. Director, others)	Exec Dir/Gov. Board	Prior to contract	On contract date
	Prof. Instructional staff (FT and 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.
	Paraprofessionals	Exec Dir/ Head of School	On contract date	20 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
Facilities and Safety	Initial professional development and staff orientation	Exec Dir/ Head of School	On contract date	5 days prior to start of school year
	Signed Lease agreement for all space as listed in application	Gov. Board/Exec Dir	Prior to contract	30 days prior to opening
	All required renovations to meet approved inspections for schools	Gov. Board/Exec Dir	Prior to contract	30 days prior to start of school year.
	Certificate of Occupancy	Exec Dir/ Head of School	Prior to contract	15 days prior to start of school year

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
	Fire Inspection, 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	10 days after contract effective date
	Utilities	Exec Dir/ Head of School	Prior to contract	60 days prior to start of school year.
	Capital Equipment and Installation	Exec Dir/ Head of School	Prior to contract	15 days prior to start of school
	Office and classroom equipment and furnishings	Exec Dir/ Head of School	Prior to contract	15 days prior to start of school
	Emergency contact sheet and safety plan	Exec Dir/ Head of School	Prior to contract	15 days prior to start of school
Student Learning	School calendar and student schedule	Head of School/ Exec Director	Prior to contract	30 days prior to start of school
	Code of Conduct	Head of School/ Exec Director	Prior to contract	On contract date
	Special services and special education policy and procedures	Head of School/ Exec Director/ Sp. Svcs. Coord.	Prior to contract	On contract date
	Section 504 Accommodation plan	Head of School/ Exec. Dir.	Prior to contract	30 days prior to start of school
	Title I and ELL plan	Head of School/ Exec Dir/ Spec. Svcs Coordinator	Prior to contract	30 days prior to start of school

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
Finance and financial services	Operating Budget - final pre-opening revisions	Gov. Board and Exec. Director	Prior to contract	45 days prior to opening date of school
	Cash flow projections	Exec Director/ CFO	Prior to contract	45 days prior to opening date of school
	Fiscal policies and procedures manual	Exec Director/ CFO	Prior to contract	On signing contract
	Grants and entitlements (state and federal)	Exec Director/ CFO/ Dir of Development	Prior to contract	45 days prior to opening date of school
	Other grants	Exec Director/ CFO/Dir of Development	Prior to contract	45 days prior to opening date of school
	Misc. funds/fundraising plan	Exec Director/ CFO/Dir of Development	Prior to contract	30 days prior to opening date of school
	Audit timeline	Gov Board/Exec Dir	Prior to contract	On signing contract
	Hardware installed and set-up	Director of IT	Prior to contract	30 days before opening of school
	Software installed and set-up	Director of IT	Prior to contract	20 days before opening of school
	Internet code of conduct	Exec Dir/Director of IT	Prior to contract	On signing contract
Curriculum and Instruction	Curriculum plan	Exec Dir/Head of School	Prior to contract	On signing contract
	Instructional materials purchasing plan	Exec Dir/Head of School	Prior to contract	30 days prior to start of school

Contract Dimension	Task Element	Responsible Party	Start Date	Required Completion Date
	Classroom assignments and set-up	Exec Dir/Head of School	Prior to contract	15 days before opening of school
Student services, records and reporting system	Attendance, student retention records system	Head of School/Exec Director	Prior to contract	On signing contract
	Academic performance information	Head of School/Exec Director	Prior to contract	On signing contract
	Student academic assessment and reporting plan	Head of School/Exec Director	Prior to contract	On signing contract
	Transportation plan and contract	Head of School/Exec Director	Prior to contract	60 days prior to school opening
	Nutrition/Food service plan and contract	Head of School/Exec Director	Prior to contract	60 days prior to school opening
	Health and wellness plan	Head of School/Exec Director	Prior to contract	30 days prior to start of school
Staff information and records system	Employment policies, including performance evaluation criteria and procedures for professional and support staff	Gov. Bd/ Exec Director	Prior to contract	On signing contract
	Professional development plan	Head of School	Prior to contract	On signing contract

Closure Plan for MeANS Exhibit D

1. Documentation of Closure Action:

Should MeANS be closed for any reason by the MeANS 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 or the Department initiate the closure action, timely notice will be sent to the MeANS governing Board. The notice by either party will include a description of the circumstances of the closure. Following receipt of such notice, the parties will develop a joint agreement on a closure date. The parties will send a joint notice of closure to:

- Parents or guardians of students;
- Maine Charter School Commission;
- The Maine Department of Education;
- The special education local plan area in which the school participates;
- The retirement systems in which the school's employees participate; and
- Collaborative partners in the local community.

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

- The effective date of the closure;
- The name(s) of and contact information for the person(s) handling inquiries regarding the closure;
- The students' school 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 the DOE and MCSC will also include:

- A description of the circumstances of the closure; and
- The location of student and personnel records.

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

- Step by step instructions as well as essential information on how to transfer the student to a school that can meet their needs both educationally and geographically;
- A certified packet of student information that may include grade reports, discipline records, immunization records, and any other appropriate information;
- Information on student completion of college entrance requirements for all high school students affected by the closure.

The Board of MeANS will announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school. These districts can then assist in facilitating student transfers.

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. If for some reason MeANS reverts to non-charter status, notification of this change will be made to all parties listed in this section.

2. School and Student Records Retention and Transfer:

School records will be kept in a file folder in the central office in a fire proof file cabinet. Attached to every cabinet will be a copy of our student records and policies. A formal request for records will be required from any school to which a student wishes to transfer. Our request for records regarding students transferring to MeANS will have a 30 day deadline.

MeANS will manage student records in accordance with Maine law and regulations as it has done through its history, including this past full year of operation for MeANS. This well established system of records management will be adjusted to align with the needs of operating as a public charter school rather than as a magnet school.

Closure procedures for MeANS will include the following plans for the transfer and maintenance of school and student records that will be completed within 30 days of closure:

- Transfer and maintenance of personnel records in accordance with applicable law;
- Provision of a list of students in each grade level and the standards they have completed to the entity responsible for overseeing the closure;

- Provision of the students' districts of residence to the entity responsible for overseeing the closure; and
- Transfer and maintenance of all student records, state assessment results, and any special education records to the custody of the entity responsible for overseeing the closure, unless transferred to a different entity.

Submission of personnel records will include any employee records MeANS has. They include, but are not limited to, records related to performance and grievance.

3. Financial Close-out:

Within 60 days after receiving notification of closure, the DOE and MCSC will notify MeANS and the Board if it is aware of any liabilities the school owes the state. These may include overpayment of apportionments, unpaid revolving fund loans or grants, or other liabilities. An audit will be conducted after the school has been closed or the school has had a status change.

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.

A plan for completing and filing of any annual reports will include the following sections:

- Preliminary budgets
- Interim financial reports
- Second interim financial reports
- Final unaudited reports

These reports must be submitted to the DOE and MCSC in the form required. These reports will be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

4. Disposition of Liabilities and Assets:

A closeout audit to be completed within twelve months of announcement of closure will determine the disposition of all liabilities of MeANS 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 according to any conditions set when the donations were accepted.
- The return of any grants and restricted categorical funds to their source according to 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.

After closure, assets of MeANS will be distributed first to satisfy any outstanding payroll obligations for employees and then to creditors. Any remaining assets purchased with public funds provided through this Charter shall be returned to the Treasurer of State for a public purpose to the extent required by 20-A M.R.S. §2411(8) or its successor.

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

- 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 .
 - b. The School will provide the Commission immediate notification of a due process complaint or a request for due process hearing. 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 Glenn Stratton Learning Center, and/or an SAU or other approved provider for special education services.

- 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 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.

- 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.

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.
- b. Copies of any expulsion records will be provided to the Commission within 2 weeks 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.

7. Handbook and policies

- a. Annually, the School will provide a copy of its parent-student handbook.

8. Transportation contract, Food Service, Facilities maintenance and performance record.

- a. The contracts between the School and Good Will Home Association for these services, as incorporated in the Charter, will be reviewed at the end of the first year through reports filed by the Co-Directors of the School.
- b. Following this review, if any or all of these contractual arrangements are to be re-negotiated, the Commission will approve and incorporate such changes into the Charter as a material amendment.

9. Financial reports

- a. The School will insure that monthly and quarterly financial reports are created and distributed to the governing board.
- b. Financial statements will include revenues and expenses in accordance with state accounting reporting system.
- c. The charter 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.

10. Governance reports

- a. Once a year the chair of the governing board and the chief school executive will meet with the Commission to discuss the role of the board in exercise of its oversight responsibilities to the school and its students and families.

11. Standards and Processes for Revocation of a Contract

- a. If 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 that identifies the specific concerns, states that the concerns representing potential violations of law or the Charter that could lead to sanctions by the Commission up to and including revocation of the Charter, and requires a written response including a plan for timely remediation within fourteen calendar days of receipt of the notice by the School.

- b. No later than five 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 five 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.