

MAINE CHARTER SCHOOL COMMISSION

CHARTER CONTRACT

This Agreement constitutes a Charter Contract (the “Charter”) executed this 3rd day of February, 2015 (the “Effective Date”), by and between the Maine Charter School Commission (the “Commission”) and Maine Learning Innovations, Inc., a Maine nonprofit corporation located at 149 Falmouth Road, Falmouth, ME 04015, d/b/a Maine Virtual Academy (the “Charter School” or the “School”). The Commission and the School are referred to collectively throughout the Charter as the “Parties.”

WHEREAS, the Maine Legislature has authorized the establishment of public charter schools; and

WHEREAS, the Commission has the authority to authorize public charter schools, including virtual public charter schools, pursuant to 20-A M.R.S. § 2405; and

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

WHEREAS, on November 13, 2014, the Commission approved the application for the proposed Charter School (the “Charter Application”) set forth in Exhibit A attached hereto; and

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of the Charter School described herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the sufficiency of which is hereby acknowledged, the Commission and the Charter School agree as follows:

Part I: Establishment of the Charter School

1.1 Parties

- 1.1.1 This Charter is entered into between Maine Learning Innovations, Inc. d/b/a Maine Virtual Academy (the “Charter School” or the “School”) by and through its Governing Board and the Maine Charter School Commission.
- 1.1.2 The person authorized to sign on behalf of the School is the Chairperson of the Governing Board (the “Charter School Representative”).
- 1.1.3 The person authorized to sign on behalf of the Commission is its Chairperson.

- 1.1.4 The Charter School Representative affirms as a condition of this Charter that s/he is the above-described representative of the Charter School and has authority to sign this Charter on behalf of the Charter School.
- 1.1.5 The Charter School shall be operated as a nonprofit corporation formed and organized pursuant to 13-B M.R.S. § 101 *et seq.*, and shall be responsible for all functions of the Charter School in accordance with applicable law and the terms and conditions set forth in this Charter.
- 1.1.6 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School as a nonprofit corporation and failure to act strictly as a nonprofit corporation shall be grounds for revocation of the Charter.
- 1.2 **Charter School Governing Board**
- 1.2.1 The Charter School affirms, as a condition of this Charter, that Governing Board members receive no compensation other than reimbursement of actual expenses incurred while fulfilling official duties as a member of such board.
- 1.2.2 No member of the Governing Board shall be an employee of, or a contracted service provider to, the Charter School while serving as a Governing Board member.
- 1.2.3 No member of the Governing Board shall be an officer, director or employee of K12 Inc. or any of its subdivisions, including but not limited to K12 Virtual Schools LLC.
- 1.2.4 The Charter School affirms, as a condition of this charter, that the Governing Board will adhere to a duly-adopted conflict of interest policy, consistent with the provisions of this section and of applicable Maine law.
- 1.2.5 Within 10 days of the execution of this Charter, and then annually on or before the first day of the Charter School's fiscal year, the School shall provide the Commission a current list of Governing Board members and officers, including their business addresses.
- 1.2.6 Notwithstanding the foregoing subsection, the Charter School shall provide the Commission notice within 15 days of any change in the composition of the Governing Board or officers including the name, business address and resume of any new members or officers.

1.3 **Term**

This Charter is effective on the date of execution. It shall continue for five (5) operating years; an operating year is the same period as a school year, which is defined in Section 3.1. It shall terminate on June 30, 2020 unless renewed by the Commission. The Commission shall make renewal decisions consistent with applicable State law and the achievement of the performance indicators set out in the Performance Indicators, Measures, Metrics, and Contract Evaluation Criteria attached hereto as Exhibit B (the “Performance Indicators”).

- 1.3.1 Notwithstanding any other provision of this Charter, if the State or its political subdivisions do not timely make available to the Charter School the public funds contemplated under Sections 4.2.2 and 4.2.3 (and if sufficient funds from other sources to substitute for the public funds contemplated under Sections 4.2.2 and 4.2.3 are unavailable); or if such public funds are de-appropriated; or if the State or its political subdivisions do not receive legal authority to expend public funds from the Maine State Legislature or Maine courts, then the Charter School may cease operating immediately, making such arrangements as its remaining resources may reasonably allow for the transition of students to other learning environments. In such an event, this Charter shall terminate and the Charter School shall have no further obligations to perform the requirements set for herein.

1.4 **Amendment**

- 1.4.1 No Material Amendments to this Charter shall be valid without the approval of the governing board of the Charter School and the Commission as described in Section 6.10.
- 1.4.2 Non-Material Amendments to this Charter shall be valid with notice to the Commission as described in Section 6.11.

1.5 **Facilities**

- 1.5.1 The building(s) in which the Charter School is to be located, including but not limited to any regional office(s) described in the Charter Application, shall be known as the Charter School’s Facilities (the “Facilities”).
- 1.5.2 The Commission or its designee may, at the Commission’s discretion, conduct a health and safety inspection of the Facilities at any time.
- 1.5.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely accommodate their anticipated use.

- 1.5.4 The Facilities shall conform to the applicable provisions of the Americans with Disabilities Act and any other federal or state laws and regulations applicable to public schools.
- 1.5.5 Pursuant to the Pre-Opening Plan set out and attached hereto as Exhibit C (the “Pre-Opening Plan”), the Charter School shall provide the Commission with a written, signed copy of the lease, purchase agreement and/or such facilities agreement (the “Facilities Agreement”) for the primary facilities and any ancillary facilities identified by the Charter School and such certificates and permissions as are necessary to operate the Charter School in the proposed Facilities for at least the first year of the School’s operation.
- 1.5.6 In the event that an adequate Facilities Agreement and/or necessary certificates and permits are not in place by the date(s) established in the Pre-Opening Plan, the Charter School may not provide instructions at the Facilities. In such event, the Commission reserves the right to enforce any of the consequences for failure to meet Pre-Opening Plan, including prohibiting the Charter School from commencing instruction until the start of the succeeding semester or school year.
- 1.5.7 The Charter School’s relocation to different Facilities shall constitute a Material Amendment to this Charter and shall be subject to Section 6.10 and the following conditions:
- Submissions of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities prior to the first day of occupancy;
 - Submission of evidence that the new Facilities meet the requirements of Sections 1.5.3 and 1.5.4 above.

1.6 **Pre-Opening**

Failure to timely fulfill any material terms of the Pre-Opening Plan shall be considered a breach of this Charter and shall be grounds for Commission intervention, including prohibiting the Charter School from commencing instruction until the start of the succeeding semester or school year. Notwithstanding the immediately foregoing, the Commission may elect to waive or modify the Pre-Opening Plan or may grant the Charter School an additional planning year upon good cause shown.

1.7 **Closure**

In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the Charter, the Charter School shall comply with the closure requirements set out in law and regulation and in accordance with the Closure Plan set out and attached hereto as Exhibit D.

Part 2: School Operation

2.1 **Mission Statement**

The Charter School's Mission Statement shall be as presented in the Charter Application. Any change to that Mission Statement shall be a material amendment to this Charter.

2.2 **Purpose**

The Charter School is intended to operate consistent with the terms of this Charter and applicable law; be governed and managed in a financially prudent manner, and; provide an educational program that promotes student achievement of the outcomes set forth in this Charter.

2.3 **Age; Grade Range; Number of Students**

2.3.1 **Enrollment projections for the Charter School**

The Charter School shall provide instructions to pupils in such grades and numbers in each year of operation under the Charter as described below.

CHARTER YEAR	ACADEMIC YEAR	GRADES SERVED	PROJECTED NO. OF STUDENTS
Year 1	2015-16	7-12	270
Year 2	2016-17	7-12	360
Year 3	2017-18	7-12	390*
Year 4	2018-19	7-12	390*
Year 5	2019-20	7-12	390*

*See Page 6 Section 2.3.4

- 2.3.2 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not contemplated in this Charter Application shall be Material Amendments to the terms of this Charter and shall require prior written authorization from the Commission as described in Section 6.10.
- 2.3.3 Opening enrollment of the school shall be no more than 270 students +/- 10%
- 2.3.4 The Charter School may enroll more than 390 students in years 3-5 by seeking approval from the Commission.
- 2.3.5 Commencing or continuing instruction where the total number of students enrolled is less than 243 shall be a Material Amendment to the terms of this Charter and shall require prior written approval from the Commission as described in Section 6.10.
- 2.3.6 The Commission's approval of increases or decreases in student enrollment will be based on the Charter School's ability to demonstrate that such material changes in enrollment will not compromise the fiscal and educational integrity of the Charter School.
- 2.4 **Student Recruitment, Admission and Enrollment**
- 2.4.1 Initial enrollment in the Charter School shall be conducted in accordance with the Pre-Opening Requirements.
- 2.4.2 The Charter School must give public notice that it has openings for student enrollment at least 30 days before the enrollment application deadline in the manner required by the Department of Education's Public Charter Schools regulation ("Chapter 140"). In addition, during recruitment, the Charter School shall identify and provide contact information for other virtual or blended school alternatives authorized by the Commission.
- 2.4.3 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, ethnicity, national origin, religion, gender, sexual orientation, income level, disabling condition, proficiency in the English language, or academic or athletic ability.
- 2.4.4 The Charter School shall adhere to the following admissions and enrollment requirements: If capacity is insufficient to enroll all students who submit a timely

declaration of intent, the Charter School shall implement a random admissions policy as presented in the Charter Application or otherwise approved by the Commission subject to the exceptions presented in the following subsection.

2.4.5 Notwithstanding any statement to the contrary in the Charter Application, if the total number of students who submit a timely declaration of intent exceeds the maximum number of available seats as described in Section 2.3 above, the Charter School must offer enrollment to all grade 7-9 students first, then grade 10 students, then grade 11, then grade 12.

2.4.6 The Charter School must maintain a single cohort class for each academic year, subject to attrition and subsequent individual enrollments. The school may not advertise, recruit for, or offer rolling enrollment/admission.

2.5 **Admissions and Enrollment Preferences**

2.5.1 The Charter School may establish Admissions and Enrollment Preferences consistent with this part provided that such preferences must be clearly presented in the Charter Application or must be otherwise approved in writing by the Commission.

2.5.2 The Charter School shall give enrollment preference to pupils enrolled in the Charter School the previous school year and to siblings of pupils already enrolled in the Charter School.

2.5.3 The Charter School may give preference for admission to children of members of the School's founders, governing board members, and full time employees, as long as they constitute no more than 10% of the School's total population.

2.6 **Attendance**

2.6.1 The Charter School shall maintain contemporaneous records to document ongoing student attendance, and shall make such records available for inspection at the Commission's request, including for the annual audit.

2.6.2 Pursuant to 20-A M.R.S. § 2408(2)(C), the records described above must include a verification by the parent **and/or learning coach** of each student of the number of hours of educational activities completed by the student at the end of each school year.

2.7 Student Conduct and Discipline

- 2.7.1 The Charter School shall adopt and adhere to a student Discipline Policy. Adoption of a satisfactory policy shall be a pre-condition of opening consistent with the Pre-Opening Plan.
- 2.7.2 The Charter School shall comply with all applicable state and federal laws related to student discipline, including due process provisions, and shall comply with the student suspension and expulsion procedures in the Charter Application.
- 2.7.3 Discipline of students with disabilities shall comply with Maine’s Unified Special Education Regulation (“Chapter 101”).

2.8 Performance Expectations

- 2.8.1 Evaluation of the Charter School’s performance shall be based on adherence to applicable state and federal law and regulation and achievement on the Performance Indicators.
- 2.8.2 Before the end of the first year of the Charter School’s operation, the Commission shall – based on state accountability systems, the Commission’s performance expectations, and the educational goals and objectives set out in the Charter Application – review the Performance Indicators with the Charter School in a public meeting and revise them as appropriate. The revision shall constitute a Material Amendment to this Charter pursuant to Section 6.10.
- 2.8.3 During the review described above, the Commission shall provide the Charter School a reasonable opportunity to incorporate school-specific performance measures in the Performance Indicators provided that any such measures shall be demonstrably related to the School’s mission and shall meet the Commission’s expectations for rigor, validity and reliability.

2.9 Governance

- 2.9.1 The Governing Board of the Charter School is responsible for complying with and carrying out the provisions of this Charter, including compliance with applicable law and regulation and all reporting requirements.
- 2.9.2 The Charter School’s Governing Board shall operate in accordance with the bylaws contained in the Charter Application.

2.10 Equal Employment Opportunity

During the performance of this Charter, the Charter School agrees as follows:

- 2.10.1 The Charter School shall not discriminate against any employee or applicant for employment relating to this Charter because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The School shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The School agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- 2.10.2 The Charter School shall, in all solicitations or advertising for employees placed by or on behalf of the School relating to this Charter, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

- 2.10.3 The Charter School shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Charter a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the School's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 2.10.4 The Charter School shall inform the Commission of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against the School by any individual as well as any lawsuit regarding alleged discriminatory practice.

2.10.5 The Charter School shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

2.10.6 Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

2.10.7 The Charter School shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Charter so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2.11 Employee Certification

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

2.12 Criminal History Review

2.12.1 Any person directly or indirectly employed by the Charter School (including, to the extent required by applicable law, an individual who is a contractor or subcontractor who performs work at the Charter School) must comply with 20-A M.R.S. § 6103.

2.12.2 No member of the Governing Board or person employed or otherwise associated with the Charter School who has been convicted of or has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Charter School funds unless approved in writing in advance by the Commission.

2.13 Student Welfare and Safety

The Charter School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

2.14 **Religious Practices**

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

2.15 **Service Agreements and Partnerships**

2.15.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into contracts or other agreements with a school administrative unit, community partnership, state agency, or other entity for services related to the operation of the School.

2.15.2 The terms of such contracts for services shall be negotiated between the School and the local school board or other entity.

2.15.3 Such contracts for services shall, at all times, be subject to the requirements of this Charter.

2.16 **Transportation**

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

2.17 **Public Records and Public Meetings**

2.17.1 Records of the Charter School shall be considered public records pursuant to Maine's Freedom of Access Act, 1 M.R.S. 401 *et.seq.*, (the "Act") and shall be made available for public inspection and copying pursuant to the Act.

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

2.17.3 Meetings of the Charter School's Governing Board shall constitute public meetings and must comply with all applicable provisions of the Act.

Part 3: Educational Program

3.1 School Year

The school year shall begin on July 1st and end on June 30th. For every school year, the specific days on which school will be held during the year will be determined by the school calendar established pursuant to Section 3.2.

3.2 Instructional Days

The Charter School shall provide a minimum of 175 instructional days in each school year in accordance with the program described in the Charter Application.

3.3 Educational Program and Curriculum

3.3.1 The Charter School shall implement an educational program and curriculum of online courses that meets or exceeds state standards consistent with the program and curriculum presented in the Charter Application, which includes the following:

- frequent, ongoing monitoring to ensure and verify that each student is participating in the Charter School's program, including synchronous contact between teachers and students, and teachers and parents **and/or learning coaches** to ensure and verify student participation and learning; and
- Regular instructional opportunities in real time that are directly related to the Charter School's curricular objectives, including, but not limited to, meetings with teachers and educational field trips and outings.

3.3.2 The Charter School may revise and amend the educational program and curriculum at its discretion and without requiring approval from the Commission or amendment to this Charter provided that such revisions or amendments do not indicate a material change to the school's mission, its compliance with the requirements of 3.3.1 above, or its student performance standards.

3.3.3 Any material changes to the educational program and/or curriculum shall constitute Material Amendments to this Charter.

3.3.5 The Charter School shall comply with the high school diploma standards contained in 20-A M.R.S. § 4722-A.

3.4 Assessment of Student Performance

3.4.1 The Charter School shall implement the plan for assessment of student performance contained in the Charter Application, including verification of ongoing student progress and performance in each course as documented by ongoing assessments and examples of student coursework, and administration to all students in a proctored setting all applicable assessments required by the State.

3.4.2 The Charter School shall certify annually that students have participated in the state assessment program.

3.4.3 The Charter School shall deliver the NWEA twice per year in a proctored setting approved in advance by the Commission.

3.5 Special Education

3.5.1 The Charter School shall ensure that the needs of children with disabilities are met in compliance with all applicable federal and state laws.

3.5.2 The Charter School shall be designated a local education agency (LEA) for purposes of meeting special education requirements pursuant to the Individuals with Disabilities Education Act (IDEA). As such, the Charter School shall comply with all requirements of Maine's Unified Special Education Regulation ("Chapter 101") applicable to school administrative units.

3.5.3 Prior to opening, the Charter School shall obtain special education program approval from the MDOE. If the Charter School is unable to obtain program approval within the time period contained in the Pre-Opening Requirements, the Charter School must notify the Commission and secure the services of an approved special education program to oversee the provision of special education and related services at the School until program approval is achieved by the Charter School.

3.5.4 The Charter School shall participate in all MDOE-required monitoring activities, and submit all data and information deemed necessary by the MDOE in order to fulfill its general supervisory authority over special education in a timely manner.

3.5.5 The Charter School shall immediately notify the Commission if it is the subject of a request for an administrative 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.

3.5.6 The Charter School may provide special education and related services pursuant to a contract with a school district or any other approved provider of such services.

3.5.7 The Special Education Director must be an employee of the Governing Board hired and supervised by the CEO.

3.6 **English Language Learners**

The Charter School shall be responsible for meeting the needs of English language learners in compliance with state and federal law.

3.7 **School Records and Reporting**

The Charter School shall comply with applicable federal and state laws and regulations for maintenance and transmittal of school records including as provided for under section 20-A M.R.S. §§ 6001, 6001-A and 6001-B, and the Family Educational Rights and Privacy Act (FERPA).

Part 3A: Contract with Educational Service Provider

3A.1 The Charter School may enter into a contract with K12 Virtual Schools LLC (the “ESP”) for the services described in the Charter Application, subject to the following requirements:

3A.1.1 The contract must not contain an exclusivity provision.

3A.1.2 The contract must include a provision that states that the contract may be terminated at the sole discretion of the Charter School, for any or no reason, with reasonable notice (not to exceed 120 days) to the ESP.

3A.1.3 The contract must include a provision that states that any ESP employee shall be removed from servicing the Charter School pursuant to the contract at the request of the Charter School for any or no reason within 60 days of the request.

3A.1.4 The contract must provide that the Program Manager will work full-time in Maine and must dedicate substantially all of his or her time to the Charter School.

- 3A.1.5 The contract must provide for a pro-rata refund to the Charter School from the ESP if the student withdraws at any point during the school year.
- 3A.1.6 The contract must ensure that any contract that the ESP enters into with its recruiters cannot contain compensation based on capitation fees or bonuses, or similar financial incentives, based on the number of students who enroll in the Charter School.
- 3A.2 The Governing Board may not enter into any contracts with an educational service provider other than the contract with the ESP identified above without prior approval from the Commission.
- 3A.3 Prior to opening, the Charter School shall develop a plan acceptable to the Commission to address the transition of the school program and students in the event of a failure of the ESP or termination of the ESP's contract.

Part 4: Charter School Finance

4.1 Fiscal Year

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

4.2 School Funding

- 4.2.1 Only students enrolled as full-time students in the Charter School may be reported to the Department and the school administrative unit where the student resides for purposes of receiving local, state, and federal funds.
- 4.2.2 The Charter School shall collect from each school administrative unit having one or more resident pupils attending the Charter School the amount of state and local funds set forth in Chapter 140.
- 4.2.3 In addition to the funds identified in the foregoing subsection, the Charter School is eligible to receive, and shall collect as appropriate, federal entitlement and grant funds from the Maine Department of Education.
- 4.2.4 If fiscally prudent, the Charter School shall give preference to purchasing all goods and services from businesses located in the State of Maine.

4.2.5 The Charter School shall maintain an annual budget reserve, line of credit, or similar credit facility to hire additional staff or procure necessary resources at any point during the school year.

4.3 **Tuition and Fees**

4.3.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment.

4.3.2 The Charter School shall not impose any fees that a school administrative unit would be prohibited from imposing.

4.3.3 The Charter School shall comply with 20-A M.R.S. § 4002(2). No student shall be denied enrollment because of the inability or unwillingness of the student or the student's family to provide their own IT equipment and internet access. Such equipment and access must be provided at no cost by the Charter School upon request.

4.4 **Debt**

4.4.1 The Charter School is authorized to incur debt in anticipation of receipt of funds including borrowing to finance facilities and other capital items provided that such incursion of debt or borrowing includes a satisfactory plan for repayment.

4.4.2 The Charter School must repay any "start up" loan, advance, or similar form of indebtedness from the ESP so that there is no debt owed to the ESP after the third year of operation (*i.e.* June 30, 2018) other than ordinary trade credit.

4.4.3 Any incursion of debt or borrowing other than ordinary trade credit shall constitute a Material Amendment to this charter requiring prior Commission approval based on the Charter School's demonstration of a satisfactory plan for repayment.

4.5 **Grants, Gifts and Donations**

Nothing in this Charter shall be interpreted to prevent the governing board of the Charter School from accepting grants, gifts or donations of any kind and to expend or use such grants, gifts or donations provided that any such grants, gifts or donations not be subject to a condition that is contrary to this Charter or any applicable law.

4.6 Financial Accounting and Reporting

4.6.1 The Charter School shall comply with the reporting requirements in Chapter 140.

4.6.2 The Charter School shall timely submit to the Commission all accounting and reporting in accordance with the Monitoring Plan attached hereto as Exhibit E (the “Monitoring Plan”).

4.6.3 All required Charter School accounting and reports shall be submitted to the Commission in a format compatible with Generally Accepted Accounting Principles (“GAAP”).

4.7 Financial Audit

The Charter School shall conduct an annual Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the “Financial Audit”). It shall be presented to both the Commission and the Commissioner and comply with 20-A M.R.S. § 2412-A.

4.7.4 The cost of the Financial Audit shall be borne by the Charter School.

4.8 Financial Records

The Charter School shall maintain all books, documents, payrolls, papers, accounting records and all other evidence pertaining to this agreement for the duration of this Charter and for seven (7) years after the conclusion of the end of the fiscal year to which they pertain. All records of the Charter School are subject to inspection and production as required for fulfillment of the Commission’s oversight duties. The Charter School shall make records available to authorized representatives of the Maine Department of Education or the United States Department of Education as required by applicable state and federal laws. If the Charter is revoked, non-renewed or surrendered, or the Charter School otherwise ceases operations, the School shall manage all financial records consistent with the Closure Plan.

4.9 Assets and Funds

4.9.1 The Charter School shall maintain a complete and current inventory of all school property and shall update the inventory annually.

- 4.9.2 Any assets acquired by the Charter School are the property of the School for the duration of the Charter and any subsequent renewals.
- 4.9.3 The Charter School shall take reasonable precautions to safeguard assets acquired with public funds.
- 4.9.4 If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate, any funds remaining after satisfaction of outstanding obligations to employees and creditors must be paid to the Treasurer of the State of Maine for a public purpose to the extent required by 20-A M.R.S. § 2411(8) or its successor.
- 4.9.5 If the Charter is revoked, non-renewed or surrendered, or the School otherwise ceases to operate, any remaining private funds shall be disposed of consistent with Maine nonprofit organization law provided that the School must maintain records demonstrating that such funds are not public funds.
- 4.9.6 The Charter School shall manage all assets consistent with the requirements of the Closure Plan contained in the Charter Application.
- 4.9.7 If the Charter School's records fail to establish clearly whether an asset was acquired with use of public funds, the assets shall be deemed to be public assets.

4.10 **Insurance and Surety**

The Charter School shall maintain, at its sole cost and expense, insurance policies as described below as well as surety bonding for the chief financial officer of the School. The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Commission by the date(s) set out in the Pre-Opening Requirements and shall provide updated copies annually prior to the first day of school.

4.11 **Coverage Minimums**

For purposes of the foregoing insurance requirements, the following coverage shall be deemed adequate. The School may purchase any additional insurance it deems appropriate.

- 4.11.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School's employees, and employer's liability insurance with a minimum limit of \$ 1,000,000.
- 4.11.2 Comprehensive General Liability insurance endorsed to include products and professional liability, with a minimum combined single limit of \$ 1,000,000 each occurrence, and an annual aggregate limit of \$ 2,000,000. Umbrella policy?
- 4.11.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 each occurrence with respect to the School's owned, hired or non-owned vehicles assigned to or used in performance of programs or services offered by the Charter School.
- 4.11.4 Property insurance for buildings used by the Charter School to fulfill the purposes of this Charter and any contents acquired by the School with public funds. The insurance obtained by the School shall name the Commission as a loss payee with respect to all property acquired with public funds.
- 4.11.6 "The school shall maintain a crime policy with limits of at least \$250,000 to protect against financial misconduct by the chief financial officer and other employees responsible for managing funds."
- 4.11.7 Any and all policies of insurance maintained by the Charter School pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by the Commission and/or their respective officers, agents, employees and representatives.

4.12 **Commission Expenses**

The Commission shall be entitled to receive from the Charter School three percent (3%) of the annual per-pupil allocation received by the Charter School pursuant to 20-A M.R.S. § 2413(2) to cover the cost of overseeing the Charter School.

4.13 **Role of the CEO**

The CEO of the Charter School, under the direction and control of the Governing Board, is responsible for *overseeing* the day-to-day operation of the Charter School. The CEO shall be responsible for: assisting the Governing Board with the development of the School's budget, *overseeing* the payment of all invoices, and *overseeing* payroll and benefit administration.

Part 5: Commission-Charter School Relationship

5.1 Monitoring Plan

- 5.1.1 The Commission shall base evaluation of the Charter School on the academic and operational Performance Indicators in accordance with the Monitoring Plan.
- 5.1.2 To the extent that the Performance Indicators include school-specific performance goals, the Monitoring Plan shall apply to those goals to the extent such goals meet the Commission's expectations for rigor, validity and reliability.
- 5.1.3 The Commission shall evaluate the Charter School at least annually consistent with the standards and measures set out in the Monitoring Plan.

5.2 Oversight

- 5.2.1 The Commission shall have broad oversight over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter and applicable law. The Commission's oversight of the Charter School shall include the following activities:
- 5.2.2 Approval of pre-opening, monitoring, intervention, revocation, renewal, and closure processes and procedures for the Charter School;
- 5.2.3 Monitoring the performance and compliance of the Charter School within the terms of this Charter and applicable laws, policies and regulations;
- 5.2.4 Ensuring Charter School compliance with all reporting requirements;
- 5.2.5 Monitoring the educational, legal, fiscal and organizational condition of the Charter School; and
- 5.2.6 Providing guidance to the Charter School on compliance and other operational matters.

5.3 Additional Monitoring and Oversight Activities

- 5.3.1 The Charter 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.

5.3.2 The Charter School shall hire an independent third party to conduct an annual survey of enrolled students and their parents. The purpose of the survey is to assess satisfaction with the educational program, performance of the ESP, and any other issues the Board believes merit inclusion. The information from the survey 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.

5.3.3 Beginning in the second operating year, the Charter School shall hire an 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 individual or entity hired to perform this evaluation may be the same individual or entity hired to conduct the annual survey described above in Section 5.3.2, and the information obtained from the survey may, at the discretion of the independent third party, be used as part of the evaluation. The evaluation report shall be provided to the Commission; 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.

5.3.4 The Charter School shall report to the Commission at the end of each academic year on the CEO's effectiveness to supervise the CFO, the Program Manager and staff, manage the ESP, and serve as head-of-school with respect to the students and parents.

5.4 **Intervention**

5.4.1 Consistent with the oversight practices set out in the Monitoring Plan, the Commission shall follow a progressive system of notification and calls for corrective action on the part of the Charter School in the following areas:

- 5.5.2 Failure to meet academic performance standards as set forth in this Charter and the Performance Indicators;
- 5.5.3 Failure to meet generally accepted standards of fiscal management;
- 5.5.4 Failure to provide information necessary to confirm compliance with all provisions of the charter within forty-five (45) days following receipt of written notice requesting such information; and
- 5.5.5 Violation(s) of law.
- 5.5.6 If the progressive system of notification and calls for corrective action fails to result in satisfactory performance, the Commission shall revoke this Charter and close the School.

5.6 Emergency Intervention

In situations where the Commission reasonably determines that there is an immediate, serious threat to student health, safety or welfare, the Commission may bypass the progressive system of notification and calls for corrective action and demand immediate action by the Charter School to address the problem. Failure to correct the problem to the reasonable satisfaction of the Commission within the time frame established by the Commission shall result in closure of the School and termination of this Charter.

5.7 Reporting and Inspection

- 5.7.1 All records established and maintained in accordance with the provisions of this Charter, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Commission or its designees.
- 5.7.2 The Charter School shall grant the Commission access to student data collected by the Department of Education and available through MEDMS.
- 5.7.3 Upon request, the Charter School shall report and/or make available to the Commission any information necessary to confirm ongoing compliance with this Charter, including but not limited to cumulative files and/or student records. Student records may include but are not limited to emergency contact information, health and immunization data, class schedules, attendance summaries, disciplinary

actions and academic performance standardized assessment results and documentation required pursuant to state and federal law.

5.7.4 Access shall include the authority to review and copy documents.

5.7.5 Except as otherwise provided in this Charter, the Commission shall use such information exclusively for fulfillment of its oversight responsibilities or for compliance with the law and shall not use student information acquired from the Charter School for any other purpose. The Commission shall maintain the confidentiality of student records and personally identifiable information in accordance with FERPA and may not redisclose this information without parental consent unless expressly authorized by law.

5.7.6 The Commission shall provide the Charter School reasonable notice and, to the extent feasible, a schedule of regular reporting requirements.

5.7.7 The Commission shall endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, limiting requests to what is reasonably required for the Commission to fulfill its duties for oversight, accountability and reporting, and avoiding duplicative requests by accessing data collected by the Department of Education through MEDMS.

5.7.8 All inspections of records shall be conducted during regular business hours and scheduled so as to avoid unnecessary inconvenience or disruption of the operation of the Charter School, except in the case of an emergency.

5.8 **Site Visits**

The Commission may, at its discretion, conduct announced or unannounced Site Visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of the Commission's oversight responsibilities including, but not limited to, inspection of the Facilities; inspection of records maintained by the Charter School; interviews and observations of the principal, governing board, staff, school families, and community members, and/or observation of classroom instruction.

5.9 **Complaints**

5.9.1 Any complaints or concerns received by the Commission about the Charter School or its operation, including but not limited to complaints filed with the Office for

Civil Rights, Maine Human Rights Commission and Equal Employment Opportunity Commission, shall be forwarded promptly by the Commission to the Charter School.

5.9.2 The Charter School shall promptly forward to the Commission any formal complaints or concerns received by the Charter School including but not limited to complaints filed with the Office for Civil Rights, Maine Human Rights Commission, and Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Governing Board of the Charter School.

5.9.3 To the extent that concerns or complaints received by the Commission about the Charter School may trigger Commission intervention, including revocation or non-renewal of the Charter, the Commission may monitor the Charter School's handling of such concerns or complaints. In such cases, the Commission may request and the Charter School shall provide information regarding the School's actions in responding to those concerns or complaints. The Commission may elect to delay intervention until another state or federal investigation is completed and may accelerate the level of intervention based on the conclusions of the state or federal investigation.

5.10 **Dispute Resolution**

In the event of a dispute between the Charter School and the Commission regarding the terms of this Charter or any other issue regarding the relationship between the Charter School and the Commission, the Parties agree to implement the following Dispute Resolution Plan in good faith.

5.10.1 Each Party agrees to notify the other, in writing, of the specific disputed issue(s).

5.10.2 Within thirty (30) days of sending written correspondence, or longer if both parties agree, the Charter School Representative and the Commission Representative, or their designees, shall confer in a good faith effort to resolve the dispute.

5.10.3 If the dispute has not been resolved following efforts to confer, the parties agree to identify a neutral, third-party mediator to assist in dispute resolution. The format of the third-party mediation process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Mediation costs shall be shared equally between the Charter School and the Commission. The finding(s) or recommendation(s) of any mediator

shall be non-binding unless the governing authorities of the School and the Commission agree jointly in writing to bind themselves.

- 5.10.4 In the event that neither the mediation process nor other good faith efforts achieve resolution of the dispute, the Charter School may exercise any legal rights and pursue any legal remedies that are available under applicable law.
- 5.10.5 In the event that neither mediation process nor other good faith efforts achieve resolution of the dispute, the Commission may take any action it deems appropriate, consistent with its duty to ensure that the Charter School is in material compliance with this Charter and applicable law. Nothing in this section be construed to abridge or any way limit the Commission's authority to revoke a Charter, nor the right of the Charter School to petition for judicial review of any final action of the Commission affecting the Charter or the autonomous operation of the Charter School.
- 5.11 **Notification**
 - 5.11.1 The Charter School shall immediately notify the Commission of any significant action or event that affects the ability of the Charter School to comply with applicable law or regulation or this Charter.
 - 5.11.2 The Charter School shall immediately notify the Commission of the arrest of or charge against of any member of the Charter School's governing board or of a Charter School employee for a crime punishable as a felony, related to the misappropriation of funds or theft, or where one or more of the alleged victims is twenty years of age or under, or of the investigation of any member of the Charter School's governing board or of any Charter School employee for child abuse or neglect.
 - 5.11.3 The Charter School shall notify the Commission immediately of any change in its corporate status with the Maine Secretary of State's Office.
 - 5.11.4 The Charter School shall notify the Commission immediately of a default on any obligation, which shall include debts for which payments are past due for sixty (60) days or more.

Part 6: General Provisions

6.1 Entire Agreement

This Charter, including all exhibits, contains the entire agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein. All prior representations, understanding and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The parties recognize that amendments to this Charter may be approved from time to time hereafter.

6.2 Integration

Insofar as practicable all terms of Exhibits B through E to this Charter shall be interpreted in such a way as to be consistent at all times with the body of the Charter. While 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 E.

6.3 Notice

Any notice or notification required or permitted under this Charter shall be in writing and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment or receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School:

Amy Carlisle, Board President
149 Falmouth Road
Falmouth ME 04105

In the case of the Commission:

Shelley Reed, Chair
Maine Charter School Commission
182 State House Station
Augusta, ME 04333-0182

6.4 Indemnification and Disclaimer of Liability

6.4.1 The Parties acknowledge that the Charter School is not acting as the agent of, or under the direction and control of the Commission, and that the Commission does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.

6.4.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Commission to any third party. The Charter School shall clearly indicate to contractors, vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the Commission.

6.4.3 The Charter School shall defend, indemnify, and hold harmless the Commission, and its officers, directors, agents and employees from any and all claims, costs, demands, expenses, injuries, liabilities, losses, proceedings, suits and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Commission on account of any action of the Charter School, its employees, agents contractors or assigns. In no event shall the Charter School have an obligation to indemnify for such portion of any claims arising out of or resulting from (i) the Commission's negligence or unlawful act or omission, or (ii) action by the Charter School taken in reasonable reliance upon an instruction or direction given by a person acting on behalf of the Commission in material compliance with this Agreement. The provisions or limits of insurance required under this Charter shall not limit the liability of the Charter School.

6.4.4 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee or agent of the Commission.

6.4.5 The Commission shall not be liable for the debts or financial obligations of the Charter School.

6.5 Waiver

No waiver shall be deemed to have been made by either party unless expressed in writing and signed by the waiving party. The Parties expressly agree that they shall

not assert in any action relating to the Charter that any implied waiver occurred between the parties that was not expressed in writing. The failure of either party to insist in any one or more instances on strict performance of any terms or conditions of this Charter shall not constitute a waiver or relinquishment for the future of that term or condition, but the same shall continue in full forces and effect, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it. No waiver by either party of any one or more of its rights and remedies under the Charter shall be deemed to be a waiver of any prior or subsequent rights or remedies under the Charter or at law.

6.6 Assignment

No right or interest in this Charter may be assigned by anyone on behalf of the Charter School without prior written approval of the Commission and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Commission, which approval may be given or withheld at the sole discretion of the Commission. A violation of this provision shall constitute a breach and shall be grounds for the immediate revocation of the Charter. No assignment or delegation or any contractual duty shall in any case release the Charter School of its liability under this Charter.

6.7 Governing Law

This Charter shall be governed by and construed in all respects in accordance with the laws, statutes and regulations of the United States of America and the State of Maine. Any legal proceedings against the Commission regarding this Charter shall be brought in State of Maine administrative or judicial forums. The Charter School consents to personal jurisdiction in the State of Maine.

6.7.1 The Parties intend that where this Charter references federal or state laws or regulations, that they be bound by any amendments to such laws or regulations upon the effective date of such amendments. The Parties agree that if new federal or state laws or regulations are enacted that apply to charter schools; they shall amend this Charter to the extent necessary to comply with those laws and regulations.

6.7.2 The Charter School shall comply with all federal and state laws and regulations that are applicable to charter schools unless the School has expressly received a waiver from such laws and regulations by an individual authorized by law or regulation to

grant such a waiver. The Charter School shall conform, in all respects and at all times, with the educational standards contained in this Charter.

6.8 Severability

The provisions of this Charter are severable. The invalidity or unenforceability of any particular provision or part thereof of this Charter shall not affect the remainder of said provision or any other provisions, and this Charter shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted, provided that if the invalid or unenforceable provisions affects compensation to the Charter School, this Charter shall be equitably adjusted and modified accordingly.

6.9 Third Party Beneficiary

The enforcement of the terms and conditions of this Charter, and all rights of action relating to such enforcement, shall be strictly reserved to the Commission and the Charter School. Nothing contained in this Charter shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Charter that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.10 Material Amendment

6.10.1 A Material Amendment to this Charter shall be effective only with written approval of both the Commission and the Charter School.

6.10.2 Material Amendments to this Charter, include, but are not limited to the following:

6.10.2.1 Changes in legal status, ownership, governance, or senior management, including the structure of the governing board and its membership;

6.10.2.2 Changes to the mission statement;

6.10.2.3 Variances in actual enrollment that exceed or fall short of the standards prescribed in Section 2.3;

6.10.2.4 Changes in grade levels served;

6.10.2.5 Changes in the location of the Facilities;

- 6.10.2.6 Changes in the school calendar resulting in the number of days of instruction falling below the minimum provided in Section 3.2 hereof;
- 6.10.2.7 Changes in admissions or enrollment preferences or procedures;
- 6.10.2.8 Change in, or addition of, an educational service provider; and
- 6.10.2.9 Substantial changes to the educational program with respect either to content or method.
- 6.10.3 The Charter School shall submit all proposed Material Amendments in writing to the Commission for consideration. The Commission shall respond to the Charter School in a time and manner consistent with good faith negotiation and with avoidance of disruption to the operations or financial viability of the Charter School.
- 6.11 **Non-Material Amendment**
 - 6.11.1 A Non-Material Amendment to this Charter may be effective by the Charter School through written notification to the Commission.
 - 6.11.2 Non-Material Amendments to this Charter include, but are not limited to, the following:
 - 6.11.2.1 Amendments to the Charter School's bylaws;
 - 6.11.2.2 Revisions and/or amendments to the instructional methods or curriculum that do not affect the School's mission or pupil performance standards;
 - 6.11.2.3 Changes to the mailing address, telephone, and/or fax number of the Charter School provided that such changes do not constitute a change to the location of the Facilities; and
 - 6.11.2.4 Changes to the individual identified by the Charter School in Section 6.3 above.
 - 6.11.3 The Commission may change the individual identified by the Commission in Section 6.3 above through written notification to the Charter School.
 - 6.11.4 A Non-Material Amendment shall take effect immediately.

6.11.5 Not more than sixty (60) days after receipt of notification of an amendment made by the Charter School under Section 6.11.1, the Commission may object in writing to a Non-Material Amendment on the basis that the proposed change constitutes a Material Amendment.

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

MAINE CHARTER SCHOOL COMMISSION

By:


Shelley Reed, Chairperson

MAINE LEARNING INNOVATIONS, INC.

By:


AMY CHARISLE, Chairperson

Exhibit C

Tab 22 - Required Elements Pre-Opening Plan

School Name: **Maine Virtual Academy**

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
Governance	Board Recruitment	Founders	Prior to Contract	February 7, 2012
	Articles of Incorporation and Nonprofit filings	Founders and Governing Board	Prior to Contract	Articles/ME NPO-5.25.12 501(c)(3)-11.29.13
	By-laws	Founders and Governing Board	Prior to Contract	April 2012
	Organizational Chart	Founders and Governing Board	Prior to Contract	8.25.14 Draft
	Organizational Policies and Procedures	Founders and Governing Board	By June 1	
	Staff Handbook	Governing Board/CEO	30 days post CEO hire	8.25.14 Draft
Enrollment	Enrollment Policy and Enrollment Plan	Governing Board	By April 1	8.25.14 Draft
	Required min/max enrollments	Governing Board	On contract date	
	Application process for admission	Governing Board/CEO	By April 1	8.25.14 Draft
	Assessment of student interest	CEO/Registrar	Ongoing	NA
	Admissions and Lottery procedures	CEO/Registrar	By April 1	8.25.14 Draft

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
Enrollment continued	Admissions Notification and/or Lottery Deadline	CEO/Registrar	Prior to April 1 st of school year	
	Admissions Acceptance Decisions	CEO/Registrar	Prior to April 1 st of the school year	
	File Pre-enrollment Report to SAU's	CEO/Registrar	April 1 of the school year	
Staff Recruitment and Hiring	Recruitment Procedures for CEO and Key Admin. (Chief Finance Officer (CFO), others)	Governing Board / CEO/Education Service Provider	Prior to contract	8.25.14 Draft
	Hiring of CEO and Key Admin. (CFO, others)	Governing Board/ CEO/Education Service Provider	On contract date	
	Professional Instructional Staff (FT and PT Regular Teachers, Special Ed., ELL Teachers); background checks completed	Education Service Provider/CEO	90-30 days prior to start of school year	
	Paraprofessionals	NA	NA	NA

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
Staff Recruitment and Hiring continued	Clerical Staff	Education Service Provider	June 1	
	Substitute Teachers	NA	NA	NA
	Initial Professional Development and Staff Orientation	CEO/Education Service Provider	30 days prior to start of school year	
Facilities and Safety	Signed lease for all space as listed in application	Governing Board/ CEO	60 days prior to start of school year	
	All required renovations to meet approved school inspections	Governing Board / CEO	60 days prior to start of school year	
	Certificate of Occupancy	CEO	60 days prior to start of school year	
	Fire and Asbestos Inspections, Lead-paint Assessment	CEO	60 days prior to start of school year	
	Insurance Policies in place	CEO	10 days after contract date	
	Utilities (water and air quality, plumbing, electricity)	CEO	60 days prior to start of school year	
	Capital Equipment and Installation	CEO	30 days prior to start of school year	

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
Facilities and Safety continued	Office Equipment and Installations	CEO	20 days prior to start of school year	
	Emergency Contact Sheet and Safety Plan	CEO	15 days prior to start of school year	8.25.14 Draft
Student Learning	School Calendar and Student Schedule	CEO	On contract date	8.25.14 Draft
	Code of Conduct	CEO	30 days post CEO hire	8.25.14 Draft
	Special Services and Special Education Policy	CEO/Special Education Manager	60 days post CEO hire	8.25.14 Draft
	DOE has reviewed the Special Student Population section of the Application: <u>"Name of Applicant's"</u> application contains all required elements."	Dept. of Education Special Education Department/ CEO/Special Education Manager	Submitted with Rubric by DOE SPED.	
	If applicable, Title 1 plan approved by DOE.	CEO/Special Education Manager	30 days prior to start of school year	
	ELL plan approved by DOE.			

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
	Qualification of Staff Certification of School Personnel List of all SPED Staff to include S.S. Numbers and applicable licensure.	CEO/Special Education Manager	Submit to ME Dept. of Ed Special Education 30 days prior to start of school	
Student Learning continued	Adequacy of Special Education Services: Grid of special education service time provided to all students enrolled. This includes specially designed instruction, consultation, all related services, provider license or certification number and amount of time for each service and provider.	CEO/Special Education Manager	Submit to ME Dept. of Ed Special Education 14 days prior to start of school	
Finance and Financial Services	Operating Budget - final pre-opening revisions	Governing Board / CEO/CFO	45 days prior to school opening	
	Cash-flow Projections	CEO/CFO	On approval of application	8.25.14 Draft
	Fiscal Policies and Procedures Manual	CEO/CFO	30 days post CFO hire	8.25.14 Draft
	Financial accounting system compatible with MEDIMS	Governing Board / CEO	On signing of contract	
	Grants / Entitlements (State and Federal)	CEO/CFO	Ongoing	
	Other Grants	Board/CEO/CFO	Ongoing	
	Misc. Funds / Fundraising Plan	Board/CEO/CFO	Ongoing	
	Audit Timeline	Governing Board/ CEO/CFO	30 days post CFO hire	

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
Technology	Hardware installed and set-up	Education Service Provider	30 days before opening of school	
	Software installed and set-up	Education Service Provider	20 days before opening of school	
	Student/Staff IT Policy and Procedures in place	CEO/Education Service Provider	30 days post CEO hire	
Curriculum and Instruction	Curriculum Plan	CEO/Program Manager	30-60 days post CEO hire	8.25.14 Draft
	Instructional Materials purchasing plan	CEO/Program Manager	On signing contract	
	Classroom assignments and set-up	CEO/Program Manager	15 days before opening of school	
Student Services, Records and Reporting System	Attendance, Student Retention Records System	CEO/Program Manager	30 days post CEO hire	
	Academic Performance Information	CEO/Program Manager	30 days post CEO hire	
	Student information system compatible with MEDMS	CEO/Program Manager	30 days post CEO hire	
	Student academic assessment and reporting plan compatible w/MEDMS	CEO/Program Manager	30 days post CEO hire	

Contract Dimension	Task Element	Responsible Party	Required Completion Date	Date Complete
Student Services, Records and Reporting System continued	Transportation Plan and Contract	CEO	60 days prior to school opening	8.25.14 Draft
	Nutrition/Food Service Plan and Contract	NA	NA	NA
	Health and Wellness Plan	CEO/Program Manager	30 days post CEO hire	
Staff Information and Records System	Employment Policies, including performance evaluation criteria and procedures for professional and support staff, compatible w/ MEDMS	Governing Board/ CEO	30 days post CEO hire	
	Professional Development Plan	CEO/Program Manager	30 days post CEO hire	
		Address: P/CSC/RFP TABS – EXHIBITS A-E		

Exhibit B – Tab 9

Performance Measures Maine Virtual Academy

Approved by MCSC 4-7-15
Approved by MVA Board 4-24-15

Indicator and Measure	Target	Documentation to be Provided By School
Student Academic Proficiency: State Assessments Measure 1: Proficiency on State Assessments in reading.	1. Percent of grade 7 students scoring proficient on the ELA portion of the Maine State Assessment will meet or exceed the state average. 2. Percent of grade 8 students scoring proficient on the ELA portion of the Maine State Assessment will meet or exceed the state average. 3. Percent of grade 11 students scoring proficient on the ELA portion of the Maine State Assessment will meet or exceed the state average.	Percent of students at each grade level scoring proficient on the ELA portion of the Maine State Assessment (SBAC) on a yearly basis.
Student Academic Proficiency: State Assessments Measure 2: Proficiency on State Assessments in math.	1. Percent of grade 7 students scoring proficient on the math portion of the Maine State Assessment will meet or exceed the state average. 2. Percent of grade 8 students scoring proficient on the math portion of the Maine State Assessment will meet or exceed the state average. 3. Percent of grade 11 students scoring proficient on the math portion of the Maine State Assessment will meet or exceed the state average.	Percent of students at each grade level scoring proficient on the math portion of the Maine State Assessment (SBAC) on a yearly basis.
Student Academic Proficiency: State Assessments Measure 3: Proficiency on State Assessments in Science.	1. Percent of grade 8 students scoring proficient on the Science portion of the Maine State Assessment will meet or exceed the state average. 2. Percent of grade 11 students scoring proficient on the Science portion of the Maine State Assessment will meet or exceed the state average.	Percent of students at each grade level scoring proficient on the Science portion of the Maine State Assessment on a yearly basis.
Student Academic Proficiency: School Selected Assessments Measure 1: Proficiency on school selected standardized test in reading. (NWEA)	Year 1: Establish baseline using NWEA Reading Assessment for each grade level 7-12. Years 2-5: At the end of year one, the school and the Commission will establish targets for the remainder of the contract.	Percent of students in each grade 7-12 scoring in the average to above average RIT band in reading on the NWEA.
Student Academic Proficiency: School Selected Assessments Measure 2: Proficiency on school selected standardized test in math. (NWEA)	Year 1: Establish baseline using NWEA Math Assessment for each grade level 7-12. Years 2-5: At the end of year one, the school and the Commission will establish targets for the remainder of the contract.	Percent of students in each grade 7-12 scoring in the average to above average RIT band in math on the NWEA
Student Academic Proficiency: School Selected Assessments Measure 3: Proficiency on school designed assessment program measuring Maine Learning Results. (OLS)	Year One: Establish baseline for the percent of course enrollments in which students meet the standards for that course. Meeting standard will be defined as mastering 80% or more of the course objectives and will be reported using the OLS system. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of course enrollments in which students are meeting standards disaggregated by grade and course. For example, if the school enrolls 200 students and each student enrolls in 5 courses, the total course enrollment would equal 1000 courses. The school will track the % of course enrollments in which

		students reach mastery.
Student Academic Growth: State Assessments <i>Measure 1: Same cohort growth on State Assessment in ELA</i>	Percent of same cohort students who reach proficiency from 7 th grade to 8 th grade in ELA. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of proficient students at each grade level compared to the proficiency from the year before. The school may also want to report the percentage of students who are continuously enrolled.
Student Academic Growth: State Assessments <i>Measure 2: Same cohort growth on State Assessment in math</i>	Percent of same cohort students who reach proficiency from 7 th grade to 8 th grade in math. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of proficient students at each grade level compared to the proficiency from the year before. (I.e. comparing 2015 7 th graders to 2016 8 th graders.) The school may also want to report the percentage of students who are continuously enrolled.
Student Academic Growth: State Assessments <i>Measure 3: Successive cohort growth on State Assessment in ELA</i>	Percent of successive cohort of students who reach proficiency on the state reading assessment from one year to the next for each grade level tested. (7 th , 8 th , and 11 th) Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of proficient students at each grade level compared to the proficiency from the year before. (I.e. comparing 2015 7 th graders to 2016 8 th graders.)
Student Academic Growth: State Assessments <i>Measure 4: Successive cohort growth on State Assessment in math</i>	Percent of successive cohort of students who reach proficiency on the state math from one year to the next for each grade level tested. (7 th , 8 th , and 11 th) Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of proficient students at each grade level compared to the proficiency of that grade level the year before. (I.e. comparing 2015 7 th graders to 2016 8 th graders.)
Student Academic Growth: State Assessments <i>Measure 4: Successive cohort growth on State Assessment in science.</i>	Percent of successive cohort of students who reach proficiency on the state science assessment from year to the next for each grade level tested. (8 th and 11 th) Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of proficient students at each grade level compared to the proficiency from the year before. (I.E. Comparing 2015 8 th grade to 2016 8 th grade.)
Student Academic Growth: School Selected Assessments <i>Measure 1: Growth on Reading NWEA</i>	Percent of students who meet their individual growth targets with the fall administration of the Reading NWEA establishing the baseline and the spring administration establishing the end point on a yearly basis. Yearly Target: 80% of students will meet their individual growth targets in reading	Percent of students who meet their goal for NWEA growth in Reading, using NWEA targets.
Student Academic Growth <i>Measure 2: Growth on Math NWEA</i>	Percent of students who meet their individual growth targets with the fall administration of the Math NWEA establishing the baseline and the spring	Percent of students who meet their goal for NWEA growth in Math,

	administration establishing the end point on a yearly basis. Yearly Target: 80% of students will meet their individual growth targets in Math enrollment.	using NWEA targets.
Student Academic Growth: School Selected Assessments Measure 3: Meeting Individual Growth Targets on ILP. (OLS)	Yearly Target One: 100% of students will have an ILP within 9 weeks of enrollment. Yearly Target Two: 80% of students will meet the benchmarks established on their ILP's.	The percent of students who have an ILP written within 9 weeks of their enrollment date. The percent of students who meet the benchmarks established on their ILP's.
Achievement Gaps Measure 1: Gaps in proficiency and growth between major student subgroups on Maine State Assessment.	Percent of students in identified subgroups reaching proficiency as measured by the state assessment in grades 7, 8, and 11 in reading. Percent of students in identified subgroups reaching proficiency as measured by the state assessment in grades 7, 8, and 11 in math. Year 1: Establish baseline Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Report of overall proficiency of students belonging to each subgroup in the school in reading and math. The school may consider putting all grade levels together if the numbers in each subgroup are fewer than 10.
Achievement Gaps Measure 2: Gaps in proficiency and growth between major student subgroups on NWEA.	Percent of students in identified subgroups meeting their individual goals as measured on the NWEA in grades 7-12 in reading. Percent of students in identified subgroups meeting their individual goals as measured on the NWEA in grades 7-12 in math. Year 1: Establish baseline Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of students in subgroups meeting their individual goals on the NWEA in reading and math.
Achievement Gaps Measure 3: Gaps in proficiency and growth between major student subgroups meeting individual Growth Targets on their ILP's.	Percent of students in identified subgroups meeting their Individual Growth Targets on their ILP's Year 1: Establish baseline Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of students in subgroups meeting their individual Growth Targets outlined in their ILP's.
Student Attendance Measure 1: Average Daily Attendance Rate	Yearly Target: The Average attendance rate as reported in the MEDMS data system for MEVA will be at or above the state average.	ADA for each grade level on a yearly basis.
Student Enrollment Measure 1: Maintaining student enrollment throughout the year. (I.e. measuring "churn")	Percent of students enrolled on state "count day" who are still enrolled on last day of school. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Report on percent of students enrolled on state "count day" who are still enrolled on last day of school.
Student Enrollment Measure 2: Student re-enrollment from one year to the next	Percent of students enrolled on last day of school indicating an intent to return the following school year. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Percent of student re-enrollment.

Post Secondary Readiness <i>Measure 1: Federal Graduation 4-year Adjusted Cohort Graduation Rate (ACGR)</i>	Target based on the ACGR. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	Baseline data will be collected and graduation rates will be set for years 2-5 based on 4, 5, and 6 year cohorts.
Post Secondary Readiness <i>Measure 2: Enrollment in post-secondary institutions.</i>	Percent of students accepted to post-secondary schools. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	
Financial Performance and Sustainability <i>Measure 1: Budget versus actual revenue and expenditures</i>	Yearly Goal One: When monthly financials vary by more than 5%, the variance will be flagged for special governing board consideration to ensure a positive cash flow at the end of each school year.	Quarterly financial reports must be made available to the authorizer. Annual financial audit by a qualified, certified public accountant or public accountant certified by the board of accountancy must be submitted to the Maine State charter School Committee.
Governance Board Performance & Stewardship <i>Measure 1: Public accountability – Transparent, responsive, and legally compliant Board operations</i>	Yearly Goal One: Board will meet one time per month at a minimum. Evidence of required bylaws and policies are in place and are regularly reviewed as indicated in minutes. Yearly Goal Two: 100% of Governing Board agendas and minutes are made available to the public.	Agendas and minutes may be posted on the school's website and/or posted at the school in a public place.
Adequacy of Facilities Maintenance in Support of Program <i>Measure 1: Facility meets State standards</i>	Yearly Goal: Facility will meet all applicable state expectations for public schools.	Annual review of maintenance and lease agreement for facility Observation during authorizer visits Facility records, policies, and procedures available on request.
Transportation & Food Service <i>Measure 1: Record of costs and student utilization</i>	Yearly Goal: School will provide record of costs and student utilization if applicable.	
School Social and Academic Climate <i>Measure 1: Instances of bullying, harassment, or other abusive practices.</i>	Yearly Goal: School will report the number of behavioral incidents using the state and federal reporting requirements. Year 1: Establish baseline. Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.	
School Social and Academic Climate <i>Measure 2: Confidential survey of parents, staff, and students.</i>	School will gather and respond to family, student, and staff perceptions of the quality of the school's social and academic climate. Yearly Goal One: Percent of participation in state student climate surveys will be 85%. Yearly Goal Two: Improvement on school created climate survey.	

	<i>Year 1: Baseline climate data will be collected.</i> <i>Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.</i>	
School Social and Academic Climate Measure 3: Student participation in activities.	<i>Percent of students who participate in at least one school sponsored or outside activity.</i> <i>Year 1: Establish baseline</i> <i>Years 2-5: At the end of year one, the school and Commission will establish targets for the remainder of the contract.</i>	
Parent and Community Engagement Measure 1: Parent Communication	<i>Yearly Goal: 100% of staff, students, and families will utilize the kmail communication and documentation system.</i>	
Parent and Community Engagement Measure 2: Parent participation in the operation of the school	<i>Yearly Goal: School Improvement Team and the Parent Advisory Committee meetings will have parent participation.</i> <i>Year 1: Baseline of the number of parents participating will be collected.</i> <i>Years 2-5: At the end of year one, the school and Commission will establish targets to increase parent participation for the remainder of the contract.</i>	
Parent and Community Engagement Measure 3: Parent participation in their children's education	<i>Yearly Goal One: 100% of families will meet with teachers for Individualized Learning Plans (ILP's) at a minimum of once a year.</i> <i>Yearly Goal Two: 100% of Learning Coaches will log into the Online School (OLS) at a minimum of once a week.</i>	<i>Percent of families who attend ILP meetings.</i> <i>Percent of Learning Coaches who log into the Online School at least once a week.</i>

Exhibit D
TAB 38 – School Closure Plan

1. Documentation of Closure Action:

Should Maine Virtual Academy (MEVA) be closed for any reason by the MEVA Governing Board, notice of such action shall be sent to the Maine Charter School Commission ("MCSC") and the Maine Department of Education ("DOE") within 5 calendar days of any official closure action taken by the Board. Should the MCSC or the Department initiate the closure action, timely notice will be sent to the MEVA Governing Board. The notice by either party will include a description of the circumstances of the closure. Following receipt of such notice, the parties will develop a joint agreement on a closure date. The parties will send a joint notice of closure to:

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

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

- The effective date of the closure;
- The name(s) of and contact information for the person(s) handling inquiries regarding the closure;
- The students' school districts of residence; and
- How parents or guardians may obtain copies of student records, including specific information on completed courses and standards met toward graduation requirements.

In addition to the four required items above, notification to the DOE and MCSC will also include:

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

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

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

high school students affected by the closure.

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

If a closure should occur it will happen at the end of an academic year as long as it is feasible to maintain a legally compliant program until then. If for some reason MEVA reverts to non-charter status, notification of this change will be made to all parties listed in this section.

2. School and Student Records Retention and Transfer:

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

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

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

- Transfer and maintenance of personnel records in accordance with applicable law;
- Provision of a list of students in each grade level and the standards they have completed to the entity responsible for overseeing the closure;
- Provision of the students' districts of residence to the entity responsible for overseeing the closure; and
- Transfer and maintenance of all student records, state assessment results, and any special education records to the custody of the entity responsible for overseeing the closure, unless transferred to a different entity.

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

3. Financial Close-out:

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

An independent final audit will take place within six months after the closure of the school that includes:

- An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value; and
- An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.

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

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

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

4. Disposition of Liabilities and Assets:

A closeout audit to be completed within twelve months of announcement of closure will determine the disposition of all liabilities of MEVA as well as ensure disposal of any net assets remaining after all liabilities have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- The return of any donated materials and property according to any conditions set when the donations were accepted.
- The return of any grants and restricted categorical funds to their source according to the terms of the grant or state and federal law.
- The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

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

Exhibit D
Maine Charter School Commission
Public Charter School Monitoring Plan

Approved 12-4-12
Correction of Dates to be Compliant with MRS-20A 4-23-14

1. Complaints Received by the Charter School:

- a. The School shall adopt and maintain a policy regarding the receipt and resolution of public concerns and complaints. The School shall keep records of complaints received and their resolution and shall make those records available to the Commission annually.

2. Academic Proficiency, including Readiness for Postsecondary Enrollment:

- a. Within 3 months of the start of the first school year ("Year One"), the School will provide the Commission with a protocol for fulfilling its assessment plan (formative and summative) as listed in the Charter Application.

Target date: January 15.

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

Target date: June 30.

- c. Prior to the start of Year Two, the School will provide its plan for improving or maintaining student academic growth, based on its data from Year One.

Target date: September 1.

- d. In Years Two through Five, at mid-year and end-of-year, the Commission will be provided copies of reports used by the School to track student academic growth.

At least once a year, the School will meet with the Commission's Executive Director to review these data reports and the annual plan to monitor and reach the academic targets for years 3, 4 and 5.

(For more specific areas, refer to TAB 9. Performance Indicators.)

Target dates: January 15 and June 30.

3. Special Education Compliance Review

- a. At the end of Year One, the Commission will review all data relating to child find and students identified as eligible under IDEA requirements as promulgated by MDOE.

Target date: June 30.

- b. 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.

- c. The Commission will review annually the agreement between the School and MDOE and/or an SAU or other approved provider for special education services to the school. **Target date: June 30.**

4. Student Attendance and Enrollment

- a. The Commission will receive simultaneous copies of student enrollment reports provided to sending SAUs in accordance with state reporting guidelines. Within **30 calendar days** of receipt of said reports, the Commission will review the status with the chief executive of the school and/or the Chair of the governing board.

Target dates:

- **Prior to the opening of school** (August 1 to SAUs and MCSC for Payment September 1 and December 1);
- **October 1**- Dept. of Education EPS Report (see instructions DOE);
- **February 1** to SAUs and MCSC (for March 1 and June 1 Payments) **and**
- **April 1** -Dept. of Education EPS Report (see instructions DOE).

- b. The Commission will receive an annual attendance report from the School, and the Commission will provide a report back to the School subsequent to its review.

Target date: June 30.

5. Social and Academic Climate, including Academic Discipline

- a. The Commission will receive copies of the academic disciplinary reports required under federal and state statutes on the required filing dates.
- b. Copies of any expulsion records will be provided to the Commission **within ten business days** of any action taken by the governing board.

6. Parent and Community Engagement

- a. Within three months of the start of Year One, the School will provide the Commission with a plan for parent engagement and conferences.

Target date: December 1.

- b. Annually, the School will provide a copy of its current parent-student handbook and related policies, highlighting any changes from that approved in the charter contract.

Target date: September 1.

- c. Commission members will meet annually with a representative group of parents, community members and/or volunteers for the purposes of receiving feedback on the school's community engagement plan.

Target date: At the annual on-site review. (See section 9 below.)

7. Transportation Contract, Food Service, Facilities Maintenance and Performance Record.

- a. Provide an annual report on performance based on the respective plans as approved in contract.

Target date: June 30.

- b. If necessary, the School and the Commission may re-open any relevant contract provision related to transportation, food service or facility maintenance based on the first annual review.

Target date: June 30.

8. Financial Reports

- a. The School will insure that monthly and quarterly financial reports are created and distributed to the governing board. The School will provide **quarterly reports** to the Commission with the evidence that the Governing Board has reviewed them in compliance with standard auditing practices.

Target dates: October 15, January 15, April 15 and July 15.

- b. Quarterly financial statements will include revenues and expenses in accordance with state accounting reporting system.

- c. 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.

Target dates:

- **November 1 (on or before) Initial (Audit) Report** to the (DOE) Commissioner. MRS 20-A § 2412-A Audits #4
- **December 30 (on or before) Audit Report (complete)** to the (DOE) Commissioner within 6 months after the end of an audit period. MRS 20-A § 2412-A Audits #6

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

Target date: September 1.

9. Governance Reports

- a. Once a year the chair of the governing board and the chief school executive will have 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.

Target date: During the last quarter of the school year, while school is in session.

10. 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 or governing law, or failure to meet any projected targets in one or more of the performance areas required by the Charter, the Commission will deliver a notice to the governing board of the School. 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.

11. Emergency Closure

- a. 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.

11-20-12 Approved 12-4-12

Commission approved 12-4-12 as Generic Template for use by all schools. S. Forster 6-3-13

RD/SR/BE

1/Charter Schools/Monitoring Plan Exhibit E 12-4-12 APPROVED

4/22/14 Correction of Dates to be compliant with the Statutes of the State of Maine Department of Education. SR/BK