

**CHARTER CONTRACT
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- Exhibit A Initial Charter Application
- Exhibit A-1 Renewal Application
- Exhibit B Terms of Operation
- Exhibit C Performance Framework
- Exhibit D Monitoring Plan
- Exhibit E Closure Plan

MAINE CHARTER SCHOOL COMMISSION

CHARTER CONTRACT

This Charter Contract (the "Charter") is executed on this 30th day of June, 2020 by and between the Maine Charter School Commission (the "Commission") and Maine Learning Innovations a Maine nonprofit corporation located at 6 East Chestnut Street, Augusta, Maine (the "Applicant") to operate Maine Virtual 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 November 13, 2014, the Commission approved the Applicant's initial application for the proposed School (the "Application") set forth in Exhibit A attached hereto; and

WHEREAS, on November 12, 2019, the Commission approved the Applicant's renewal application for the proposed School as set forth in Exhibit A-1 attached hereto (collectively the "Applications"); 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 Applications, as well as all supporting documents and assertions by the Applicant in support of the Applications, 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, 2025, 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 Exhibit B, 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 Applications.

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 Applications, 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 Applications. 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 Applications 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 Applications 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 Applications. The school year shall begin on July 1st and end on June 30th 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 15th 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 15th 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. In the first year of operation, the discipline policy must be consistent with the discipline policy outlined in the Applications and adopted by the

Board following initial approval of the Application. Thereafter, 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 Applications.

3.12 Health Services. The School shall provide such health services as are set forth in the Applications 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 Applications.

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 other than in situations covered by 20-A M.R.S.A. §2412(4)(C) with respect to out of state student.

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 Applications 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 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; Comprehensive General Liability insurance; Comprehensive Automobile Liability insurance; risks of direct physical loss or Fire and EC Property insurance, to include Business Interruption, for building used by the School to fulfill the purposes of this Charter and any contents acquired by the School with public funds; Errors and Omissions Liability insurance (may be provided as part of general liability); the chief financial officer(s) of the School shall maintain a surety bond in the amount of at least \$250,000; Cyber Insurance/Data Breach; Inland Marine to cover watercraft, aircraft, and specialized equipment; 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; and 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 these contracts shall name the School as the insured party.

5.9 Commission Expenses. The Commission shall be entitled to receive from the Charter School up to 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) and Section 8 of the attached Exhibit D.

SECTION 7. OTHER COVENANTS AND WARRANTIES

7.1 Applications; Commission's Reliance. The Applicant represents that the Applications 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 Applications, 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 Applications 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 in the closure plan attached (Exhibit E).

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 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

Nichi Farnham 30 June, 2020
Date

By: Nichi Farnham
Title: Board Chair

Maine Virtual Academy

Amy Carlisle Date June 30, 2020

By: Amy Carlisle
Title: Board Chair

Date of Board resolution:

EXHIBIT A

Original Charter Application

EXHIBIT A-1

Renewal Application

EXHIBIT B
TERMS OF OPERATION

1. Enrollment projections; number of students.

CHARTER YEAR	ACADEMIC YEAR	GRADES SERVED	PROJECTED NO. OF STUDENTS
Year 1	2020-2021	7-12	390
Year 2	2021-2022	7-12	390
Year 3	2022-2023	7-12	390
Year 4	2023-2024	7-12	390
Year 5	2024-2025	7-12	390

2. Facilities and Finances.

- A. The location of the Facility shall be: 6 East Chestnut Street, Augusta, Maine
- B. School must appropriate facilities for administering state assessments and for conducting parent-teacher conferences;
- C. School must have a centralized teaching and administration facility, accessible to parents/guardians, students, and the public, with details of the proposed facility (location, floor plan, etc.), where all staff will perform their daily services;

3. Education Service Providers.

- A. ESP recruiters cannot be economically incentivized to recruit students, such as a capitation fee or bonus.
- B. An agreement with an ESP must include:
 - a. A no exclusivity provision;
 - b. A provision that the contract can be terminated at the sole discretion of the governing board for any or no reason with reasonable notice to the ESP;
 - c. A provision for a pro-rata refund to the school if a student withdraws prior to end of semester;
 - d. A provision that the ESP's liaison to Maine Virtual Academy will work full-time in Maine and must dedicate substantially all their work to the Applicant-ESP contract;
 - e. Agreement that the ESP employees shall be removed from servicing the Applicant-ESP contract at the request of the governing board for any or no reason within sixty (60) days of the request.
- C. The Governing Board may not enter into any contracts with an educational service provider other than the contract with K12 without prior approval from the Commission.

4. Teachers.
 - A. Teachers must engage with each student in weekly live (synchronous), interactive contact and provide evidence of such contact;
 - B. Teachers must differentiate the instruction and provide weekly, interactive contact with every student;
5. School must have a plan to incorporate in-person academic and social interaction among students and school staff;
6. School must have a plan for the provision of schoolbooks and the necessary technology to support the program, including computer hardware and software, internet connection, etc. and provisions to assure access for all special populations;
7. School must have a plan for the maintenance and/or replacement of damaged or malfunctioning equipment or software;
8. School must have a plan for effective systems and procedures or validating the authenticity of student work and accurate attendance and enrollment reporting;
9. The plan described above must include a verification by the parent of each student of the number of hours of educational activities completed by the student at the end of each school year.
10. School must have a plan to provide evidence of a system for selecting and supporting learning coaches to meet student needs.
11. School provide, or provide for, transportation services that meet at least the following student needs – transportation to and from a testing site for required state assessments, transportation required to participate in in-person meetings and activities required by the school, and transportation required by state or federal law or regulation relating to services to students with disabilities, including but not limited to transportation to evaluation appointments and transportation to receive related services under an IEP.
12. School shall conduct exit interviews with its employees and those of the ESP assigned to the school, as well as with students who leave the school for any reason other than graduation. The information from these interviews shall be summarized annually and provided to the Commission; upon request, the Commission shall have access to the underlying data and information. In addition, the school shall provide evidence that the governing board has reviewed the information and taken appropriate action where needed to demonstrate a commitment to continuous improvement.
13. Beginning in the second operating year, the School shall hire a mutually agreeable independent third-party to evaluate the school's execution of the educational program contained in the charter application, including an evaluation of the performance of the ESP. The evaluation report shall be provided to the Commission annually no later than September. Upon request the Commission

shall have access to the underlying data and information. In addition, the individual(s) who prepared the report shall be made available to the commission, at the sole expense of the School, to present and discuss the report at a commission meeting.

14. The school shall report to the Commission at the end of each academic year on the CEO's effectiveness to serve as HR and business manager and manage the contract with the ESP.

15. 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. This policy shall cover allegations of sexual abuse, molestation, and employment practices liability (unless covered elsewhere).
- C. Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage as required by Maine law with respect to the School's operated, owned, and hired or non-owned vehicles assigned to or used in performance of programs or services offered by the School. Automobile Physical Damage to be included for school's owned vehicle used in performance programs or services offered by the school.
- D. Risks of direct physical loss or Fire and EC Property insurance, to include Business Interruption, 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 name the Commission as a loss payee.
- E. Errors and Omissions Liability insurance shall conform to the following requirements (may be provided as part of general liability):
 - 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. Cyber Insurance/Data Breach
- H. Inland Marine to cover watercraft, aircraft, and specialized equipment
- I. 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."

- J. 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.

MEVA Performance Framework October, 2019

Indicator	Measure	Target	Assessment Criteria	
Student Academic Proficiency	Percentage of students scoring in the meets and exceeds categories of the MEA in ELA	At least 50% of students will meet or exceed state expectations on the MEA in ELA.	Exceeds Expectation	55% or more
			Meets Expectation	45% - 54.9%
			Partially Meets Expectation	35% - 44.9%
			Does Not Meet Expectation	Below 35%
	Percentage of students scoring in the meets and exceeds categories of the MEA in math	At least 40% of students will meet or exceed state expectations on the MEA in math.	Exceeds Expectation	45% or more
			Meets Expectation	35% - 44.9%
			Partially Meets Expectation	25% - 34.9%
			Does Not Meet Expectation	Below 25%
	Percentage of students scoring in the meets and exceeds categories of the MEA in science	At least 50% of students will meet or exceed state expectations on the MEA in science.	Exceeds Expectation	55% or more
			Meets Expectation	45% - 54.9%
			Partially Meets Expectation	35% - 44.9%
			Does Not Meet Expectation	Below 35%
Student Academic Growth	Students will show progress in their learning through growth in their NWEA RIT scores in ELA reading and language from fall to spring of each school year.	Students will show progress in their learning through growth in their NWEA RIT ¹ scores from fall to spring of each school year.	Exceeds Expectation	90% or more
			Meets Expectation	80% - 89.9%
			Partially Meets Expectation	70% - 79.9%
			Does Not Meet Expectation	Below 70%
	Students will show progress in their learning through growth in their NWEA RIT scores in math from fall to spring of each school year.	Students will show progress in their learning through growth in their NWEA RIT scores from fall to spring of each school year.	Exceeds Expectation	90% or more
			Meets Expectation	80% - 89.9%
			Partially Meets Expectation	70% - 79.9%
			Does Not Meet Expectation	Below 70%
	Growth on NWEA as measured by projected growth on MAP ² assessment: The time allowed to reach these targets will vary depending upon the	School will meet goal of 70% of eligible ³ students meeting their projected growth on NWEA ELA reading and language.	Exceeds Expectation	70% or more ⁴
			Meets Expectation	School meets annual target
			Partially Meets Expectation	Less than 2% below target or is more than 2% below target, but has increased

¹ The RIT score represents a student's achievement level at any given moment and helps measure their academic growth over time. The RIT scale is a stable scale, like feet and inches, that accurately measures student performance, regardless of age, grades, or grade level.

² MAP® Growth™ measures what students know and informs what they're ready to learn next. By dynamically adjusting to each student's responses, MAP (measures of academic progress) Growth creates a personalized assessment experience that accurately measures performance.

³ Eligible is defined as having both a fall and spring score for students in grades k-11.

⁴ Beginning in 2022-23 exceeds becomes "more than 70%."

MEVA Performance Framework October, 2019

	demographics of the students, and of subgroups of students, found in each charter school.		Does Not Meet Expectation	rate from previous year by at least 3% 2% or more below target, with increase of less than 3% from previous year
	Growth on NWEA as measured by projected growth on MAP assessment: The time allowed to reach these targets will vary depending upon the demographics of the students, and of subgroups of students, found in each charter school.	School will meet goal of 70% of eligible students meeting their projected growth on NWEA math.	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	70% or more ⁵ Meets annual target Less than 2% below target or is more than 2% below target, but has increased rate from previous year by at least 3% 2% or more below target, with increase of less than 3% from previous year
Achievement Gaps	Achievement gaps in proficiency between major subgroups on the Maine State Assessments. Subgroups must have at least 10 students to be reported. Subgroups may not be combined to create a “super-subgroup.”	The school will provide evidence of closing identified achievement gaps of major subgroups (English learner, special education, gender, economically disadvantaged, 504, ethnic and racial minorities).	Meets Expectation Partially Meets Expectation Does Not Meet Expectation	Subgroups are performing similarly to comparison groups Subgroups are performing below comparison groups, some gaps have closed since the previous year Subgroups are performing below comparison groups, and have not improved since the previous year
	Achievement gaps in growth between major subgroups on the NWEA. Subgroups must have at least 10 students to be reported. Subgroups may not be combined to create a “super-subgroup.”	The school will provide evidence of closing identified achievement gaps of major subgroups (English learner, special education, gender, economically disadvantaged, 504, ethnic and racial minorities).	Meets Expectation Partially Meets Expectation Does Not Meet Expectation	Subgroups are performing similarly to comparison groups Subgroups are performing below comparison groups, some gaps have closed since the previous year Subgroups are performing below comparison groups,

⁵ Beginning in 2022-23 exceeds becomes “more than 70%.”

MEVA Performance Framework October, 2019

			and have not improved since the previous year	
Student Attendance	Chronic absenteeism rate	Schools will have 10% or fewer students classified as chronically absent on the last day of school. ⁶	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	Fewer than 7% 7%-10% 10.1%-13% or is more than 13%, but has decreased rate from previous year by at least 5% Greater than 13%
	Average Daily Attendance Rate	Schools will have an average daily attendance rate in grades preK-8 of 93% or higher.	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	97% or higher 93%-96.9% 90%-92.9% Below 90%
		Schools will have an average daily attendance rate in grades 9-12 of 91% or higher.	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	95% or higher 91%-94.9% 88%-90.9% Below 88%
Student Enrollment	Enrollment throughout the school year	85% or more of eligible students enrolled on the last day of school will be the same students who were enrolled on State Student Count Day. ⁷	Exceeds Expectation Meets Expectation Partially meets Expectation Does not meet Expectation	90% or more 85% - 89.9% 75% - 84.9% Fewer than 75%
	Recurrent enrollment from one year to the next	85% or more of eligible students enrolled on the <u>last day</u> of school will have completed an Intent to reenroll form for the next year.	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	90% or more 85% - 89.9% 75% - 84.9% Fewer than 75%
Post-Secondary Readiness	4 year high school graduation rate (current cohort)	Schools will meet Maine DOE annual goals: 2020- 87.74%	Exceeds Expectation Meets Expectation Partially Meets Expectation	Exceeds 90% Met state target Less than 2% below target or is more than 2% below target, but has increased

⁶ Chronically absent is defined as missing 10% or more of school days.

⁷ Student Count day is October 1.

MEVA Performance Framework October, 2019

			rate from previous year by at least 2%
			Does not meet expectation 2% or more below target
	5 and 6 year average high school graduation rate (previous 2 years' cohorts averaged)	Schools will meet Maine DOE annual goals: 2020- 89.74%	Exceeds Expectation Exceeds 92% Meets Expectation Met state target Partially Meets Expectation Less than 2% below target or is more than 2% below target, but has increased rate from previous year by at least 2% Does Not Meet Expectation 2% or more below target
	Of students in their graduating year, percent participation in post-secondary readiness opportunities	At the end of their graduating year, 70% of each schools' eligible ⁸ students will have participated in at least one post-secondary activity such as <u>(and not limited to)</u> college course, Advanced Placement course, certificate program, or internship.	Exceeds Expectation 80% or more Meets Expectation 70% - 79.9% Partially Meets Expectation 60% - 69.9% Does Not Meet Expectation Fewer than 60%
	Success rate of students participating in post-secondary readiness opportunities	70% of the school's students <u>who participated in at least one post-secondary activity</u> such as <u>(and not limited to)</u> college course, Advanced Placement course, certificate program, or internship will complete it successfully ⁹ .	Exceeds Expectation 80% or more Meets Expectation 70% - 79.9% Partially Meets Expectation 60% - 69.9% Does Not Meet Expectation Fewer than 60%
Financial Performance and Stability	Near Term Measures a) Current Ratio b) Unrestricted Days Cash on Hand	School evaluates its Near-Term Financial Health using the Financial Performance and Stability outline provided by the Commission.	Near Term Measures are healthy. Near Term Measures require monitoring. Near Term Measures require immediate action.
	Sustainability Measures a) Total Margin b) Debt to asset ratio	School evaluates its Financial Sustainability using the Financial Performance and Stability outline provided by the Commission.	Sustainability Measures are healthy. Sustainability Measures require monitoring. Sustainability Measures require immediate action.

⁸ Students not excluded via IEP or other individual plan

⁹ Successfully is defined as a passing grade, meeting appropriate standards, or other clearly defined measure of success.

MEVA Performance Framework October, 2019

Clean Audit	the school has an annual financial audit conducted. audit and management letter are submitted to the commission. audit has no material findings or misstatements.	Unmodified opinion on [consolidated] financial statements: no material weaknesses, significant deficiencies or reportable instances of noncompliance and other matters identified in the other information accompanying the auditor’s report on financial statements or in the auditor’s report on internal control over financial reporting and on compliance and other matters.	Meets Expectation Partially Meets Expectation Does Not Meet Expectation	Clean audit submitted Audit submitted, may have 1 material misstatement audit not submitted or not “clean”
Governance Board Performance and Stewardship	Public Accountability: Transparent, responsive, and legally compliant Board operation.	The Governing Board will hold a minimum of 6 meetings per school year ¹⁰ .	Exceeds Expectation Meets Expectation Does Not Meet Expectation	11 or more meetings 6-10 meetings 5 or fewer meetings
		Timely ¹¹ publication of Board meeting agenda and minutes upon approval.	Meets Expectation Partially Meets Expectation Does Not Meet Expectation	All minutes and agendas posted timely 1-2 items not posted timely 3 or more not posted timely
Adequacy of Facilities Management	Meet Local and State requirements	The school certifies that its facility (or facilities) meet all local and state requirements for public school facilities.	Meets Expectation Does Not Meet Expectation	Certified as required Not certified as required
	Capital Improvement Plan	The school has a current capital improvement plan approved by its governing board.	Meets Expectation Does Not Meet Expectation	Current Capital Improvement approved by board Capital Improvement Plan not current or not approved by board

¹⁰ A school year is July 1 – June 30

¹¹ Timely is defined as posting agenda a minimum of 5 days before the meeting and for minutes, posting within 5 days of approval.

MEVA Performance Framework October, 2019

School Social and Academic Climate	Reporting of behavior incidents	The school will follow the Maine DOE required reporting for incidents of behavior.	Meets Expectation Does Not Meet Expectation	Reports as required Does not report as required
	Panorama Survey- Family Participation	40% of families will participate in the Panorama survey.	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	50% or more 40% - 49.9% 30%- 39.9% Less than 30%
	Panorama Survey- Student Participation	65% of eligible students will Participate in the Panorama survey. ¹²	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	75% or more 65%-74.9% 55%-64.9% Less than 55%
	Panorama Survey- Teacher/Staff Participation	70% of teachers/staff will participate in the Panorama survey.	Exceeds Expectation Meets Expectation Partially Meets Expectation Does Not Meet Expectation	80% or more 70%-79.9% 60%-69.9% Less than 60%
	Panorama Survey	Annually, the school will review its Panorama Education results and develop an action plan to address areas for continued improvement. Plan and outcome will be submitted to the Commission.	Meets Expectation Partially Meets Expectation Does Not Meet Expectation	School develops and implements plan School develops and partially implements plan School does not develop or does not implement plan

¹² Students in grades 3 and up are eligible to participate in the Panorama Education surveys.

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

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

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.
- c. The school will post and maintain on its website all governing board approved policies.

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 Letter of Concern 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 within ten calendar days of receipt of the notice by the School.
- b. If the inquiry indicates unsatisfactory compliance the Commission shall direct the School to submit a Corrective Action Plan (CAP) to the Commission within ten calendar days of receipt of the request by the School.
- c. If the School's response to the CAP does not address the concerns the Commission shall place the school on probation and/or issue sanctions. Sanctions could include revocation of charter.
- d. If the Commission places the school on probation or issues sanctions 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.
- e. For no fewer than five business days after the interview and hearing, the Commission will receive any further written comments from the School and/or the public.
- f. 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.

Maine Charter School Commission CHARTER SCHOOL CLOSURE PLAN

IMMEDIATE ACTIONS

Action Item	Responsible for Completing	Targeted Completion Date	Status
<p>1</p> <p>Create “Charter School Closure: Frequently Asked Questions”</p> <p>General document from MCSC outlining Authorizing Board’s policies, commitment to quality authorizing through supporting the transition of students and staff to new settings, overview of transition steps, general timelines, checklist for parents transitioning to a new school in the next school year and MCSC contact information.</p>	<p>MCSC Lead</p>	<p>Prior to MCSC’s vote to close the charter school or immediately upon school board’s vote to close the school.</p>	
<p>2</p> <p>Establish Transition Team and Assign Roles</p> <p>A team dedicated to ensuring the smooth transition of students, staff and close down of the school’s business populated by MCSC staff in conjunction with board members and staff of the closing charter school.</p> <p>Team to include:</p> <ul style="list-style-type: none"> • Lead person from MCSC Staff; • MCSC liaison to charter school; • Charter School Board Chair; • Lead Administrator from the Charter School; • Lead Finance person from the Charter School; • Lead person from the Charter School Faculty; • Lead person from the Charter School Parent Organization. 	<p>MCSC Lead and School Board Chair</p>	<p>Within 24 hours of MCSC or the school board’s vote to close the charter school</p>	
<p>3</p> <p>Assign Transition Team Action Item Responsibilities</p> <p>Distribute contact information to all transition team members, set calendar for meetings and assign dates for completion of each charter school closure item.</p>	<p>MCSC Lead and School Board Chair</p>	<p>Within 48 hours of vote to close the charter school</p>	
<p>4</p> <p>Initial Closure Notification Letter: Parents & School</p> <p>Distribute letter to faculty, staff and parents outlining:</p> <ul style="list-style-type: none"> • Closure decision; • Timeline for transition; and • Contact information. 	<p>MCSC Lead and School Board Chair</p>	<p>Within 24 hours of vote to close the charter school</p>	
<p>5</p> <p>Initial Closure Notification Letter: State & Local Agencies</p>	<p>MCSC Lead and School Board Chair</p>	<p>Within 24 hours of vote to close the charter school</p>	

	<p>Letter to state education agency as well as nearby school districts and town officials of nearby towns to include:</p> <ul style="list-style-type: none"> • Notification materials distributed to parents; • Notification materials distributed to faculty and staff; and • Authorizing board decision materials, resolution to closes school, copy of any termination agreement (if applicable). 			
6	<p>Initial Closure Notification Letter: Commissioner and Legislature (see 20-A 2411(7))</p> <p>Letter to Commissioner and Legislature to include:</p> <ul style="list-style-type: none"> • The action taken; • Reason for the decision to close the charter school; • Authorizing board decision materials, resolution to close school, copy of any termination agreement (if applicable). 	MCSC Lead	Within 24 hours of vote to close the charter school	
7	<p>Talking Points</p> <p>Create talking points for parents, faculty, community and press. Focus on communicating plans for orderly transition of students and staff. Distribute to transition team.</p>	MCSC Lead and School Board Chair	Within 24 hours of vote to close the charter school	
8	<p>Press Release</p> <p>Create and distribute a press release that includes the following:</p> <ul style="list-style-type: none"> • History of school; • Authorizing board closure policies; • Reason(s) for school closure; • Outline of support for students, parents and staff; and • A press point person for MCSC and for the school. 	MCSC Lead and School Board Chair	Within 24 hours of vote to close the charter school	
9	<p>Continue Current Instruction</p> <p>Continue instruction under current program per charter contract until end of school calendar for regular school year.</p>	Charter School Administrator Lead	Continuous after closure vote until end of classes as designated in closure resolution	
10	<p>Terminate Summer Instruction Program</p> <p>Take action to terminate any summer instruction, such as canceling teaching contracts.</p>	Charter School Board Lead and Administrator Chair	Within 48 hours of vote to close the charter school	
11	<p>Secure Student Records</p> <p>Ensure all student records are organized, up to date and maintained in a secure location.</p>	Charter School Administrator Lead	Within 24 hours of vote to close the charter school	

12	<p>Secure Financial Records</p> <p>Ensure all financial records are organized, up to date and maintained in a secure location.</p>	Charter School Financial Lead	Within 24 hours of vote to close the charter school	
13	<p>Parent Contact Information</p> <p>Create Parent Contact List to include:</p> <ul style="list-style-type: none"> • Student name; • Address; • Telephone; and • Email, if possible. <p>Provide a copy of the parent contact information to MCSC.</p>	Charter School Administrator Lead	Within 24 hours of vote to close the charter school	
14	<p>Faculty Contact Information</p> <p>Create Faculty Contact List that includes:</p> <ul style="list-style-type: none"> • name; • Position; • Address; • Telephone; and • Email. <p>Provide a copy of the list to MCSC.</p>	Charter School Faculty Lead	Within 24 hours of vote to close the charter school	
15	<p>Convene Parent Closure Meeting</p> <p>Plan and convene a parent closure meeting.</p> <ul style="list-style-type: none"> • Make copies of “Closure FAQ” document available; • Provide overview of MCSC board closure policy and closure decision; • Provide calendar of important dates; • Provide specific remaining school vacation days and date for end of classes; • Present timeline for transitioning students; • Present timeline for closing down of school operations; and • Provide contact and help line information. 	MCSC Lead, Charter School Administrator and Charter School Parent Organization Leads	Within 72 hours of vote to close the charter school	
16	<p>Convene Faculty/Staff Meeting</p> <p>Board Chair to communicate:</p> <ul style="list-style-type: none"> • Commitment to continuing coherent school operations throughout closure transition; • Plan to assist students and staff by making closing as smooth as possible; • Reason(s) for closure; 	Charter School Board Chair, Charter School Administrator Lead, and Charter School Faculty Lead.	Within 72 hours of vote to close the charter school	

	<ul style="list-style-type: none"> • Timeline for transition details; • Compensation and benefits timeline; and • contact information for ongoing questions. <p>Provide MCSC copies of all materials distributed at the Faculty/Staff Meeting.</p>			
17	<p>Maintenance of Location and Communication</p> <p>Establish if the school will maintain the current facility as its locus of operation for the duration of the closing out the school’s business, regulatory and legal obligations. In the event the facility is sold or otherwise vacated before concluding the school’s affairs, the school must relocate its business records and remaining assets to a location where a responsive and knowledgeable party is available to assist with closure operations. The school must maintain operational telephone service with voice message capability and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied. The school must immediately inform MCSC if any change in location or contact information occurs.</p>	Charter School Board Chair	Ongoing until closure complete	
18	<p>Insurance</p> <p>The school’s assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration. The school should:</p> <ul style="list-style-type: none"> • Maintain existing insurance coverage until the disposal of such assets under the school closure action plan; • Continue existing insurance for the facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets; • Negotiate facility endurance with entities that may take possession of school facility (lenders, mortgagors, bond holders, etc.); • Continue or obtain appropriate security services; and • Plan to move assets to secure storage after closure of the school facility. <p>The school should maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the school.</p>	Charter school Board Chair and Charter School Financial Lead	Ongoing until all business related to closure is completed	

NOTIFICATIONS				
Action Item	Responsible for Completing	Targeted Completion Date	Status	
19	<p>Parent/Guardian Closure Transition Letter</p> <p>Distribute letter with detailed guidance regarding transition plan. Notification should include, but not be limited to:</p> <ul style="list-style-type: none"> • Date of the last day of regular instruction; • Cancellation of any planned summer school; • Notification of mandatory enrollment under state law; • Date(s) of any planned school choice fairs(s); • Listing of the contact and enrollment information for charter, parochial, public and private schools in the area; • Information on obtaining student records pursuant to the state Freedom of Information Law before the end of classes; and • Contact information for parent/guardian assistance/questions. <p>Provide MCSC with a copy of the letter.</p>	Charter School Board Chair and Charter School Administrator Lead	Within 10 days of vote to close the charter school	
20	<p>Staff/Faculty Closure Transition Letter</p> <p>Outline transition plans and timelines for staff, including but not limited to:</p> <ul style="list-style-type: none"> • Commitment of school’s board to transitioning staff; • Commitment to positive transition of children into new educational settings; • Any transition to new employment assistance board anticipates providing (such as job fairs); • Timelines for compensation and benefits • Timelines for outstanding professional development issues; • COBRA information; • Pertinent licensure information; • Faculty lead contact information; and • Transition team member contact information. <p>Provide MCSC with a copy of the letter and any accompanying materials.</p>	Charter School Board Chair	Within 10 days of vote to close the charter school	
21	Agency Notifications	MCSC Lead and Charter School Board Chair	Within 10 days of vote to close the charter school	

	<p>The school must satisfy statutory and regulatory obligations to ensure a smooth transition for students. Agency notifications to include:</p> <ul style="list-style-type: none"> • State charter school oversight department; • School finance; • Grants management; • Federal programs office; • State teacher retirement system; • Non-instructional staff retirement system; • Local school district superintendent(s); • State auditor/comptroller/budget office (depending on revenue flow) • Assessment and testing; • Data reporting (student information); • Child nutrition; and • Transportation. 			
22	<p>Union Notification Pursuant to any Collective Bargaining Agreement</p> <p>If applicable, the school should contact legal counsel and work with them to notify any unions of termination of collective bargaining agreements (CBAs) and the pending cessation of instruction, pursuant to the notice requirements set forth in any existing CBA or notice requirements of applicable federal, state and local law. The school should:</p> <ul style="list-style-type: none"> • consult with legal counsel with respect to notice requirements for terminating the CBA and the legal implications with respect to termination of CBAs and the termination of employees connected to the CBAs; • provide a copy of the latest CBA to MCSC; • provide a copy of the notice to MCSC; and • keep MCSC informed of the implications, penalties and damages in connection with any termination of a CBA and ongoing discussions and negotiations with the union in connection with termination. 	Charter School Board Chair	Within one week of vote to close the charter school	
23	<p>Notification of Employees and Benefit Providers</p> <p>The school should establish an employee termination date and:</p> <ul style="list-style-type: none"> • notify all employees of termination of employment and/or contracts; • notify benefit providers of pending termination of all employees; 	Charter School Board Chair and Charter School Financial Lead	Within 45 days of vote to close the charter school	

	<ul style="list-style-type: none"> • notify employees and providers of termination of all benefit programs; • terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e., COBRA), including: <ul style="list-style-type: none"> ○ health care/health insurance; ○ life insurance; ○ dental plans; ○ eyeglass plans; ○ cafeteria plans; ○ 401(k) retirement plans; and ○ pension plans. <p>Specific rules and regulations may apply to such programs, especially teachers' retirement plans, so legal counsel should be consulted.</p> <p>Provide MCSC copies of all materials.</p>			
24	<p>Notification of Education Service Provider (ESP) and Termination of Contract</p> <p>The school must:</p> <ul style="list-style-type: none"> • notify ESP of termination of education program by the school's board, providing the last day of classes and absence of summer programs; • provide notice of non-renewal in accordance with management contract; • request final invoice and accounting to include accounting of retained school funds and grant fund status; and • provide notice that the ESP should remove any property lent to the school after the end of classes and request a receipt of such property. <p>Provide a copy of this notification to MCSC.</p>	Charter School Board Chair	Within three weeks of vote to close the charter school	
25	<p>Notification of Contractors Agreement</p> <p>The school must formulate a list of all contractors with contracts in effect and:</p> <ul style="list-style-type: none"> • notify them regarding school closure and cessation of operations; 	Charter School Financial Lead	Within three weeks of vote to close the charter school	

	<ul style="list-style-type: none"> • instruct contractors to make arrangements to remove any contractor property from the school by a certain date (copying machines, water coolers, other rented property); • retain records of past contracts as proof of full payment; and • maintain telephone, gas, electric, water and insurance (including Directors and Officers liability insurance) long enough to cover the time period required for all necessary closure procedures to be complete. <p>Provide MCSC written notice of such notification.</p>			
26	<p>Notification to Creditors</p> <p>Solicit from each creditor a final accounting of the school’s accrued and unpaid debt. Compare the figures provided with the school’s calculation of the debt and reconcile.</p> <p>Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide MCSC a written summary of this activity.</p>	Charter School Financial Lead	Within one month of vote to close the charter school	
27	<p>Notification to Debtors</p> <p>Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide MCSC a written summary of this activity.</p>	Charter School Financial Lead	Within one month of vote to close the charter school	

RECORDS				
Action Item	Responsible for Completing	Targeted Completion Date	Status	
28	<p>Disposition of Records</p> <p>Follow school's board's records retention policy, or a policy does not exist follow the appropriate policy and/or law.</p> <p>In all cases, the school board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> • loans, bonds, mortgages and other financing; • contracts; • leases; • assets and asset sales; • grants (records relating to federal grants must be kept in accordance with 34 CFR 8042.) • governance (minutes, by-laws, policies); • employees (background checks, personnel files); • accounting/audit, taxes and tax status; • employee benefit programs and benefits; and • any items provided for in the closure action plan. 	Charter School Board Chair	Within two months of the end of classes and ongoing	
29	<p>Final Report Cards and Student Records Notice</p> <p>The school must ensure that:</p> <ul style="list-style-type: none"> • all student records and report cards are complete and up to date; • parents/guardians are provided with copies of final report cards and notice of where student records will be sent (with specific contact information); and 	Charter School Administrative and Faculty Lead	One week after the end of classes	

	<ul style="list-style-type: none"> parents/ guardians receive a reminder letter or post card reminding them of the opportunity to access student records under Freedom of Information law. <p>Provide MCSC with a copy of the notice.</p>			
30	<p>Transfer of Student Records</p> <p>As required by state statute, the school must transfer all student records to students’ new schools. If a new school is not identified records will be transferred to the student’s resident district. Student records to include:</p> <ul style="list-style-type: none"> grades and any evaluation; all materials associated with Individual Education Plans; immunization records; and parent/guardian information. <p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records—including special education records—will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination(s).</p>	Charter School Administrative Lead, Charter School Faculty Lead and Charter School Parent Organization Lead	Within one month after the end of classes	
31	<p>Documenting Transfer of Records</p> <p>Written documentation of the transfer of records must accompany the transfer of all student materials. The written verification must include:</p> <ul style="list-style-type: none"> the number of general education records transferred; the number of special education records transferred; the date of transfer; the signature and printed name of the charter school representative releasing the records; and the signature and printed name of the district (or other entity) recipient(s) of the records. <p>Provide copies of all materials documenting the transfer of student records to MCSC.</p>	Charter School Board Chair and Charter School Administrative Lead	Within one month of the end of classes	
32	<p>Transfer of Testing Materials</p> <p>The school must determine state requirements regarding disposition of state assessment materials stored at the school and return as required.</p> <p>Provide MCSC with letter outlining transference of testing materials.</p>	Charter School Administrative Lead	One week after the end of classes	

FINANCIAL				
Action Item	Responsible for Completing	Targeted Completion Date	Status	
33	<p>U.S. Dept. of Education Filings</p> <p>File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34 CFR 80.41. Charter School Financial Lead One week after the end of classes</p>	Charter School Financial Lead	One week after the end of classes	
34	<p>IRS Status</p> <p>If the school has 501(c)(3) status, it must take steps to maintain that status including, but not limited to, the following:</p> <ul style="list-style-type: none"> • notification to IRS regarding any address change of the School Corporation; and • filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). <p>If the school corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to MCSC.</p>	Charter School Board Chair and Charter School Financial Lead	Date to be determined depending on 501(c)(3) status	
35	<p>UCC Search</p> <p>The school should perform a Uniform Commercial Code (UCC) search to determine if there are any perfected security interests and to what assets security interests are attached.</p> <p>Provide a copy of the search to MCSC.</p>	Financial Lead	Within 30 days of vote to close the charter school	
36	<p>Audit</p>	Charter School Board Chair and Charter School Financial Lead	Within 120 days of the end of classes	

	<p>The school must establish a date by which to complete a final close out audit by an independent firm or state auditor as determined by statute.</p> <p>Provide a copy of the final audit to MCSC.</p>			
37	<p>Vendors</p> <p>The school must:</p> <ul style="list-style-type: none"> • create vendor list; and • notify vendors of closure and cancel or non-renew agreements as appropriate. <p>Provide MCSC with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of vote to close the charter school	
38	<p>Inventory</p> <p>The school must:</p> <ul style="list-style-type: none"> • create a fixed asset list segregating state and federal dollars; • note source codes for funds and price for each purchase; and • establish fair market value, initial and amortized for all fixed assets. <p>Provide MCSC with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of vote to close the charter school	
39	<p>Disposition of Property</p> <p>At the time of closure the school must check with the state department of education regarding proper procedures for the disposition of property purchased with federal funds.</p>	MCSC and Charter School Financial Lead	Within 45 days of vote to close the charter school	
40	<p>Disposition of Inventory</p> <p>Establish a disposition plan (e.g., auction), and establish a payment process (e.g., cash, checks, credit cards) for any remaining items.</p> <p>Provide MCSC with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of vote to close the charter school	
41	<p>Payment of Funds</p> <p>The school should work with MCSC to prioritize payment strategy considering state and local requirements. Using available revenue and any funds from auction proceeds, pay the following entities:</p> <ul style="list-style-type: none"> • retirement systems; • teachers and staff; 	MCSC and Charter School Financial Lead	Plan complete within 45 days of vote to close the charter	

	<ul style="list-style-type: none"> • employment taxes and federal taxes; • audit preparation; • private creditors; • overpayments from state/district; and • other as identified by MCSC. <p>Provide MCSC with a copy of all materials associated with this action.</p>			
42	<p>Expenditure Reporting</p> <p>Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed.</p> <p>Provide MCSC a copy of all materials.</p>	Charter School Financial Lead	Within 45 days of the end of classes	
43	<p>Itemized Financials</p> <p>Review, prepare and make available:</p> <ul style="list-style-type: none"> • fiscal year-end financial statements; • cash analysis; • list of compiled bank statements for the year; • list of investments; • list of payables (and determinations of when a check used to pay the liability will clear the bank); • list of all unused checks; • list of petty cash; and • list of bank accounts. <p>Additionally, collect and void all unused checks as well as close accounts once transactions have cleared.</p>	Charter School Financial Lead	Within 30 days of the end of classes	
44	<p>Payroll Reports</p> <p>The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts.</p> <p>Provide MCSC with copies of all materials.</p>	Charter School Financial Lead	Within 30 days of the end of classes	
45	<p>List of Creditors and Debtors</p> <p>Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include:</p> <ul style="list-style-type: none"> • contractors to whom the school owes payment; • lenders; • mortgage holders; 	Charter School Financial Lead	Within three weeks of vote to close the charter school	

	<ul style="list-style-type: none">• bond holders;• equipment suppliers;• secured and unsecured creditors;• persons or organizations who owe the school fees or credits;• lessees or sub-lessees of the school; and• any person or organization holding property of the school.			
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