

# CHARTER CONTRACT

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Appendix 1

Exhibits A-D

# MAINE CHARTER SCHOOL COMMISSION

## CHARTER CONTRACT

This Charter Contract (the “Charter”) is executed on this 20<sup>th</sup> day of June, 2018 by and between the Maine Charter School Commission (the “Commission”) and **Harpwell Coastal Academy**, a Maine nonprofit corporation located at **9 Ash Point Road, Harpswell, ME, 04079** (the “Applicant”) to operate **Harpwell Coastal Academy** (the “School”), a public charter school under the Maine charter school law, 20-A M.R.S. § 2401 *et. seq.* The Commission and the Applicant 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(1)(B); and

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

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

WHEREAS, on May 7, 2013, the Parties entered into the original Charter contract (the “Original Charter”) set forth in Exhibit A-1 attached hereto; and

WHEREAS, on November 7, 2017, the Commission approved the Applicant’s renewal application (the “Renewal Application”) set forth in Exhibit A-2 hereto; and

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of the 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 Parties agree as follows:

### SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Charter. This Charter, which explicitly incorporates the terms of, and content set forth in, the Application and renewal application, as well as all supporting documents and assertions by the Applicant in support of the Application and Renewal Application, shall be binding on the Applicant and the Commission and shall be construed in accordance with all laws and regulations applicable to Maine charter schools.

1.2 Effective Date; Term. This Charter is effective on the date of execution. It shall continue for five (5) years, except it shall terminate on June 30, 2023, unless earlier revoked, surrendered, or renewed.

## **SECTION 2: SCHOOL GOVERNANCE**

2.1 Governance; Board of Trustees; By-Laws. The School shall be governed by its Governing Board (the “Board”). The Board shall be responsible for all functions of the School in accordance with applicable law and the terms and conditions set forth in this Charter. The Board shall have the authority to decide matters related to the operations of the school including, but not limited to, budgeting, curriculum, and operating procedures and shall have final authority for the academic performance of the School. The Board shall be established and operate pursuant to the following requirements and restrictions:

- (a) The Board shall operate pursuant to the by-laws of the School whether such by-laws be those initially submitted to the Commission or as amended (initially or as amended, the “By-laws”), as well as all applicable laws and regulations.
- (b) Board members shall receive no compensation other than reimbursement of actual expenses incurred while fulfilling official duties as a member of the Board. No member of the Board shall hold any office or employment from the Board or the Charter School while serving as a Board member.

2.2 Code of Ethics. The School, its Board, officers and employees shall adhere to a duly adopted code of ethics and conflict of interest policy, including provisions related to nepotism and consistent with the provisions of this section and of applicable law. The School shall disseminate the code in written form to each of its Board members, officers and employees.

2.3 Public Records and Public Meetings. Records of the 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. Meetings of the School’s Board shall constitute public meetings and must comply with all applicable provisions of the Act.

2.4 Contracting with Educational Service Providers. The School may not contract with an educational service provider without agreeing to the terms of Appendix 1, which must be attached to this Charter and incorporated herein.

2.5 Complaint Policy. The School shall maintain a complaint policy to receive and handle complaints. The School shall have the power to amend the complaint policy in any way it deems necessary and appropriate, so long as, such amendments are approved by the Board and are consistent with applicable law and due process. A copy of the School’s complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School and made readily available to all others requesting a copy. Upon resolution of a complaint, the School shall provide to the complainant a written determination and any remedial action thereto.



### SECTION 3: OPERATION OF SCHOOL

3.1 Mission Statement. The School shall operate under the mission statement set forth in the Application and renewal application.

3.2 Age; Grade Range; Number of Students. The School shall provide instruction to pupils in such ages and grades as set forth in the Renewal Application, and in such numbers in each year of operation in accordance with the Terms of Operation attached hereto as Exhibit B.

3.3 Admissions; Enrollment. The School shall have in place and implement comprehensive policies for admission, enrollment, and attendance, which shall be approved by the Board and shall be fully consistent with applicable law and Chapter 140 of the Department of Education's regulations. Such policies shall provide in detail the procedures and practices used by the School in regards to admission, enrollment, attendance and withdrawal, including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, and the implementation of the preferences allowed by law. Any changes to such policies must be consistent with applicable law and regulation, and the School must report such changes to the Commission. The School shall utilize reasonable outreach and marketing measures to make potential applicants throughout the School's catchment area aware of opportunities for enrollment at the school. 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.

3.4 Educational Program and Curriculum. The School shall implement an educational program and curriculum that meet or exceed state standards consistent with the program and curriculum presented in the Application and Renewal Application. The School may revise and amend the educational program and curriculum at its discretion without requiring approval from the Commission or amendment of the Charter provided that such amendments do not indicate a material change to the school's mission or its pupil performance standards.

3.5 Evaluation of Students. The School shall implement the plan for assessment of student performance contained in the Application and Renewal Application and shall administer the statewide assessment consistent with the laws and regulations of the state. The School shall certify annually that its students have participated in the statewide assessment program.

3.6 Performance Framework.

- (a) The Performance Framework shall be incorporated into the Charter as Exhibit C. The Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and Renewal Application and not explicitly incorporated into the Performance Framework. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are

maintained and disseminated by the Commission and will be binding on the School. Material amendments to the Performance Framework shall require approval by the Commission.

- (b) The Commission shall monitor and periodically report on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Such reporting shall take place at least annually.
- (c) The School's performance in relation to the indicators, measures, metrics and targets set forth in the Performance Framework shall provide the basis upon which the Commission will decide whether to renew the School's Charter at the end of the Charter term.
- (d) The Parties intend that, where this Charter references or is contingent upon state or federal laws, that they be bound by any applicable modifications or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements as set forth in law or other circumstances that make assessment based on the existing Performance Framework requirements impracticable. In the event that such modifications or amendments are required, the Commission will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Performance Framework.

3.7 School Calendar; Days and Hours of Operation. The days and hours of operation of the School shall be determined by the School subject to the following restrictions:

- (a) The School shall implement the calendar and days and hours of operation as set forth in the Application and Renewal Application. The school year shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> with a minimum of 175 instructional days. In no event shall the School provide less instructional time during a school year than is required of other public schools.
- (b) To allow parents to determine whether the School's program is appropriate for their child(ren), the School shall, in each year of the Charter, determine the days and hours of operation of the School for the next school year by May 15<sup>th</sup> of the then current school year and shall make such information readily available to parents seeking to enroll their child(ren) in or return their child(ren) to the School and provide a copy of such material to the Commission. The School shall not thereafter for the next school year make any material changes to the days and hours of operation of the School from those determined on each May 15<sup>th</sup> date that have the effect of shortening the number of days of instruction or hours in which such instruction is provided without obtaining the prior written permission of the Commission, it being understood that such permission shall not be forthcoming except for good cause shown.

3.8 Student Disciplinary Code. The School shall maintain written rules and procedures for student discipline, including guidelines for suspension and expulsion, and shall disseminate those procedures to students and parents. Such guidelines and procedures must be consistent with applicable law including, but not limited to, requirements for due process, provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. If the School seeks modifications to the student disciplinary code, it will be required to notify the Commission of such change.

3.9 Special Education.

- (a) The School shall ensure that the needs of children with disabilities are met in compliance with all applicable federal and state laws. The 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 School shall comply with all requirements of Maine's Unified Special Education Regulation ("Chapter 101") applicable to school administrative units. The 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.
- (b) The 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 Report 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.

3.10 Student Welfare and Safety. The 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.

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

3.12 Health Services. The School shall provide such health services as are set forth in the Application and Renewal Application or their equivalent, so long as the services provided meet applicable law.

3.13 Food Services. The School shall provide food services consistent with or equal to those outlined in the Application and Renewal Application.

3.14 Facilities.

- (a) The building(s) in which the School is to be located shall be known as the School's facilities (the "Facilities"). The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment. 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. The Commission or its designee may, at the Commission's discretion, conduct a health and safety inspection of the Facilities at any time.
- (b) The 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 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. In the event that an adequate Facilities Agreement and/or necessary certificates and permits are not in place, the Charter School may not provide instructions at the Facilities.
- (c) The location of the Facilities shall be identified in the Terms of Operation attached hereto as Exhibit B.

3.15 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.

3.16 Student Records. The School shall comply with applicable federal and state laws and regulations for maintenance, security 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).

## **SECTION 4. PERSONNEL**

4.1 Personnel Policies; Staff Responsibilities. The School shall make available to the Commission in written form its hiring and personnel policies and procedures, including the qualifications required by the School in the hiring of teachers, school administrators and other school employees as well as a description of staff responsibilities.

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

4.3 Criminal History Review. Any person directly or indirectly employed by the School (including, to the extent required by law, an individual who is a contractor or subcontractor who performs work at the School) must comply with 20-A M.R.S. § 6103. No member of the Board or person employed or otherwise associated with the 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 School funds unless approved in writing by the Commission.

4.4 Collective Bargaining. In all cases when the School is a party to a collective bargaining agreement, the School must provide a copy thereof to the Commission including any extensions and side letters.

## **SECTION 5. FINANCIAL OPERATIONS OF SCHOOL**

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

5.2 Management and Financial Controls. The School shall at all times maintain appropriate governance and managerial procedures and financial controls; including but not limited to the identification of a professionally qualified chief financial officer or school business administrator and the resources and professional assistance needed to provide financial information upon the request of the Commission and participate in the independent annual audit required by 20-A M.R.S. § 2412-A.

5.3 Funding. The School shall receive public funds directly from the Department of Education in accordance with the governing law and regulations. The School may not charge tuition, and may only charge such fees as may be imposed by noncharter public schools in the state.

5.4 Debt. The School is authorized to incur debt in anticipation of receipt of public or private funds including borrowing to finance facilities and other capital items. Any new incursion of debt or borrowing in excess of the amount contained in the Application and Renewal Application other than ordinary trade credit shall constitute a material amendment to this Charter requiring prior Commission approval based on the School's demonstration of a satisfactory plan for repayment.

5.5 Audit. The School shall retain an independent certified public accountant or certified public accounting firm licensed in the State to perform an annual audit that complies with 20-A M.R.S. § 2412-A. The cost of the audit shall be borne entirely by the School. Copies of the initial report, the final report, and all correspondence regarding corrective action must be sent to the Commission at the same time it is sent to the Commissioner of Education.

5.6 Financial Records. The 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 School are subject to inspection and production as required for fulfillment of the Commission's oversight duties. The 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 School otherwise ceases operations, the School shall manage all financial records consistent with its Closure Plan.

5.7 Assets and Funds. The School shall maintain a complete and current inventory of all school property and shall update the inventory annually. The School shall take reasonable precautions to safeguard assets acquired with public funds. If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate, any public funds remaining after satisfaction of outstanding obligations to employees and creditors must be paid to the Treasurer of the State of Maine to the extent required by 20-A M.R.S. § 2411(8)(B). 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. If the Charter School's records fail to establish clearly whether an asset was acquired with of public funds, the asset shall be deemed to be a public asset.

5.8 Insurance. The School shall maintain, at its sole cost and expense and in the amounts contained in Exhibit B, 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 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.

5.9 Commission Expenses. The Commission shall be entitled to receive from the Charter School three percent (3%) of the annual per-pupil allocation received by the Charter School pursuant to 20-A M.R.S. § 2405(5)(B) to cover the cost of overseeing the Charter School.

## **SECTION 6. MONITORING, OVERSIGHT AND INTERVENTION**

6.1 Monitoring and Oversight. The School and the Board acknowledge that the Commission, or its authorized agents, has the right to visit, announced or unannounced, examine into and inspect the School and its records. To permit the Commission to fulfill this oversight function and ensure that the School is in compliance with all applicable laws and regulations and the terms and conditions of this Charter, the School agrees to abide by the requirements and activities contained in the Monitoring Plan attached hereto as Exhibit D.

6.2 Records. 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. The School shall authorize the Commission to access student assessment data directly from the Department of Education.

6.3 Complaints Received by School. The School shall promptly forward to the Commission any formal complaints or concerns received by the 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 Board.

6.4 Complaints Received by Commission. The Commission shall promptly forward to the School any complaints or concerns received by the Commission about the School along with a timetable and/or deadline by which the School must respond.

6.5 Commission Response. To the extent that concerns or complaints received by the School may trigger Commission intervention, including revocation or non-renewal of the Charter, the Commission may monitor the School's handling of such concerns or complaints. In such cases, the Commission may request and the 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.

6.6 Grounds for Revocation. The Commission may revoke the Charter pursuant to any and all statutory and regulatory authority conferred upon the Commission, including but not limited to 20-A M.R.S. 2411(6)(A).

6.7 Process for Resolution of Compliance Issues; Revocation. If the School's performance or compliance with the law or this Charter is deemed unsatisfactory in the sole discretion of the Commission, the Commission shall provide the School with written notice and give the School 10 days to either correct the issues identified or propose a corrective action plan ("CAP") in a form required by the Commission. If the School fails to timely respond, or the Commission determines that the proposed CAP or other response is insufficient, the Commission may specify a CAP for the School. Execution of the terms and conditions of any CAP put in force shall be deemed binding on the School as a condition of continuing to operate pursuant to this Charter and the school shall be placed on probationary status until the terms of the CAP are satisfied. Failure to complete the CAP within the timeframe provided in the CAP or make timely response to the notice provided herein from the Commission shall be deemed grounds for revocation of the Charter pursuant to 20-A M.R.S. 2411(6)(A)(1).

## **SECTION 7. OTHER COVENANTS AND WARRANTIES**

7.1 Application; Commission's Reliance. The Applicant represents that the Application and Renewal Application constitute an accurate representation of all aspects of the School's operations except for those matters specifically addressed in the Charter. The Applicant recognizes that the Commission has entered into the Charter upon reliance on the statements in the Application and Renewal Application, oral representations, and additional materials provided by the Applicant during the application process. The Applicant further represents that all that all such oral representations and written materials are materially accurate and any material inaccuracy or deviation in the operation of the School constitutes a breach of the Charter subject to sanction or revocation of the Charter.

7.2 Compliance with Laws and Regulations. The School shall operate at all times in accordance with Chapter 112 of Title 20-A and other applicable laws, rules and regulations and shall meet the same health and safety, civil rights, and student assessment requirements as are applicable to noncharter public schools.

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

7.4 Non-discrimination. The School may not discriminate against any person on the basis of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin or on any other basis that would be unlawful if done by a noncharter public school.

## **SECTION 8. CHANGES**

8.1 Changes Requiring Notice to the Commission. The following changes require the School to provide notice to the Commission:

- (a) Changes in membership of the Board, advisory committee(s) or school administrators;
- (b) Changes to the mailing address, telephone and/or fax number of the School, or other contact information (including email) provided that such changes do not constitute a change to the location of the School; and
- (c) Minor revisions and/or amendments to the instructional methods or curriculum that do not affect the School's mission or pupil performance standards.

8.2 Changes Requiring Notice and Prior Approval by the Commission. The following changes require notice and prior approval by the Commission:

- (a) Changes in the structure of the Board or the competencies of its membership;
- (b) Amendments to the School's By-laws; and
- (c) Changes to the mission statement.

8.3 Changes Requiring Amendment of the Charter. Any change not identified in Sections 8.1 and 8.2 above, including, but not limited to, the changes below, require amendment of the Charter:

- (a) Changes in legal status or ownership of the School;
- (b) Variances in enrollment greater than allowed in the Terms of Operation;

- (c) Changes in grade levels served;
- (d) Changes in the location of, or changes or additions to, the Facilities;
- (e) Substantial changes to the instructional methods or curriculum that affect the school's mission;
- (f) Changes to the performance expectations; and
- (g) New incursion of debt beyond that described in the Application and Renewal Application other than ordinary trade credit.

## **SECTION 9. RENEWAL; DISSOLUTION**

9.1 Renewal Process. This charter may be considered for renewal. The Commission's process for deciding whether to renew this Charter is contained in Chapter 3 of the Commission rules.

9.2 Denial of Renewal. In the event that this Charter is not renewed, then the Parties to the Charter shall fulfill their respective obligations hereunder to the end of the term of this Charter, and the School shall follow the procedures for dissolution established by the School's closure plan.

9.3 Dissolution. In the event of termination of the Charter, whether prematurely or otherwise, the School shall follow the closure plan included in the Application.

## **SECTION 10. MISCELLANEOUS**

10.1 Entire Agreement. The Charter, including all exhibits and appendices, as well as the statements and representations described in Paragraph 7.1 contain the entire agreement of the Parties, and neither party shall be bound by any statement or representation not contained therein. To the extent that any conflict or incompatibility exists between the Application and Renewal Application and the other terms of this Charter, such other terms of this Charter shall control.

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

10.3 Notices. Any notice, demand, request or submission from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation), by electronic mail as an attachment thereto with a valid electronic signature or an electronic image of a physical signature (.pdf format) or within three (3) business days



of being sent by registered or certified mail, postage prepaid, to the relevant parties. The mailing address of the Commission is: 182 State House Station, Augusta, ME 04333-0182.

10.4 Disclaimer of Liability. The Parties acknowledge that the 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 School, its directors, trustees, agents, or employees. The School acknowledges that it is without authority to extend the faith and credit of the Commission to any third party. The School shall clearly indicate to contractors, vendors, and other entities and individuals that the obligations of the School under agreement or contract are solely the responsibility of the School and are not the responsibility of the Commission.

10.5 Indemnification. The School shall defend, indemnify, and hold harmless the Commission and its officers, directors, agents and employees from any and all claim, 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 School, its employees, agents, contractors, or assigns. In no event shall the 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 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 Charter. The provisions or limits of insurance required under this Charter shall not limit the liability of the School.

10.6 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 force 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.

10.7 Assignment. This Charter may not be assigned or delegated by the Applicant(s) without the Commission's express written approval. A violation of this provision shall constitute a breach and shall be grounds for immediate revocation of the Charter. No assignment or delegation of any contractual duty shall in any case release the School of liability under this Charter.

10.8 Governing Law. This charter shall be governed by and construed in all respects in accordance with the laws, statutes and regulations of the State of Maine. Any legal proceedings against the Commission shall be brought in an administrative forum or a court of competent jurisdiction in the State of Maine. As a condition of this Charter, the Applicant consents to personal jurisdiction in the State of Maine.



10.9 Severability. The provisions of this Charter are severable. The invalidity or unenforceability of any particular provision 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.

10.10 Construction. This Charter shall be construed fairly as to both Parties and not in favor of or against either party, regardless of which party prepared the Charter.

10.11 Ratification. The Board shall pass a board resolution acknowledging the terms and conditions of this charter as agreed to by the signature of the Board President.

**MAINE CHARTER SCHOOL COMMISSION**

Laurie Pendleton 6/20/18  
Date

By: **Laurie Pendleton**  
Title: Chairperson

**HARPSWELL COASTAL ACADEMY**

Sally V. Mackenzie  
Date

By: **Dr. Sally Mackenzie**  
Title: President, Board of Trustees

Date of Board resolution:

## **Exhibit A**

Copy on File with the Maine Charter School Commission



**Exhibit A-1**

Copy on File with the Maine Charter School Commission





**Exhibit A-2**

Copy on File with the Maine Charter School Commission



**EXHIBIT B**  
**TERMS OF OPERATION**

1. Enrollment projections; number of students.

CHARTER YEAR	ACADEMIC YEAR	GRADES SERVED	PROJECTED NO. OF STUDENTS
Year 1	2018-2019	6-12	210
Year 2	2019-2020	6-12	210
Year 3	2020-2021	6-12	210
Year 4	2021-2022	6-12	210
Year 5	2022-2023	6-12	210

The School may enroll a number of students different from the projected number above so long as the number of students enrolled does not exceed 110% of the projected number, or fall below 90% of the projected number, at any time.

2. Facilities and Finances.

- (a) The location of the Facilities shall be: 9 Ash Point Road, Harpswell, ME 04079 and 8 Leavitt Drive, Brunswick, ME 04011

3. Insurance Coverage.

The following coverage shall be maintained at the School's expense:

- (a) Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the School's employees, and employer's liability insurance with a minimum limit of \$500,000.
- (b) Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
- (c) 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 School.
- (d) Property insurance for buildings used by the 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.

(e) 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 \$100,000 per claim.
- Maintain minimum limits of no less than \$2,000,000 per claim/annual aggregate.

(f) The chief financial officers of the School shall maintain a surety bond in the amount of at least \$250,000.

(g) Any and all policies of insurance maintained by the 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.”

(h) The School shall provide copies of all required policies of insurance and certificates of coverage to the Commission annually prior to the first day of school.

All of the above contracts shall name the School as the insured party.



PROPOSED Performance Indicators HCA Charter renewal 2018-2023

Measure	Explanation	Documentation									
<b>Student Academic Proficiency</b>											
Measure 1: Proficiency on State Assessments in Reading	Percent of tested students scoring proficient on the ELA portion of the MEA will increase annually.	<p>Percent of tested students scoring proficient on the ELA portion of the MEA will increase annually, with a goal of a 10% increase over the course of the 5-year charter.</p> <table> <tr> <td>Level</td><td>2016-17 baseline (students scoring at or above state level expectations)</td><td>Goal by 2021-22:</td></tr> <tr> <td>Division 1</td><td>28%</td><td>38%</td></tr> <tr> <td>Division 2/3</td><td>30%</td><td>40%</td></tr> </table>	Level	2016-17 baseline (students scoring at or above state level expectations)	Goal by 2021-22:	Division 1	28%	38%	Division 2/3	30%	40%
Level	2016-17 baseline (students scoring at or above state level expectations)	Goal by 2021-22:									
Division 1	28%	38%									
Division 2/3	30%	40%									
Measure 2: Proficiency on State Assessments in Math	Percent of tested students scoring proficient on the math portion of the MEA will increase annually.	<p>Percent of tested students scoring proficient on the Math portion of the MEA will increase annually, with a goal of a 10% increase over the course of the 5-year charter.</p> <table> <tr> <td>Level</td><td>2016-17 baseline (students scoring at or above state level expectations)</td><td>Goal by 2021-22:</td></tr> <tr> <td>Division 1</td><td>6%</td><td>16%</td></tr> <tr> <td>Division 2/3</td><td>4%</td><td>14%</td></tr> </table>	Level	2016-17 baseline (students scoring at or above state level expectations)	Goal by 2021-22:	Division 1	6%	16%	Division 2/3	4%	14%
Level	2016-17 baseline (students scoring at or above state level expectations)	Goal by 2021-22:									
Division 1	6%	16%									
Division 2/3	4%	14%									

# PROPOSED Performance Indicators HCA Charter renewal 2018-2023

Measure 3: Proficiency on State Assessments in Science	Percent of tested students scoring proficient on the science portion of the MEA will increase annually.	Percent of tested students scoring proficient on the Science portion of the MEA will increase annually, with a goal of a 5% increase over the course of the 5-year charter.		
		Level	2016-17 baseline (students scoring at or above state level expectations)	Goal by 2021-22:
		Division 1	52%	57%
		Division 2/3	39%	44%
Student Academic Growth				
Measure 1: Growth on NWEA in Reading	Percentage of students who make one years growth annually.	50% of students will meet their annual growth goal in reading.		
Measure 2: Growth on NWEA in Language Usage	Percentage of students who make one years growth annually.	50% of students will meet their annual growth goal in language usage.		
Measure 3: Growth on NWEA in Math	Percentage of students who make one years growth annually.	50% of students will meet their annual growth goal in math.		
Achievement Gaps				
Measure 1: Gaps in proficiency between major student subgroups on Maine State Assessment	Percentage of Special Education students well below proficiency.	Percentage of students with an IEP well below proficiency will decrease for each Division annually.		
		Level	2016-17 baseline (students scoring well	Goal by 2021-22:



**PROPOSED Performance Indicators HCA Charter renewal 2018-2023**

<b>Student Enrollment</b>		
Measure 1: Maintaining student enrollment	80% of students enrolled on student count day who are eligible for re-enrollment will indicate intent to return the following school year.	Annual reporting.
<b>Post-Secondary Readiness</b>		
Measure 1: Federal Graduation Adjusted Cohort Graduation Rate (ACGR)	Overall combined graduation rate (for four year, five year, and six year cohorts) for students enrolled a minimum of 2 years.	Overall combined graduation rate (for four year, five year, and six year cohorts) for students enrolled a minimum of 2 years will be 90%.
Measure 2: Maine determined graduation rate.	Maine determined graduation rate	4-year graduation rate at 60% for 2018-19; percentage to increase each year subsequently; Establish baseline for 5-year and 6-year cohort.
Measure 3: Percentage of students completing dual enrollment courses	Percentage of students who take and complete dual enrollment classes who achieve passing grades.	70% of Division 3 students will enroll in a dual enrollment class. 90% of students who take and complete dual enrollment classes will achieve passing grades.
Measure 5: Enrollment in postsecondary institutions	Percentage of graduating students who will have been accepted into a post-secondary institution or attained full time employment by graduation.	50% of graduating students will be accepted into a post-secondary institution by graduation. Establish baseline for percentage of students who have secured full time employment by graduation after the 2017-18 school year.



## PROPOSED Performance Indicators HCA Charter renewal 2018-2023

<b>School Social &amp; Academic Climate</b>		
Measure 1: Instances of bullying, harassment or other abusive behavior	Incidents of verified bullying reported to the DOE.	There will be fewer than 15 incidents of verified bullying annually.
Measure 2: School Social & Academic Climate	Annual improvement in targeted areas on student and family Panorama survey.	90% of all students and faculty will complete the survey. For 2018-19, the percentage of participants who express a positive view of school climate will be 85% for parents, 90% for students and 90% for faculty.
<b>Financial Performance and Sustainability</b>		
Measure 1: Governance board reviews budget and makes appropriate adjustments to ensure school remains financially healthy.	Governance Board and/or Finance Committee review budget on a quarterly basis at a minimum. Quarterly financial reports and end of year audit are available to authorizer.	Quarterly and annual financial reports are submitted to the DOE and Maine Charter Commission in established timeline. Board minutes reflect Board review of reports.
Measure 2: School conducts an external audit.	The end of year audit is made available to authorizer.	Annual audit is submitted to authorizer.
<b>Governance Board Performance and Stewardship</b>		
Measure 1: Governance Board operates in a transparent, responsible, and legally compliant manner.	Governance Board holds public meetings with posted agendas and minutes.	Agendas and minutes will be posted on the school's website in accordance with Open Meeting laws. Notice of meetings will be posted on school website and on weekly newsletters sent to families.

## PROPOSED Performance Indicators HCA Charter renewal 2018-2023

Measure 2: Governance Board provides oversight of school leadership.	Board conducts an annual evaluation of school leadership.	Evidence of Board evaluation of Executive Director will be reflected in approved Board minutes.
<b>Adequacy of Facilities Maintenance in Support of Program</b>		
Measure 1: School facilities meet educational and health and safety standards.	Board certifies that the facilities meet educational, health & safety standards.	Reflected in Board reports.
<b>Parent &amp; Community Engagement:</b>		
Measure 1: Student participation in activities provided by Community Partnerships.	Students will participate in at least one long term workshop, club or internship with a community partner during the year.	95% of students will participate annually.
Measure 3: Parent participation in their children's education and operation of school	Div. 1: 90% of parents attend at least one Student Led Conference (SLC) per year. Div. 2: 80% of parents attend at least one SLC per year.	Annual reporting of Student Led Conference participation.
Measure 4: Celebration of learning & passages	90% of students who are enrolled a full year present to the school community once each year at minimum.	Records of student participation in celebrations of learning.

**Exhibit D**  
**Maine Charter School Commission**  
**Public Charter School Monitoring Plan**  
**For Second Charter Term**

Approved 4/2017

**1. Complaints Received by the Charter School:**

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. Reporting on Targets in Performance Indicators**

Annually, the Commission will be provided documentation, data, and analysis relative to the school's performance indicators listed below. The School may be required to meet with the Commission or its staff to review these data.

- i. Academic Proficiency
- ii. Academic Growth
- iii. Achievement Gaps
- iv. Student Attendance
- v. Post-Secondary Readiness (High Schools only)
- vi. School Social and Academic Climate
- vii. Parent and Community Engagement
- viii. Financial Performance and Sustainability
- ix. Governance Board Performance and Stewardship
- x. Adequacy of Facilities Maintenance in Support of Program
- xi. Transportation and Food Service

**Due date: June 30 or as soon as available**

**3. Teacher Certification and Qualification**

Annually, the school will provide the Commission with a list of employees, with information to include: date of hire, position held, subjects taught, Criminal History Record Check approval from the Maine Department of Education, Teacher Certification with certification area and expiration date (if applicable). If a teacher is not certified through the MDOE the Commission will be provided with the reason as to why the teacher is not certified (planning to become certified within 3 years of date of hire or "other qualified" with advanced degree, professional certification or unique expertise or experience in the curricular area in which they teach). Schools will develop a policy for the employment of teachers who are not certified but have an advanced degree, professional certification, or unique expertise or experience in the curricular area in which they teach.

#### **4. Special Education Compliance Review**

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

#### **5. Social and Academic Climate, including Academic Discipline**

- a. Copies of any expulsion records will be provided to the Commission **within ten business days** of any action taken by the governing board.
- b. Annually, the School will post to its website its current parent-student handbook and related policies before the start of the school year. The school will send documentation to the Commission highlighting any changes from the previous school year.

**Target date: prior to the start of the school year**

- c. Commission members or Commission staff may meet with a representative group of parents, staff, students and community members and/or volunteers for the purposes of receiving feedback.
- d. The school will participate in Maine Charter School Commission sponsored surveys for staff, teachers, families, and students.

#### **6. Financial Reports**

- a. The School will ensure that monthly and quarterly financial reports are created and distributed to the governing board. The School will submit quarterly reports to the Maine DOE and will provide the Commission with evidence that the Governing Board has reviewed the quarterly reports in compliance with standard auditing practices. Quarterly financial statements will include revenues and expenses in accordance with state accounting reporting system.

**Due dates: October 15, January 15, April 15, and End of year**

- b. The School will complete an annual audit in accordance with standard auditing practices for public schools for the State of Maine Commissioner of the Department of Education.

**Due dates:**

- **November 1 (on or before)** Initial (Audit) Report to the (DOE) Commissioner.
- **December 30 (on or before)** Audit Report (complete) to the (DOE) Commissioner within 6 months after the end of an audit period.

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

**Due date: October 15**



## 7. Governance Reports

- a. The school's governing board chair and the chief school executive may be required to host an on-site visit and meeting with the Commission to discuss the role of the board in exercise of its oversight responsibilities to the school and its students and families.
- b. The School will post governing board meeting agendas and meeting minutes on its website.

## 8. Standards and Processes for Revocation of a Contract

- a. If at any time the Commission determines, as the result of receiving a complaint or on its own review of the information obtained through the monitoring process, that it has significant concerns regarding the School's failure to comply with the terms of the charter contract or governing law, or concerns regarding the school's ability to meet its performance targets, the Commission will deliver a notice to the governing board of the School. Such notice shall identify the specific concerns, stating that the concerns represent potential violations of law or the Charter that could lead to sanctions by the Commission up to and including revocation of the Charter. The Commission shall require a written response, including a plan for timely remediation within thirty calendar days of receipt of the notice by the School.
- b. No later than **ten business days** after receipt of the School's written response, the Commission will schedule an interview and public hearing to discuss the concerns identified by the Commission and the response as filed by the School.
- c. For no less than **five business days** after the interview and hearing, the Commission will receive any further written comments from the School and/or the public.
- d. After the additional response/comment period described above, the Commission will have **thirty business days** to issue a letter of findings including either 1) conditions for the continued operation of the School including timelines for required remediation, or 2) the time and date under which the school is ordered to begin implementation of the Closure Plan. Subsequent failure on the part of the School to comply with the conditions and timelines for continued operation without seeking additional assistance or relief from the Commission will result in  
• notice of the time and date under which the School is ordered to begin implementation of the Closure Plan.

## 9. Emergency Closure

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

