

U.S. Department of Education
Washington, D.C. 20202-5335



APPLICATION FOR GRANTS
UNDER THE

CSP Non-SEA Planning, Program Design, and Implementation (84.282B)

CFDA # 84.282B

PR/Award # U282B130051

Grants.gov Tracking#: GRANT11448773

OMB No. 1894-0006, Expiration Date: 09/30/2014

Closing Date: Jul 12, 2013

****Table of Contents****

Form	Page
1. Application for Federal Assistance SF-424	e3
2. Assurances Non-Construction Programs (SF 424B)	e6
3. Disclosure Of Lobbying Activities (SF-LLL)	e8
4. ED GEPA427 Form	e9
<i>Attachment - 1 (1235-MESCSA GEPA Statement)</i>	e10
5. Grants.gov Lobbying Form	e11
6. ED Abstract Narrative Form	e12
<i>Attachment - 1 (1234-MESCSA Abstract Narrative)</i>	e13
7. Project Narrative Form	e14
<i>Attachment - 1 (1239-MESCSA Project Narrative)</i>	e15
<i>Attachment - 2 (1240-Attachment - 1 MESCSA Letters of Support)</i>	e65
<i>Attachment - 3 (1241-Attachment - 2 Position Roles and Responsibilities)</i>	e81
<i>Attachment - 4 (1242-Attachment - 3 MESCSA Akridge Resume)</i>	e87
<i>Attachment - 5 (1243-Attachment - 4 MESCSA Gieske Resume)</i>	e90
<i>Attachment - 6 (1244-Attachment - 5 MESCSA Performance Evaluation Contract)</i>	e92
<i>Attachment - 7 (1245-Attachment - 6 MESCSA MSDE Policy - The Charter School Program)</i>	e206
<i>Attachment - 8 (1246-Attachment - 7 MESCSA DCBOE Charter School Policy 390.4)</i>	e210
<i>Attachment - 9 (1247-Attachment - 8 MESCSA Star Democrat Newspaper Articles)</i>	e217
8. Other Narrative Form	e222
<i>Attachment - 1 (1237-MESCSA Assurances Form)</i>	e223
<i>Attachment - 2 (1238-MESCSA Assurance F Proof of Non-Profit Status)</i>	e224
9. Budget Narrative Form	e227
<i>Attachment - 1 (1236-MESCSA Budget Narrative)</i>	e228
10. Form ED_524_Budget_1_2-V1.2.pdf	e242
11. Form ED_SF424_Supplement_1_2-V1.2.pdf	e244

This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="07/12/2013"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Maryland Eastern Shore Charter School Alliance Ltd."/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="45-4505770"/>	* c. Organizational DUNS: <input type="text" value="0784615230000"/>	
d. Address:		
* Street1:	<input type="text" value="828 Airpax Road"/>	
Street2:	<input type="text" value="Suite 600"/>	
* City:	<input type="text" value="Cambridge"/>	
County/Parish:	<input type="text" value="Dorchester"/>	
* State:	<input type="text" value="MD: Maryland"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="21613-0000"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name:	<input type="text" value="William"/>
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text" value="Akridge"/>	
Suffix:	<input type="text"/>	
Title:	<input type="text" value="Executive Director"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="2024222761"/>	Fax Number: <input type="text"/>	
* Email:	<input type="text" value="wakridge@mescsa.org"/>	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

N: Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282

CFDA Title:

Charter Schools

*** 12. Funding Opportunity Number:**

ED-GRANTS-061113-001

* Title:

Office of Innovation and Improvement (OII): Charter Schools Program Non-State Educational Agencies (Non-SEA) Planning, Program Design, And Initial Implementation Grant CFDA Number 84.282B

13. Competition Identification Number:

84-282B2013-2

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Maryland Eastern Shore Charter School Alliance Charter School Program Planning, Implementation, and Dissemination Grant (CFDA# 84.282B) Application

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value=""/>
* b. Applicant	<input type="text" value="10,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="1,586,155.52"/>
* e. Other	<input type="text" value="155,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value=""/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>William Akridge</p>	<p>* TITLE</p> <p>Executive Director</p>
<p>* APPLICANT ORGANIZATION</p> <p>Maryland Eastern Shore Charter School Alliance Ltd.</p>	<p>* DATE SUBMITTED</p> <p>07/12/2013</p>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: Maryland Eastern Shore Charter School Alliance

* Street 1: 828 Airpax Road * Street 2: Suite 600

* City: Cambridge * State: MD: Maryland * Zip: 21613

Congressional District, if known: MD!

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Department of Education	7. * Federal Program Name/Description: Charter Schools
	CFDA Number, if applicable: 84.282

8. Federal Action Number, if known: 	9. Award Amount, if known: \$
--	---

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name: William Middle Name * Last Name: Akridge Suffix

* Street 1 * Street 2 * City * State * Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name: William Middle Name * Last Name: Akridge Suffix

* Street 1 * Street 2 * City * State * Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: William Akridge

* Name: Prefix * First Name: William Middle Name * Last Name: Akridge Suffix

Title: Telephone No.: Date: 07/12/2013

Federal Use Only: Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

PR/Award # U282B130051

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Optional - You may attach 1 file to this page.

MESCSA GEPA Statement.pdf

Add Attachment

Delete Attachment

View Attachment

**Maryland Eastern Shore Charter School Alliance (MESCSA) Charter School Program,
Planning Implementation and Dissemination Grant 84.282 GEPA Statement**

MESCSA is concerned that age could be a barrier preventing access for students to Dorchester Preparatory Public Charter School (DPPCS) and will take the following steps to ensure equitable access to the program. MESCSA believes that awareness is the key issue in an area where parents might not be the best advocates for their children. In this case, MESCSA is implementing an informational campaign targeting students through television advertisements on child and young adult programming, informational booths at local student hang out spots, and in home visits to targeted disadvantaged and underperforming students. MESCSA believes that this will tear down the barrier that age creates to prevent students accessing a quality choice in public education in DPPCS and this program.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input style="width: 100%;" type="text" value="Maryland Eastern Shore Charter School Alliance Ltd."/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text" value="Mr."/>	* First Name: <input style="width: 200px;" type="text" value="William"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 300px;" type="text" value="Akridge"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="Executive Director"/>	
* SIGNATURE: <input style="width: 300px;" type="text" value="William Akridge"/>	* DATE: <input style="width: 150px;" type="text" value="07/12/2013"/>

Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

You may now Close the Form

You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.

* Attachment:

Charter School Program – CFDA Number: 84.282B

Abstract Narrative – Project Title: Dorchester Preparatory Public Charter School

The goal of the Maryland Eastern Shore Charter School Alliance (MESCSA) project establishing Dorchester Preparatory Public Charter School (Dorchester Prep) is to accelerate learning and to improve high school graduation rates and college enrollment rates in the high-poverty communities of Dorchester County, Maryland, a rural region that currently ranks at the bottom of Maryland’s twenty-four school systems. MESCSA proposes in the short-term to intervene in the critical middle school years (grades 6-8) so that at-risk, low-income students in rural Dorchester County, Maryland receive intensive, targeted support that increases and accelerates their achievement, ensures they are on track to enter high school, and thereby reduces the Dorchester County achievement gap and increases high school graduation rates. In the long-term, MESCSA’s objective is to have Dorchester Prep alumni that are high school graduates prepared for success in post-secondary education and/or the workplace, well-positioned to be productive and engaged citizens in their communities. Dorchester Prep will not be school as usual. Rigorous, Common Core-aligned curriculum and a blended learning approach that will effectively incorporate the use of technology will allow for differentiated instruction to meet the needs of all students. A positive school culture, a strong and thorough character development program, a unique family engagement program, and a comprehensive to-and-through college preparation program will build Dorchester Prep students’ tenacity, confidence, and leadership – the skills for life that come alongside rigorous academic preparation to ensure student achievement.

“It is easier to build strong children than repair broken men.” – Frederick Douglass

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)



Project Narrative – Table of Contents

Page Number

1. Absolute & Competitive Preference Priorities

Absolute Priority.....4
 (a) Competitive Preference Priority #1 – Rural students.....5

2. Application Requirements

(a.) Education program.....7
 Mission.....7
 Vision.....8
 Statement of need.....8
 Education philosophy.....11
 Instructional practices.....12
 School Schedule.....13
 Curriculum.....13
 STEM program.....14
 Blended learning.....15
 ELL learners.....17
 Gifted & talented learners.....18
 College completion program – Dorchester Light House.....18

Other Maryland (state) and Dorchester County (local) initiatives.....	20
Environmental education.....	20
Service-learning.....	21
Financial literacy.....	21
Student assessments.....	22
Character development.....	23
Family engagement.....	24
Meeting challenging State student achievement standards.....	25
School growth plan.....	28
(b.) How Dorchester Prep will be managed.....	28
Governance.....	28
Roles & responsibilities.....	29
HR timeline.....	31
School Planning, Management Milestones, & Implementation Timeline.....	32
Community involvement.....	34
Staff recruitment.....	34
Qualifications of key personnel.....	35
Application Status with DCBOE.....	37
Performance Contract.....	39
(c.) Objectives of Dorchester Prep.....	39
Short-term objectives.....	39
Long-term objectives.....	40
Methods to be used to determine progress.....	40

(d.) Administrative relationship between Dorchester Prep & DCBOE.....41

Flexibility afforded by SEA and LEA.....42

Administrative relationship with DCPS & DCBOE.....43

(e.) Community Engagement in planning & design process.....43

(f.) How DCBOE will provide for continued operation of Dorchester Prep.....44

(g.) Anticipated CSP waivers.....44

(h.) Use of grant funds.....45

(i.) Student recruitment plan & practices.....46

Recruitment.....46

Student registration & lottery.....46

Access.....47

(j.) Special education.....48



Maryland Eastern Shore Charter School Alliance

“It is easier to build strong children than repair broken men.” – Frederick Douglass

1. Absolute & Competitive Preference Priorities

Absolute Priority: Maryland Eastern Shore Charter School Alliance (MESCSA) seeks a pre-charter planning grant for its proposed project, Dorchester Preparatory Public Charter School (Dorchester Prep), a middle school that will serve grades six through eight in Dorchester County, Maryland. Dorchester Prep is being designed to meet the one absolute priority of the U.S. Department of Education: to improve achievement and high school graduation rates. Students in Dorchester County, Maryland show declining Maryland State Assessment (MSA) scores from sixth to eight grade and double the state average for suspensions from school. In a school system of approximately 4,647 students 58 students dropped out of school in 2011-12 (up from 44 dropouts in 2010-11).¹

MESCSA proposes to intervene in the critical middle school years so that at-risk, low-income students in rural Dorchester County, Maryland receive intensive, targeted support that increases and accelerates their achievement, ensures that students are on track to enter high school with at

¹ <http://www.datacenter.kidscount.org/data/tables/4467-dropoutrate-rate?loc=22&loct=5#detailed/5/3300-3323/false/1021,909,857,105,118/any/10050,10051>

least 80% proficiency in reading and mathematics, thereby reducing the Dorchester County achievement gap and increasing high school graduation rates.

MESCSA is targeting students from low-income families (as determined by criteria specified under section 1113[a][5] of the ESEA), and for over a year has been actively conducting outreach to families and community organizations that serve low-income families in Dorchester County. MESCSA has conducted 25 community meetings and other outreach efforts (reaching directly 1,321 individuals), participated in three local radio and two local newspaper interviews over the past year, in its targeted outreach to low-income communities in Dorchester County, Maryland.

Competitive Preference Priorities: Competitive Preference Priority #1 – Improving Achievement and High School Graduation Rates [Rural students, Students with Disabilities, and English Learners]: (a) Accelerating learning and helping to improve high school graduation rates and college enrollment rates for students in rural local education agencies: MESCSA’s proposed charter middle school will meet the competitive preference priority for improving achievement and high school graduation rates and college enrollment rates for students in rural local educational agencies. MESCSA is seeking a charter from Dorchester County Public Schools (DCPS), located on the Eastern Shore in Maryland. DCPS is one of only two Maryland counties to be included in the Rural, Low-Income School Program (RLIS) under Title VI, Part B of the Elementary and Secondary Education Act (ESEA).² If approved, MESCSA’s Dorchester Prep will be the first and only charter school in Maryland on the Eastern Shore, as well as the

² <http://www.2.ed.gov/programs/reapsrsa/eligible13/md.xls>

first and only charter school in a designated Maryland rural community.

MESCSA understands that the U.S. Department of Education is seeking “to encourage rural education leaders to use charter schools, as appropriate, as part of their overall school improvement efforts”, and MESCSA is designing Dorchester Prep for just that unique purpose – to accelerate learning and to improve high school graduation rates. The Maryland State Department of Education (MSDE) has identified six of Dorchester County’s total thirteen schools as being in “school improvement” status for failure to meet Adequate Yearly Progress (AYP) and Annual Measurable Objectives (AMO), in their efforts to reach 100% proficiency under the No Child Left Behind Act (NCLB). MSDE has noted its concern that this constitutes a “high proportion” (46%) of under-performing DCPS schools, within a relatively small school system.³

The educational needs of rural communities like Dorchester County are often overshadowed by the concerns of urban communities, yet data suggests many rural communities are experiencing equally, if not more severe, problems.⁴ Dorchester County is struggling with issues of low educational advancement, persistent unemployment and/or under-employment, substance abuse, teen pregnancy, single-parent households, crime, and homelessness. There are inherent challenges for MESCSA as it strives to achieve quality and scale in the stressed rural community of Dorchester County, but it is critical that Dorchester’s low-income youth have another public

³ Maryland State Department of Education, R00A0A (2012). *Aid to Education, Analysis of the FY2013 Maryland Executive Budget, 2012.*

⁴ Stult, D. & Doan, S. (2012). *Issue Brief – Beyond City Limits: Expanding Public Charter Schools in Rural America.* Washington, DC: National Alliance for Public Charter Schools (NAPCS).

education choice for receiving the quality education that they need and deserve.

MESCSA has entered this process intent on passing the hurdles of garnering community support, combating resistance from policy makers and officials, raising funds for start-up costs, recruiting strong board members, recruiting and retaining effective leaders and teachers, and planning for the ongoing issue of low per-pupil funding (with no facilities allowance). MESCSA will employ creative approaches to overcome the challenges of rural education and to meet the needs of its rural and low-income Dorchester County families by: 1) effectively tapping into the assets of the local community; 2) leveraging technology to deliver excellent and cost-effective blended learning; 3) restoring the public school for the community and infusing it with a locally-influenced education; and 4) securing supplemental funding streams.

A number of exciting community partnerships are already in development that will provide counseling, mentoring, career education, environmental education, financial literacy training, service learning opportunities, enriching cultural literacy, and hands-on STEM activities. MESCSA has secured support from the Maryland Department of Natural Resources, Chesapeake College, Big Brothers and Big Sisters, Page Turners, The Empowerment Center, Great Bay Wind Energy Center, Richardson Maritime Museum & Ruark Boatworks, Cambridge International, The Hyatt, the Town of Cambridge, Crosby & Associates, DLA Piper, CBIZ MHM LLC & Mayer, Hoffman, McCann PC, Court Appointed Special Advocate Association (CASA), and Corsica Family Therapy. (See Attachment 1 for MESCSA's letters of support.)

2. APPLICATION REQUIREMENTS

(a) Educational Program

Mission: Dorchester Prep will equip its middle school students for success in high school and beyond. Its students will demonstrate high standards for academic scholarship, personal integrity, positive leadership, and responsible citizenship, as measured by continued quantitative and qualitative assessments over the students' three years of middle school (grades 6 – 8).

Vision: Students come in all sizes and with a wide range of needs. One-size fits all does not fit all when it comes to education. School systems around the country are beginning to embrace a portfolio approach to education with more options of choice for students, particularly for the most marginalized children of poverty. Dorchester Prep will stress a personalized approach to education, with targeted and data-driven instruction that builds competencies in core subjects, as well as the 21st century skills that students need to thrive in the world today. Dorchester Prep is being carefully crafted around the best practices of high-achieving charter schools, those schools that have held themselves accountable to high standards for success and student achievement. Tremendous attention will be paid to setting a positive culture of high expectations and enthusiasm for learning. Dorchester Prep will be a middle school that students choose to attend and want to keep attending, and they will leave confident and well prepared for high school. Acknowledging that it takes a concerted and “collective effort” to make it to and through college⁵, Dorchester Prep alumni will be eligible to receive ongoing nurturing and support through the high school years from MESCSA's Dorchester Light House college prep program.

Statement of Need: Though enrollment will be open to all Dorchester County students, Dorchester Prep seeks to serve the most marginalized middle school youth of the Cambridge,

⁵ KIPP: Knowledge is Power Program (2011). *The Promise of College Completion: KIPP's Early Successes and Challenges*. San Francisco, CA: KIPP Foundation.

Maryland community, where the achievement gap is the widest and most persistent.

Figure 1 below shows Maryland School Assessment (MSA) data comparing proficient or above scores between the state of Maryland and Dorchester County and Cambridge. Data from the comparable district school in Cambridge used to compile the Cambridge data.

Figure 1. 2012 Reading and Mathematics MSA Proficient or Above Percentage Score Comparison⁶

READING				MATHEMATICS			
	Grade 6	Grade 7	Grade 8		Grade 6	Grade 7	Grade 8
Maryland				Maryland			
All Students	84.5	81.2	80.8	All Students	83.0	76.3	69.3
Dorchester County, MD				Dorchester County, MD			
All Students	76.5	71.8	64.5	All Students	79.2	71.3	54.7
Afr. Am.	64.4	54.0	44.6	Afr. Am.	62.5	52.7	27.9
FARMS	71.2	61.5	53.4	FARMS	71.8	61.7	41.1
White	83.6	82.8	79.7	White	79.2	85.7	73.7
Cambridge, MD				Cambridge, MD			
All Students	66.5	62.8	55.9	All Students	74.2	51.0	38.2
Afr. Am.	58.7	54.9	45.6	Afr. Am.	61.3	43.2	25.6
FARMS	60.3	57.4	46.6	FARMS	69.0	47.4	28.6
White	75.4	73.1	72.6	White	83.9	66.7	55.0

Students in Dorchester County and Cambridge are performing at significantly lower levels than the average Maryland student. Middle school students in Dorchester County (grades 6, 7, & 8) perform 3-16 percentage points lower than other Maryland students, and those in Cambridge fair even worse, scoring 9-31 percentage points lower than other Maryland students. The

⁶ <http://www.mdreportcard.org/Assessments.aspx?K=090707>

performance of African American middle school students in Cambridge shows the greatest achievement gap, with more than 21-44 percentage points lower scores compared to the state level scores. Advocates for Children & Youth in Maryland reports that the 2012 Dorchester County school suspension rate (13.2%) was more than double the Maryland statewide rate (6%).

Cambridge, Maryland, and to a lesser extent, Dorchester County, exhibits double the poverty level, half of the median household income, and one third the level of highest education, as well as 70% higher unemployment rate, and double the births of children to single parents, compared to the state as a whole. Roughly one in four children in Dorchester County lives in poverty; this represents 25.8% of the child population.⁷

Figure 2 below displays information regarding Dorchester County, and especially Cambridge, Maryland, based on 2010 Census data.

Figure 2. 2010 Census Data⁸

	Maryland	Dorchester	Cambridge
Poverty Level	8.6%	13.4%	20.6%
Median Household Income	\$70,647	\$45,151	\$34,614
Bachelor's Degree or Higher	35.7%	16.5%	13.8%
Unemployment Rate	6.5%	10.8%	10.9%
Births by Unmarried Women	34.3%	66.9%	61.3%

⁷ Advocates for Children & Youth. (2012). *Dorchester County Fact Sheet*. Baltimore, MD: Advocates for Children & Youth.

⁸ <http://2010.census.gov/2010census/>

Consequently, the students that Dorchester Prep intends to serve are fighting against, in many cases, generations of failure and loss of hope. Dorchester Prep intends to be a new, fresh opportunity to change the life trajectories of its students. Intervening at the middle school level so that these students have the opportunity to get “back on track” will not only decrease the dropout rate, but will have positive impacts on middle grade and high school test scores, attendance, and overall school climate.⁹

Education Philosophy: MESCSA believes first and foremost that *all* students can learn and achieve at high levels, regardless of socio-economic background, gender or racial background. MESCSA firmly believes that the achievement gap can and must be closed. Dorchester Prep will relentlessly focus on developing the academic and character skills that every student needs to succeed in college and life.

MESCSA’s education philosophy is based on the best practices of the most successful charter schools in the nation and will be actualized through:

- Strong leadership and excellent teachers who adapt to students’ needs and continually strive to perfect their craft
- High expectations for all students, with attention to developing the skills necessary for success in life
- Scrupulous attention to time-on-task, to make the most out of every instructional day
- Structured, orderly and safe classrooms and campus
- Rigorous, Common Core-aligned instruction that uses formal and informal assessment

⁹ Balfanz, R., Herzog, L. (2005). *Keeping Middle Grade Students on Track to Graduation, Initial Analysis and Implications*. Baltimore, MD: John Hopkins University and Philadelphia Education Fund.

data to drive all instruction

- Robust student and family engagement that accelerates student learning
- A network of targeted intervention and support that is individualized
- Effective character education that is reinforced school-wide, every day
- Enrichment opportunities and exposure through a wide range of college and career options exploration, cultural activities, connections to local history and heritage, and hands-on projects throughout the community
- An atmosphere of joy and enthusiasm

Instructional Practices: MESCSA will draw from a wide range of resources and the work of many high-performing charter schools and teacher training organizations to reach its goals. In particular, MESCSA will draw its practices from The Skillful Teacher by Saphier and Grower, Teach Like a Champion by Doug Lemov, Mastery Teaching by Madeline Hunter, and How Children Succeed by Paul Tough. Instruction will vary from whole group direct instruction, to small cooperative group work and projects, to independent online study. Differentiated delivery of instruction will meet a wide range of student learning styles.

All classrooms will operate with clear, concrete and consistent expectations. Routines and systems will be well developed and purposeful. Day-to-day instruction will be objective-driven, with attention to time-on-task and efficiency. Student data will inform the pacing of the chosen curriculum, *Core Knowledge*®, and every lesson will conclude with at least one informal assessment to check for understanding and to assist teachers in adjusting future instruction. Teachers will be expected to be on their feet, engaged, and enthusiastic, and all teachers will be expected to demonstrate a genuine rapport with their students. Positive reinforcement,

redirection as necessary, and the use of higher order questioning and thinking skills will be commonplace. School leaders will observe, give feedback, and evaluate teacher effectiveness frequently. The MESCSA Board will similarly assess the effectiveness of the school leaders, and will regularly review surveys and other data from students, school staff, and parents.

School Schedule: Dorchester Prep will follow the 180-days school calendar and 7.5 hours of operation of DCPS schools, so that a transportation hub system can be coordinated with DCPS. Following breakfast and advisory, the school day will begin with the school-wide morning meeting, where character development, personal goal-setting and growth, and other related topics will set a positive tone for the day. The daily schedule will follow a 45-minute period block format, with two 45-minute reading and math periods each day. There will be 45-minute periods of science and social studies each day and a 75-minute “flex” period that will include technology, intervention/tutoring, physical education and enrichment. The morning will include a 15-minute Drop Everything and Read (DEAR) time with snack.

Curriculum: Core Knowledge® curriculum has been selected by MESCSA for use at Dorchester Prep. Core Knowledge® provides a broad base of knowledge and a rich vocabulary, in a coherent, sequenced learning plan from grade to grade. Core Knowledge® curriculum is infused with rich content from the arts, as well. The Core Knowledge Foundation supports the Common Core State Standards Initiative (CCSS) and is committed to helping ensure their successful implementation in the schools using its Core Knowledge® sequence. In fact, CCSS in English stem from the research of Dr. E. D. Hirsch, Jr., the founder of Core Knowledge®. Dr. Hirsch, the professor emeritus of education and humanities at the University of Virginia, was the recipient of the 2012 James Bryant Conant Award from the Education Commission of the States

(ECS), one of the most prestigious awards in the national education community. Core Knowledge® works with 800 school nationally and with 36 Maryland schools. Core Knowledge® will provide an alignment matrix of their K-8 curriculum with Maryland's implementation of CCSS.

MESCSA has selected Core Knowledge® because there are promising results from Core Knowledge® instruction in schools. Most recently, New York City public schools piloted Core Knowledge's reading program with 1,000 children and found that the children scored significantly better on reading comprehension tests, and in social studies and science knowledge.¹⁰ Prior to that pilot, a national review by John Hopkins of Core Knowledge® implementation across seven states (approximately half of the schools served a majority of students eligible for federal free- or reduced-price meals) indicated when consistently implemented with fidelity it contributed to making instruction more interesting and content-rich for students, contributed to increased teacher collaboration, was associated with greater academic engagement, and correlated to math and reading gains yielding improved outcomes in both.¹¹

Integration of STEM Standards of Practice: MSDE has recently clarified its expectations for Science, Technology, Engineering, and Mathematics (STEM) Education, adding a focus on increasing STEM interest and participation of underrepresented populations. MESCSA is eager

¹⁰ Research and Policy Support Group, (2012). *Evaluating the NYC Core Knowledge Early Literacy Pilot: Year 3 Report*. New York, NY: New York Department of Education.

¹¹ Stringfield, S., Datnow, A., Borman, G., & Rachuba, L. (2000). *National Evaluation of Core Knowledge Sequence Implementation Final Report (Report No. 49)*. Baltimore, MD: Center for Research on the Education of Students Placed at Risk (CRESPAR), John Hopkins University.

to embrace this effort and will be utilizing the National Science Foundation Initiative on successful STEM education practices in comprehensive schools for guidance in developing its STEM program. Dorchester Prep will capitalize on students' early interest and experiences, identify and build on what they know, and will provide them with experiences to engage them in the practices of science and sustain their interest. MESCSA believes that the implementation of CCSS and the use of Core Knowledge® curriculum will be instrumental in allowing Dorchester Prep to focus on the most important topics in mathematics and science, and this deeper and targeted focus will also be reflected in its STEM program. MESCSA has given thought to how its class scheduling can be adapted to ensure adequate instructional time for STEM activities, as well as which community partners can contribute valuable skills, resources and STEM career aspirations for Dorchester Prep students.

Blended Learning: Online learning began by serving students for whom there just wasn't another viable alternative for learning, such as small, rural or urban schools that could not find highly qualified teachers or needed remedial/credit recovery courses for just a few students.¹² Technology platforms have also emerged as being invaluable in tracking data, informing instruction, and assessing success. MESCSA will be incorporating blended learning into the education plan for Dorchester Prep not merely because of its current popularity with education reformers, but after careful consideration of the still limited, but emerging, research results. Instruction combining online and face-to-face instruction appears to have a larger advantage relative to purely face-to-face than purely online instruction. Additionally, the effects seem to be larger for instances where online instruction is collaborative or instructor-directed than when

¹² Staker, H., Chan, E., Clayton, M., Hernandez, A., Horn, M., & Mackey, K. (2011). *The Rise of K-12 Blended Learning: Profiles of emerging models*. San Mateo, CA: Innosight Institute.

students work in independently in lab-type settings.¹³ With this in mind, MESCSA envisions a rotation blended learning model where student groups on a fixed schedule will rotate between learning modalities, one of which is online learning. Other modalities might include small group activities, full class instruction face-to-face with a teacher, larger group projects, and individual tutoring.

MESCSA plans to develop a rotation model approach to blended learning, but will not implement this option fully in Year 1. MESCSA has discussed with Education Elements, an organization with expertise in assisting small schools to develop affordable blended learning, how MESCSA can structure Dorchester Prep to strengthen instruction and streamline operations through blended learning. Once the Director of Curriculum and Instruction and the teaching staff have had the opportunity to thoroughly assess the needs of the Dorchester Prep students, the faculty will work together with Education Elements to design and implement an appropriate blended learning model that is customized for Dorchester Prep.

MESCSA intends to issue each of its students a laptop computer when they arrive in sixth grade, initially using online content for remediation and differentiated targeted instruction. Khan Academy and LearnZillion adaptive, online lessons will be folded into the instructional day during Year 1 of the school. Technology education will be incorporated into the enrichment period instruction, as well.

¹³ Means, B., Toyama, Y., Murphy, R., Bakia, M., Jones, K. (2010). *Evaluation of Evidence-based Practices in Online Learning: A Meta-Analysis and Review of Online Learning Studies*. Washington, DC: U.S. Department of Education, Office of Planning, Evaluation, and Policy Development.

Meeting the needs of English Language Learners (ELL): MESCSA will follow the federal legal requirements governing the education of English language learners contained in: the Elementary and Secondary Education Act (ESEA); Title VI of the Civil Rights Act of 1964; and the Equal Educational Opportunities Act of 1974 (EEOA). MESCSA will not discriminate on the basis of race, color, or national origin. Outreach efforts by MESCSA will not exclude any Dorchester County communities with ELL students. The lottery process for admission to Dorchester Prep will not exclude any ELL families from completing an application to attend the school, and no weighted lottery process will be employed by Dorchester Prep. Potential ELL families will not be “counseled” to seek other public school options, or discouraged in any way from applying to Dorchester Prep.

Students entering Dorchester Prep will complete a Home Language Survey (HLS) to determine if ELL services may be needed. If the HLS indicates that further testing is required, an objective assessment will be used. Dorchester Prep will use the assessment tool preferred by DCPS or the CTB/McGraw-Hill Language Assessment Scales (LAS) Links test. Finally, parents will be notified if ELL services are warranted. The selection of an ESL pull-out, sheltered English, or structured immersion program will be determined based on the assessment results and the needs of the student. Dorchester Prep will be utilizing the National Alliance for Public Charter School’s newly released (April 2013) *Serving English Language Learners: A Toolkit for Public Charter Schools* for further guidance in this area. Dorchester Prep’s is committed to ensuring that any and all ELL students receive the instruction needed to help them learn English in a timely manner and will have meaningful access to as many aspects of Dorchester Prep’s instructional program as possible. Participation in any form of ELL services will not preclude participation in any special education services to which an ELL student is qualified to receive.

Meeting the needs of Gifted and Talented students: Dorchester Prep does not intend to lose sight of those students who exhibit characteristics of being Gifted and Talented. As described by MSDE, “Gifted and Talented Education services are available to students in Grades K-12 throughout Maryland. State funding for these services is contained within the foundation of The Bridge to Excellence in Public Schools Act of 2002, and its precise use is determined by each local school system. Multiple criteria are reviewed to identify students who need high-end services within an authentic curriculum of rigorous performance expectations. A student’s budding talent must be matched with carefully-selected services designed to develop that talent. These services include inquiry learning, advanced problem-solving, enrichment clusters, acceleration within the discipline of a student’s particular strength, Maryland Summer Centers, mentorships with highly-reputable authorities, in-depth seminars, and debates, among others.” Again, Dorchester Prep’s entire approach to educating middle school students will allow Gifted and Talented students to grow and flourish, and its small group instruction model lends itself to easy adaptation to the needs of students with accelerated learning levels. Dorchester Prep’s blended learning approach will allow the faculty to design stimulating activities for these students, as well.

College Completion Prep - Dorchester Light House: Every student in Dorchester County, Maryland knows well the story and legacy of Harriett Tubman, the African American abolitionist and humanitarian. Harriett was born and raised on a plantation in Dorchester County. As a young woman, Harriett escaped from slavery and went on to lead over three hundred others to freedom via the Underground Railroad. Nothing deterred Harriett – not beatings, not lashings, not illness, not separation from her immediate family, not even brain surgery without the benefit

of anesthesia. In spite of her harrowing life, Harriett lived to the ripe old age of 93. MESCSA wants its students to embrace that same grit, perseverance, courage, and vision for a brighter future that Harriett had – in other words, to follow their own North Star.

Simply providing Dorchester Prep students with a solid middle school education and preparation for high school will not be enough. Even by the most recently gathered 2012 estimates, only 18% of all adults over the age of twenty-five in Dorchester County hold a college degree.¹⁴ Many college students have to work while they attend college, are likely to be putting themselves through school on their own, probably selected their college in an uninformed or happenstance manner, and have no real idea of the profound consequences of not finishing college.¹⁵ Our colleagues at KIPP charter schools have found that in spite of their best efforts and their one-of-a-kind outstanding college preparation program that only a third of their graduates who completed their middle schools have graduated from a four-year college. KIPP has found that there are some critical factors that separate the successful college graduates from those who never enroll or drop out of college: academic readiness for college, a powerful set of character strengths, the right match between a student and his/her college, social and academic integration on campus, and college affordability and financial understanding.¹⁶

Even though Dorchester Prep has built a strong foundation through solid academic preparation,

¹⁴ ChooseMaryland.org. (2013). *Brief Economic Facts – Dorchester County, Maryland*. Baltimore, MD: Maryland Department of Business & Economic Development.

¹⁵ Johnson, J., Rochkind, J. (2009). *With Their Whole Lives Ahead of Them*. New York, NY: Public Agenda for Bill & Melinda Gates Foundation.

¹⁶ KIPP: Knowledge is Power Program (2011). *The Promise of College Completion: KIPP's Early Successes and Challenges*. San Francisco, CA: KIPP Foundation.

strong character development, and a sturdy base of 21st century skills, MESCSA feels strongly that it will need to continue to work with its Dorchester Prep alumni all the way through high school and into college. The Dorchester Light House program will be that beacon, lighting the way to and through college. Dorchester Light House will focus its light unwaveringly on the goal of college completion. Operating as an after-school program in the high school years, Dorchester Light House will meet with its members on a regular basis throughout high school. There will be college visits, assistance with FAFSA forms and other financial aid, ongoing financial literacy training, parent education on college, personal mentoring, public speaking seminars, and other services. Once in college, Dorchester Light House members will still receive support through college graduation. MESCSA is committed to raising private funds for this important piece of its work.

Other Maryland (state) and Dorchester County (local) education program initiatives:

1. Environmental Education: MSDE's COMAR regulation 13.A.04.17 states that each local Maryland school system shall provide a comprehensive, multi-disciplinary environmental education program infused with current curricular offerings and aligned with the Maryland Environmental Literacy Curriculum. Particular attention is to be paid to advancing students' knowledge and skills towards making decisions that preserve and protect the unique natural resources of Maryland and the Chesapeake Bay. Dorchester Prep students will be within walking distance of the Choptank River, as the town of Cambridge sits right on its banks. The area has a rich history of those who "work the water" harvesting oysters, blue crabs, and fish. MESCSA plans to incorporate environmental education into its STEM program, again utilizing local community partners, such as the Chesapeake Bay Foundation (including their Karen

Noonan Memorial Environmental Education Center, located nearby in Dorchester County), the Maryland Department of Natural Resources, and The Richardson Maritime Museum in the environmental education program.

2. *Service-Learning*: Maryland was the first state in the nation to mandate seventy-five hours of structured service-learning as a high school graduation requirement. Each local school system has designed, and MSDE has approved, its own tailored program of service-learning. In Dorchester County, middle school students complete sixty of the required seventy-five service-learning hours – twenty hours at each grade level, sixth through eighth grade. MESCSA plans to infuse the required service-learning hours into its environmental education program referenced above. The service-learning program will meet all of Maryland’s seven best practices of service learning: 1) meet a recognized need in the community; 2) achieve curricular objectives through service-learning; 3) reflect throughout the service-learning experience; 4) develop student responsibility; 5) establish community partnerships; 6) plan ahead for service-learning; and 7) equip students with knowledge and skills needed for service.

3. *Financial Literacy*: Since 2011 all Maryland students receive financial literacy education in grades three through twelve. Students are to receive instruction in how to: 1) make informed, financially responsible decisions; 2) relate careers, education and income; 3) plan and manage money; 4) manage credit and debt; 5) create and build wealth; and 6) manage risks and preserve wealth. Recognizing that its students do indeed need to be financially literate to be prepared for college, careers and responsible living, MESCSA plan to use *FDIC’s Money Smart for Young Adults* free curriculum (for ages 12-20), designed to help youth learn the basics of handling their money and finances, and to equip young people with the knowledge, skills, and confidence they

need to manage their finances once they enter the real world. The lessons are aligned with educational standards for all fifty states, as well as Jump\$tart financial education standards and the National Council on Economic Education standards.

Student Assessments: Northwest Evaluation Association’s (NWEA) Measures of Academic Progress (MAP) assessments (Common Core aligned, computer-based) will be used by Dorchester Prep’s teachers. NWEA also adheres to the “one size doesn’t fill all” philosophy of MESCSA, and offer computerized adaptive assessments that test differently, allowing teachers to see their students as individuals – each with their own base of knowledge. With flexible delivery options, the NWEA assessments yield a wealth of detailed data for teachers, parents, and school leaders. NWEA has conducted a study to link its RIT scale to the proficiency levels from the Maryland State Assessments (MSA).¹⁷ Using this information, MESCSA can monitor its students’ progress toward the proficiency standards for Maryland. As Maryland transitions to CCSS, MESCSA will be able to continue to use NWEA assessments, as NWEA has developed a set of MAP assessments aligned to the CCSS and offers a wide range of resources to schools regarding CCSS implementation and assessment. NWEA was at the table to develop the CCSS; members of their Academic Services team presented an analysis of a draft of the proposed standards in person to the three organizations leading and managing the standards development process (the Council of Chief State School Officers, National Governors Association, and Achieve, Inc.). NWEA has developed a set of MAP assessments aligned to the Common Core.

Dorchester Prep students will participate in the state-wide Maryland State Assessments (MSA).

¹⁷ Adkins, D. (2007). *A Study of the Alignment of the NWEA RIT Scale with the Maryland Assessment System*. Lake Oswego, OR: Northwest Evaluation Association.

When Maryland schools transition from the MSA assessments to the Partnership for Assessment of Readiness of College and Careers (PARCC) assessments, MESCSA will ensure that its students at Dorchester Prep participate in the statewide assessments.

Kickboard data management software will form the basis for the data management platform that Dorchester Prep will use. This is a real-time program that will allow Dorchester Prep and parents to keep track of student's information, attendance, grades, behavior, and family communication. It is a proven tool that has shown positive results for many high-performing schools throughout the country. Data will be provided to parents four times per year, or more often if requested, and to the authorizer, DCBOE, once per year at the end of the year. The reports will include all the information detailed above to provide a clear picture of student performance.

Character Development: MESCSA believes, as do many high-performing charter schools, that character development and academic achievement are interdependent. Paul Tough, author most recently of How Children Succeed, writes and speaks often on the critical importance of character strengths if students are going to have success in college and life – skills like “grit”, perseverance, curiosity, conscientiousness, optimism, and self-control.¹⁸ The right kinds of support and help can lead to great strides in character development and will have life-long ramifications.¹⁹ Perspectives Charter Schools, a Chicago-based charter management

¹⁸ Tough, Paul. (2012). *How Children Succeed: Grit, Curiosity, and the Hidden Power of Character*. New York, NY: Houghton Mifflin Harcourt Publishing Company.

¹⁹ Shechtman, N., DeBarger, A., Dornsife, C., Rosier, S., and Yarnall, L. (2013). *Promoting Grit, Tenacity, and Persistence: Critical Factors for Success in the 21st Century*. Washington, DC: U.S. Department of Education.

organization (CMO), has devoted over ten years to carefully crafting its character education program (6th through 12th grade), *A Disciplined Life*®, based on twenty-six principles that guide one's productivity, communications, and self-perception. The program uses all positive language, and has been found to be free of racial, religious, and gender bias.²⁰ Perspectives Charter Schools report that ninety-nine percent of Perspectives students go on to college and persist in college at a rate higher than the national average for all students. The U.S. Department of Education has provided Perspectives Charter Schools with a grant so that it can share *A Disciplined Life*® with other schools. MESCSA intends to implement *A Disciplined Life*® as the character education program for its middle school students.

Family Engagement: MESCSA plans to infuse a unique approach to family engagement, here defined as the collaboration between families and schools that drives student achievement. Students do better in school and in life when their parents are engaged and committed to their education.²¹ There is emerging evidence that appropriate family engagement can benefit the entire school, with school staff having higher expectations for students, increased trust throughout the faculty, and, finally, stronger school performance.²² With this in mind, MESCSA has turned to the work of the Flamboyant Foundation, located in nearby Washington, DC. Flamboyant's family engagement work in DC schools began with research in 2008 and its first

²⁰ FSG Social Impact Advisors. (2007). *Perspectives Charter Schools: The Design and Implementation of an Effective Character Education Program*. San Francisco, CA: NewSchools Venture Fund.

²¹ Henderson, A. & Mapp, K. (2002). *A Wave of Evidence: The Impact of School, Family, and Community Connections on Student Achievement*. Austin, TX: SEDL.

²² Bryk, A.S., & Schneider, B. (202). *Trust in Schools: A Core Resource for Improvement*. New York, NY: Russell Sage Foundation.

grants and training in 2010. MESCSA has been following this work closely, and preliminary results in the poorest wards of the District of Columbia are very promising. Beginning with teacher training, moving to home visits, and the careful implementation of school-wide approaches to effective family engagement, the model is designed to ultimately increase student achievement.²³ MESCSA sees the implementation of a strong family engagement model as critical to its success with students at Dorchester Prep and is eager to implement a program based on the elements of the Flamboyan Foundation program.

How Dorchester Prep will assist its students to meet challenging State student achievement standards: First and foremost, it's about the teachers. As the Hamilton Project at The Brookings Institution found, "Having a top quartile teacher rather than a bottom quartile teacher four years in a row could be enough to close the black-white test score gap."²⁴ Elementary- and middle-school teachers who help raise their students' standardized-test scores seem to have a wide-ranging, lasting positive effect on those students' lives beyond academics, including lower teenage-pregnancy rates and greater college matriculation and adult earnings, according to a study that tracked 2.5 million students over 20 years.²⁵ MESCSA will be growing slowly, one grade per year for the first three years, and will be able to be very selective in the hiring of teachers. MESCSA will be seeking experienced teachers with evidence of their impact on

²³ Spielberg, L. (2011). *Successful Family Engagement in the Classroom: What teachers need to know and be able to do to engage families in raising student achievement*. Cambridge, MA: Harvard Family Research Project.

²⁴ Gordon, R., Kane, T., & Staiger, D. (2006). *Identifying Effective Teachers Using Performance on the Job*. Washington, DC: The Brookings Institution.

²⁵ Chetty, R., Friedman, J., & Rockoff, J. (2011). *Long-Term Impacts of Teachers: Teacher Value-Added and Student Outcomes in Adulthood*. Cambridge, MA: National Bureau of Economic Research (NBER).

student learning; those who have a passion for teaching and the willingness to go above and beyond “the call of duty”. MESCSA Board members and friends of the organization have contacts within several alternative teacher preparation programs, as well as a broad knowledge of successful local teachers. This is the first way that MESCSA will assist its students to meet challenging state standards.

Dorchester Prep also intends to be a “small school” (here defined as a school of under 300 students), not a “factory school”. While school size alone does not ensure success, there is data to show that small secondary schools (those schools serving students from 6th grade up) serving low-income students have a positive impact on student engagement, attendance, and achievement.²⁶ MESCSA will be the only distinct middle school in Dorchester County with a small school population. This is intentional, so that the staff can meet the individual needs of each middle school student; no student will “fall between the cracks”. Paired with a supportive and strong school culture, high expectations, and the ability in such an environment to “sweat the small stuff”, MESCSA believes that its school size will be a key factor in student success.

The very careful selection of curriculum, delivery of instruction, student data analysis, and flexible student grouping will allow Dorchester Prep to facilitate increased academic achievement by its students. Dorchester Prep leadership and teachers will work together to collect a variety of data, reflect on what that data means and shows, determine and plan for what needs to be done, and then assess the results of the plans executed. As previously discussed, the use of technology and blended learning offers a customization of instruction that might not

²⁶ Darling-Hammond, L., Milliken, M., & Ross, P. (2006). *High School Size, Structure, and Content: What Matters for Student Success?* Stanford, CA: Stanford University.

otherwise be possible, as well. All of these means for increasing student achievement will also be invaluable for students with special needs and/or limited English proficient (LEP) students.

MESCSA believes that informed students and parents are its best allies. All parents/guardians will be given a frank and clear analysis of their children's strengths and challenges, their progress towards goals set, and suggestions for assisting their students at home. This is an integral part of the family engagement program previously discussed. Similarly, students will be able to review their own student data, set goals, and track their successes.

MESCSA is under no illusion that taking students in at the sixth grade level will be an easy place to start. MESCSA anticipates that many of its students will arrive below grade level in reading and math. In addition to very targeted, data-driven instruction some students may need additional one-to-one tutoring in reading and/or math until they attain grade level proficiencies. Dorchester Prep intends to offer one-on-one or small group tutoring during its "flex" enrichment period and after school.

Small group, classroom, grade level and school-wide celebrations of achievement will add that sense of joy and excitement about hard work and learning. Community volunteers, especially professional retirees who have flocked to the region, will be in Dorchester Prep on a daily basis, tutoring and encouraging students. Meaningful projects and career exposure will lend purpose to academic achievement. Dorchester Prep will impart that sense of urgency and purpose that many outstanding charter schools are known for doing. MESCSA intends for one to know immediately upon entry, that Dorchester Prep is a special place of learning!

School growth plan: Dorchester Prep intends to have a smaller school community to promote a

stronger school culture. A smaller enrollment will allow for a reduced student-to-adult ratio, allowing staff to create a more individualized and differentiated education experience for the students. The school will adopt the slow growth model by adding a grade level every year for the first three years to ensure that it is able to focus on strengthening one grade level at a time. Dorchester Prep plans on enrolling 52 students in each grade for a total of 156 students once the school reaches maturity in its third year. In year one Dorchester Prep will enroll 52 students in sixth grade, year two 104 students in sixth and seventh grades, and year three 156 students in sixth, seventh, and eighth grades.

(b) How Dorchester Prep will be managed:

Governance: MESCSA will measure its governance by the standards of excellence for nonprofit operations.²⁷ The MESCSA Board governing Dorchester Prep has been established to ensure that: the mission, vision, objectives and goals for Dorchester Prep are met and upheld; the highest ethical standards are followed; fiduciary care is taken with resources; the community and parents have a role in the school; transparency in decision-making and communication is followed; all federal, state, and local requirements, including those delineated in the charter agreement, are met; appropriate policies are put into place and executed with fidelity; effective organizational planning is established and maintained; continuous improvement remains in the forefront; fundraising efforts are successful; and the Executive Director (ED) is held accountable for meeting the goals of the school.

Each MESCSA Board member has been carefully selected out of a larger group of potential individuals. The most important selection criterion has been, and will continue to be, mission

²⁷ Standards for Excellence Institute. (2011). *Standards of Excellence: An Ethics and Accountability Code for the Nonprofit Sector*.

alignment. After ensuring that each member is willing to do whatever it takes to increase student achievement, their personal skills and community connections were weighed and evaluated. Dorchester Prep is confident that it has a strong Board, with the appropriate skills to launch the school.

Roles and Responsibilities: The MESCSA reporting structure for Dorchester Prep will promote open, honest, clear and professional lines of communication between administration, staff, students and parents. MESCSA will adhere to business best practices in an effort to meet the needs of Dorchester Prep's clients, the students and their parents. Organizational policies will come from the MESCSA Board, flow through the ED and on to the appropriate staff. Similarly, staff suggestions will flow up to the ED and on to the MESCSA Board. The ED will be hired by the MESCSA Board, works at the will of the MESCSA Board, and will be evaluated by the MESCSA Board.

MESCSA has designed three additional executive positions to support the ED, each with its own areas of responsibilities and powers. These positions will report to the ED. This separation of responsibilities and powers will lead to efficiency, smooth operations, with the ultimate goal of high student achievement at Dorchester Prep. The Director of Curriculum and Instruction (DCI), the Director of Operations and Finance (DOF), and the Director of Advancement (DA) will have the power to make decisions under the purview of each position's responsibilities, with the supervision of the ED and the MESCSA Board. Pertinent information will flow through the specific Directors to the Executive Director and vice versa.

The ED will be expected to embody and advocate for the mission, vision, and strategic direction

of Dorchester Prep. The ED will establish and maintain a strong school culture, positive community relations, and the healthy viability of Dorchester Prep over time. The ED will be responsible for overall school performance, student and staff recruitment, proper financial and organizational management, and will be the primary liaison to the authorizer, DCBOE and the LEA, Dorchester County Public Schools (DCPS). The ED will oversee compliance with the school's charter and all relevant law and requirements set forth at the federal, state, and local levels. Additionally, the ED will oversee the recruitment and hiring of the DCI, DOF, DA, and other school staff and support personnel.

The Director of Curriculum and Instruction (DCI) will be responsible for curriculum, teaching and learning, and student achievement. In that capacity, the DCI will select curriculum, set class schedules, assist with the grouping of students for instruction, plan and direct professional development activities, assist with the hiring of the Dorchester Prep teaching staff, lead school-wide meetings, and provide coaching and feedback to the instructional staff. The DCI will observe classroom instruction daily, and seek and share best practices from other leading schools and professional journals. The DCI will also lead the Special Education services team that oversees the implementation of and compliance with any Individualized Education Program (IEP) plans.

The Director of Operations and Finance (DOF) will be responsible for leading and directing the daily operations of Dorchester Prep to ensure proper financial and programmatic oversight. This will include primary responsibility for: accurate and up-to-date financial records, student transportation, the National School Lunch Program (NSLP), non-instructional supplies and equipment, federal forms, payroll and benefits for Dorchester Prep staff, facility oversight, and

all financial records related to income, expenses, receipts, invoices, vendor payments, and other payments. The DOF will be expected to exercise proper financial controls, and to provide the ED with timely and accurate financial statements. The DOF will coordinate the annual financial review and audit, and work with the ED on budget proposals. The DOF will also collaborate with the ED to identify, secure, finance, renovate and/or construct the school's long-term facility.

The Director of Advancement (DA) will lead the school's advancement division. The DA will be responsible for shaping the organization's development strategy, provide grants administration and management, and will cultivate and maintain all external relations, including community, business, individual, and other strategic partnerships. The DA will coordinate fundraising efforts with the ED. (See Attachment 2 for more detailed descriptions of the roles and responsibilities of the ED, DCI, DOF, and DA.)

Human Resources Timeline: During the planning year, MESCSA intends to formally hire the Executive Director (who is currently operating on a pro-bono basis) and a DCI (a consultant is currently staffing this position on a pro-bono basis). These two executive positions, along with the MESCSA Board, will complete the school planning process, hire the teaching and support staff, and prepare to launch the school, beginning in Year 1 with only a sixth grade level. During Year 1 the ED will assume the duties of the DOF and DA positions, as well. Year 2 will see the addition of a seventh grade level and the DOF. Year 3 will see the addition of an eighth grade level and the DA. By Year 4 an Office Manager position will be added to the team. This slow growth model will ensure that MESCSA does not over-extend the organization and will allow Dorchester Prep to be stable and financially viable.

MESCSA anticipates that Dorchester Prep’s inaugural year will include fifty-two sixth grade students. Based on those projections, MESCSA will hire a cohort of teachers that includes: one mathematics teacher, one English/language arts teachers, one science and social studies teacher. A special education teacher/coordinator, instructional aides, a business manager, and an enrichment teacher will also be needed. Special education teachers will be hired as dictated by the needs of the Dorchester Prep student population, in compliance with the Individuals with Disabilities Education Act (IDEA) of 2004.

School Planning, Management Milestones, and Implementation Timeline: The eight months between the potential application approval and the first day of school will be extremely busy and crucial to the success of Dorchester Prep. The success in meeting of the milestones for staff recruitment, student recruitment, instructional initiatives/professional development, and board development set below will largely be the responsibility the Board, ED, and DCI. Other staff will be brought on board in the late spring and summer of 2014. The ED will have the responsibility to delegate tasks throughout the staff. Please see the Action Plan in Figure 3 below for an in-depth view of the tasks, milestones completion timetable, and responsibilities required to ensure a strong start for Dorchester Prep in August 2014.

Figure 3. Action Plan of Tasks, Timetable, and Responsibilities

Dorchester Preparatory Public Charter School									
Action Plan									
	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14
Task (Position Responsible)									
Teacher and Staff Recruitment									
Post staff job descriptions. (ED)									
Attend career fairs. (DCI)									
Interview staff job applicants. (ED/DCI)									

board. (Board/ED)									
Approve board bylaws and board policies. (Board)									
Hold Advisory Board meetings. (Board)									
Plan board calendar with development topics. (Board/ED)									
Visit high performing schools. (Board/ED)									
Approve all necessary school policies. (Board)									

Community Involvement: Feedback from parents, and the larger community gives the MESCSA Board and administration of Dorchester Prep useful information in setting procedures. With this information, procedures that are in the best interest of the students, with student achievement at the forefront, can be devised and implemented. This feedback data will be collected in three manners. First, a culture of openness and understanding will be fostered so that staff, parents, and the community feel free to verbally communicate with the school throughout the school year. Secondly, feedback forms, will be available in the lobby of the school to allow for written remarks to be anonymously submitted and read at all times. Lastly, the MESCSA Board will also ensure that a Community Committee, made up of parents and community members, has the support and resources necessary to become active participants in the future development of Dorchester Prep. The MESCSA Board will meet at least bi-annually with the Community Committee representative to review the school’s progress and seek input for modifications to the strategic plan and procedures.

Staff recruitment: MESCSA is purposefully planning its staff recruitment to include members of groups that have traditionally been underrepresented based on race, color, national origin, gender, age, or disability. MESCSA plans to consult with the following organizations in its search for school leadership and teaching staff: Nemnet Minority Recruitment (a national organization that assists with recruiting for public and private schools); the National Alliance of

Black School Educators; Carney Sandoe Associates (private firm that offers placement services for independent and charter schools); Teach for America alumni network; and the Urban Teacher Center alumni network (local non-profit that trains teachers specifically to work in low-income communities). Dorchester County, Maryland is located midway between the Chesapeake Bay and the Maryland Atlantic beach resorts. The Dorchester County area may be economically depressed, but it still has much to offer in the way of pastoral settings, boating, biking, and other outdoor recreational pursuits that MESCSA hopes will appeal to dynamic educators.

Qualifications of key personnel implementing the Dorchester Prep planning process:

The founding group, including organizational roles, of MESCSA consists of the following members:

- William Akridge, Founder & Executive Director, (See Attachment 3 for full resume.) A long time Eastern Shoreman, Mr. Akridge is the driving force MESCSA. He has wide experience in the education field and sees America falling further and further behind the rest of the world in education. He believes reinvigorating Dorchester County's schools through the establishment of Dorchester Prep will bring positive outcomes for the economy and community. Mr. Akridge has served as the Senior Operations Officer at Excel Academy Public Charter School in Washington, DC for the past two years. Mr. Akridge participated in the Emerging Leaders program of Building Excellent Schools (BES), the only organization in the country training education entrepreneurs to found, design, and lead high-performing charter schools. Nearly three-fourths of charter schools founded by BES alumni outperform district schools.²⁸

²⁸ <http://www.buildingexcellentschools.org>

- Judi Gieske, Board Chair, (See Attachment 4 for full resume.) Dr. Gieske is a longtime resident of the Eastern Shore who is committed to bringing positive change to students in the area. She practiced pediatrics in Cambridge and Easton, MD for 35 years. Recently retired, Judi feels closely aligned to the mission of MESCSA. Her organizational strengths have been formed through owning her own medical practice and sitting on various local nonprofit boards.
- Yvonne Penn, Board Treasurer. Rev. Penn is the ordained pastor of St. Luke's Methodist Church in Cambridge, Maryland. She has a vested interest in the success of the area's children, as many are her parishioners. She also brings counseling, grant writing, fundraising and budgeting skills to the table from her earlier professional career.
- Carolyn Williams, Board Secretary. Ms. Williams practiced law with Williams & Connolly in Washington, DC for over 30 years. She believes in education as a tool for reaching one's potential in life. She is a member of the board of directors for Court Appointed Special Advocates (CASA) of Dorchester County, illustrating her passion for positive outcomes for children.
- Ahmed Gawad, Board Member. Dr. Ahmed has been providing quality medical care to the children of Dorchester County for the last 16 years. His love of the area's children has kept him in Cambridge, even as more lucrative offers have come his way over the years. He manages the operations of his office and training of his staff.
- Richard Bernstein, Board Member. Mr. Bernstein owns LWRC International in Cambridge. As successful business owner and entrepreneur, he is always looking for skilled labor, often without success. He believes innovation in education can help turn the economic difficulties of Cambridge, Maryland around by supplying a better educated and

trained workforce for the 21st century.

- Andrew P. Harris, Board Member. Whether it is as a physician, as a veteran of the Naval Reserve, as a state senator, or now as a Congressman for the 1st Congressional District in Maryland, Representative Andy Harris has dedicated himself to serving his neighbors, community, and country. While serving in the Maryland State Senate, Andy was instrumental in the writing and passing of the Maryland Public Charter School Act in 2003. Andy's devotion to efficient government will be a service to MESCSA.
- Donna Spedden, Board Member. Ms. Spedden has devoted her life to the education of children. With over forty years of experience as both a classroom teacher and school principal, Ms. Spedden is an invaluable resource to MESCSA. Her knowledge and insights regarding DCPS and DCBOE are unmatched by any other Board member.
- Deborah Julian, Consultant and Advisor. Mrs. Julian has almost forty years of experience in the field of education, both as a classroom teacher and in leading professional development for teachers. Mrs. Julian worked closely with the education reform movement in Washington, DC for eight years in her role as Associate Director with the Banyan Tree Foundation. Her education portfolio work focused on the charter school sector, most particularly the work of NewSchools Venture Fund in DC. Mrs. Julian recently completed charter school board training with Charter Board Partners, a DC-nonprofit dedicated to promoting and fostering strong governance for charter schools.

Application status with DCBOE: MESCSA submitted its letter of intent to apply for a charter to DCPS on 02/04/13, the concept proposal on 03/25/13, and plans to submit its final application packet on or before 09/03/13. In Maryland, charter schools must be authorized by the local school board, in this case Dorchester County Board of Education (DCBOE).

This will be the second application for MESCSA, after having its first charter school request denied on 12/20/12 by the DCBOE. In the initial application process with DCPS there was confusion within DCPS regarding the actual application form to be used by MESCSA, and the Dorchester County Board of Education Charter School Policy 390.4 was not given to MESCSA. There were considerable delays in receiving requested information, such as the per pupil funding allowances. Disclosure of the use of Title 1 funds and other critical information, including the process to request waivers from local rules, was not forthcoming. MSDE recommends that the *Maryland Charter Schools Model Policy and Resource Guide* and the *Special Education in Charter Schools: A Resource Primer for the State of Maryland* be given to applicants and that the authorizer, in this case DCBOE, “initiate discussions and technical assistance between the applicant and the school system staff concerning all aspects of the prospective public charter school”. Notwithstanding, MESCSA secured the necessary planning documents, guidelines, and other materials and completed the application process with DCPS on 09/03/12. DCPS responded on 10/15/12 with a letter requesting written responses within 30 days to 76 new, additional questions. MESCSA complied. On 12/12/12 MESCSA was given 45 minutes to present its application in person to a team from DCPS. Following the presentation no clarifying questions were asked of the MESCSA. On December 12/20/12 DCBOE voted to deny the charter application, based on the recommendation of the DCPS Superintendent.

It was well into 2013 before MESCSA received any requested clarification on the scoring rubric used to evaluate the 2012 charter application. The original subjective scoring notes (the only scoring process used by DCPS) were not retained by DCPS, so MESCSA has never seen the original concerns or questions regarding the application. MESCSA made the decision to start

afresh in 2013, having learned a great deal from the previous application process. MESCSA initiated two face-to-face meetings with the DCPS Superintendent and two Assistant Superintendents to clarify the application process, to hear firsthand the concerns and questions from DCPS, and to try to set the course for a smoother application process in 2013.

MESCSA has carefully considered the feedback received, sought clarification regarding the application requirements and process, added two new key members to its Board, and has devoted considerable time and study to strengthening its education program and operation plans for Dorchester Prep. MESCSA is confident that its 2013 application will demonstrate that it is prepared to offer a high-quality charter school option for middle school students in Dorchester County.

Performance Contract: MESCSA is in the application process with DCPS and does not yet have approval and a Performance Contract. DCPS is following the MSDE recommended charter school policy and application process; therefore, MESCSA anticipates that DCBOE will be utilizing the MSDE Maryland Charter Schools Model Performance Contract. (See Attachment 5 for a copy of the MSDE model Performance Contract.)

(c) Objectives of Dorchester Prep:

Short-term objectives: Students will enter high school with the academic proficiencies and skills that will allow them to be successful in high school and an asset to their schools and communities. The primary performance measure of these short-term objectives will be: After each full year of attendance at Dorchester Prep, MSA/PARCC scores of Dorchester Prep

students will rise by at least 15%, with a target three-year goal of 80% of all students reaching the proficient or advanced level.

Long-term objectives: Dorchester Prep alumni will be high school graduates prepared for success in post-secondary education and/or the workplace, well-positioned to be productive and engaged citizens in their communities. The primary performance measure of these long-term objectives will be: An increased high school graduation diploma rate for Dorchester Prep's student cohort at a level of at least 20% higher than a comparable DCPS student cohort, and an increased college degree attainment rate for Dorchester Prep's student cohort at a level of at least 20% higher than a comparable DCPS student cohort.

Methods to be used to determine progress towards objectives: MESCSA intends to employ a variety of tools and data to determine its progress towards the short-term and long-term objectives of Dorchester Prep and the operational success of the school. Student progress on NWEA, MSA, and eventually PARCC assessments begins the school evaluation process. Dorchester Prep students will be carefully monitored for annual progress that will enable students to graduate from Dorchester Prep in eighth grade having reached or surpassed the short-term objectives. Teachers, students, and parents will set individual annual student targets so that everyone is clear where students are headed. Interim assessments throughout the school year will allow teachers, parents, and students to monitor progress, plan additional interventions/supports, set course corrections, and celebrate progress along the way.

MESCSA will employ a teacher evaluation system that is based on student achievement, classroom observation data, leadership contributions, and the effective implementation of

Dorchester Prep's character education program. This teacher effectiveness data will inform progress towards Dorchester Prep's objectives. Teacher growth, retention, and a healthy succession/advancement plan will also be indicators of the success of Dorchester Prep.

Responses to parental, student, and staff surveys will be carefully studied and used to inform progress towards school goals. Additionally, student attendance records, discipline referrals, and the rate of re-enrollment of students from year to year will be documented as another means of evaluating the success of Dorchester Prep. MESCSA will also track its progress towards closing the achievement gap of its Dorchester County students. MESCSA intends to move towards collaboration with Dorchester County Public Schools, making Dorchester Prep's best practices available for study by the LEA, as well. DCBOE's annual formal evaluation of Dorchester Prep's progress will be yet another performance measure of success.

All public schools in Maryland, including charter schools, now also participate in the annual Maryland Report Card. Every school is issued a "report card" where data on MSA scores, school progress, Annual Measurable Objectives (AMOs), ESEA Flexibility, demographic, enrollment, and attendance data, and other supporting facts are recorded. Every stakeholder can now measure student growth from year to year, and can track the progress of Dorchester Prep against other Dorchester County Schools and statewide averages.

(d.) Administrative relationship between Dorchester Prep and the authorizer, Dorchester County Board of Education (DCBOE):

Flexibility afforded by the SEA, Maryland Department of Education, and the LEA, Dorchester County Public Schools: The Maryland Public Charter School program was adopted into law in

2003 through Title 9, §101-110 of the Education Article of the Code of Maryland, with the express purpose of providing “innovative learning opportunities and creative educational approaches to improve the education of students”.²⁹ The MSDE flexibilities for charter schools includes: leadership of the school; education program/curriculum and instructional approaches; program emphasis; staffing innovations; and budgeting priorities. MESCSA will have autonomy over Dorchester Prep’s budget, expenditures, and daily operations. The “trade-off” that helps to support the public charter school initiative is that with increased flexibility there is the continued expectation of strong accountability and the promise of improved student achievement. The DCPS flexibilities included in the Dorchester County Board of Education Charter School Policy 390.4 mirror the state flexibilities.³⁰ (See Attachment 6 for a copy of the MSDE Policy – The Charter School Program. See Attachment 7 for a copy of the Dorchester County Board of Education Charter School Policy 390.4.)

Within the state of Maryland all professional staff of charter schools must hold appropriate Maryland certification and are defined as public school employees, as defined in §§6-401(d) and 6-501(f) of the Education Article, *Annotated Code of Maryland* and shall have all rights contained therein. Existing employee organizations and Dorchester Prep can mutually agree to negotiate amendments to an existing agreement to address the needs of Dorchester Prep. MESCSA will be requesting a waiver from Regulation C1 of the Dorchester County Board of Education Charter School Policy 390.4, the requirement that the Superintendent of Schools

²⁹ http://msde.maryland.gov/.../FCB60C1D-6CC2-4270-BDAA-153D67247324/33262/2011_Charter_School_Report.pdf

³⁰ <http://www.boarddocs.com/mabe/dcps/Board.nsf/Public>

retains the authority to assign and transfer educators as the needs of the system require. A number of other Maryland charter schools have successfully been granted waivers in this area, both at the LEA and SEA level.

Administrative relationship with DCPS and the DCBOE: DCBOE is the authorizer of charter schools within Dorchester County and will be responsible for negotiating the terms of the Charter Agreement. DCBOE will determine annually the appropriate amounts of local, state and federal funding to be distributed to Dorchester Prep, commensurate with its other public schools. DCBOE is permitted to withhold final approval of a Performance Contract pending MESCSA's identification and leasing of an appropriate facility that meets the health and safety requirements and the specific needs of the education program. An annual report will be presented to the DCBOE, including: fiscal management, student achievement, and any other matters required pursuant to the Performance Contract. Based on MESCSA's discussions with the Superintendent and his staff, William Akridge will serve as primary liaison with DCBOE and DCPS staff, and Dr. Lorenzo Hughes, Assistant Superintendent for Instruction, and Gary McCabe, Assistant Superintendent for Administration, will act as primary liaisons for DCPS.

(e). Community engagement in the planning, program design, and implementation of the charter school: The founding group has assessed parental demand for Dorchester Prep through various means. Copious meetings with members of the community have been held to enlist their support for the school. MESCSA has conducted 25 community meetings and other outreach efforts over the past year, so that it could discuss with the community its interest and receive input on what the community perceives should be included in plans for a charter middle school. Also, over 500 people have signed a petition (in-person and online) urging the DCBOE to approve the charter

for Dorchester Prep. William Akridge has been interviewed on three occasions by the local radio station and the local newspaper has reported on the charter school plans on several occasions, including two unsolicited pro-charter school editorials. (See Attachment 8 for copies of two Star Democrat newspaper articles.) MESCSA is excited to report that community interest is high. Over the course of the past year, William Akridge and Judi Gieske have visited a number of local Dorchester County church services; again, seeking community engagement and input. Recently, Maryland's Comptroller, Peter Franchot, requested a meeting with representatives of MESCSA to discuss the progress of MESCSA's 2013 charter school application process. MESCSA is currently in the process of identifying parents of potential students who might be interested in joining the Board as it continues the school planning process.

(f.) How the Dorchester County Board of Education (DCBOE) will provide for continued operation of the Dorchester Prep beyond the life of the Federal grant: MESCSA is seeking a five-year charter from DCBOE. As long as MESCSA meets and/or exceeds its academic, fiscal and legal goals and responsibilities it will be allowed to continue to operate until such time as the charter agreement expires. At that five-year mark, MESCSA intends to negotiate a new charter agreement with DCBOE. Upon expiration of these grant funds, MESCSA intends to have Dorchester Prep open, equipped, and receiving the per-pupil state funding from DCPS. MESCSA's board will work diligently to develop a long-range sustainability plan, including the building of reserve funds from philanthropic support and other fundraising.

(g.) Anticipated CSP waivers: No waivers requested.

(h.) How the grant funds will be used: The purpose of this grant application is to secure funds for the remainder of the charter school planning process and the initial implementation of Dorchester

Prep, the proposed 6-8 grade middle charter school designed to work to close the achievement gap and to raise graduation rates and college completion rates in Dorchester County, Maryland. MESCSA is anxious to fill the Director of Curriculum and Instruction position. This DCI position is temporarily being filled at the present time by a pro-bono consultant. Curriculum, assessment and other technology software, teaching tools, and digital learning equipment need to be secured for the opening 6th grade class. The Executive Director holds a full-time position in a DC charter school, but needs to be able to transition to Dorchester Prep to complete the facility plan and to get the operations aspect of Dorchester Prep up and running.

Securing this funding is critical to the start-up of Dorchester Prep. Most of the usual avenues of start-up charter school funding are not available to MESCSA due to the location of the school in a rural area of Maryland. The SEA does not award any start-up funding or facilities allowance. National education reform funders are concentrating their efforts on replicating high-performing charter management organizations (CMOs) and/or restrict their funding to specific urban areas. Local funders are hesitant to fund something that is politically sensitive or unknown. The approval of this grant will assist with leveraging much-needed additional private funding for start-up. MESCSA has begun efforts to secure private funding, and is pleased to report that it has secured conditional grant approval from the Mid-Shore Community Foundation in the amount of \$105,000 (\$50,000 upon approval by DCBOE, \$35,000 upon opening of Dorchester Prep, and \$20,000 for the start of Year 2 of the school). MESCSA is also preparing to submit a request for grant funding from the USDA Rural Development Community Facilities Program for facilities improvements.

(i.) How students in the community will be informed, recruited, and given opportunity to attend

Dorchester Prep:

Recruitment: It is crucial that the entire community of Dorchester County has equal access to Dorchester Prep. Dorchester Prep plans to continue to inform the community of this new middle school option via email, telephone, mailers, television, internet, website, word of mouth, as well as with door-to-door visits. Since Dorchester Prep will be the first charter school in the entire region, door-to-door visits may be especially useful, so that relationships within the targeted communities can be established and to ensure that any confusion or misinformation is kept to a minimum. Special care will be taken to make clear that as a public charter school Dorchester Prep will be: 1) tuition-free and open to every Dorchester County middle school student who wished to enroll; 2) non-sectarian and will not discriminate on any basis; 3) publicly funded by local, state, and federal tax dollars based on enrollment, like other public schools, and 4) held accountable to state and federal academic standards.

Registration & Lottery Procedures: All prospective students will complete a registration packet. Applications will be available during a publicly-advertised open enrollment period each year; beginning January 1 and continuing through March 31 each calendar year. Submitted applications will be date and time stamped, and student names will be added to an application roster receipt. On April 1 the applications will be counted to determine if any grade level has received a number of applications that exceeds available seats. In this event, Dorchester Prep will hold a public random lottery to determine enrollment for the impacted grade level. The only selection preference will be for siblings of Dorchester Prep students (beginning in Year 2 of the school operation). The lottery will be open to the public. In the event that any particular grade level has not reached capacity through the registration process by March 31, open registration will continue until that grade level has reached capacity.

The lottery will be led by an impartial party, preferably a respected public figure from the community. All names drawn in the lottery process will be posted visibly, in the order selected. Lotteries will be conducted by grade level, with all lotteries occurring on the same day in a single location. If the name of a sibling to a Dorchester Prep student is drawn, that sibling will be assigned the next available numerical ranking for the appropriate grade level. All lottery results will be published online, posted in hard copy in public locations, and mailed to every applicant. Admission to Dorchester Prep will be offered to students according to their numerical ranking until capacity is reached. Families offered admission will have two weeks to confirm their registration in writing. Families declining admission or who fail to complete the school registration process will forfeit admission to Dorchester Prep. Dorchester Prep will establish and maintain a waiting list through the end of the following school year. Should seats become available due to declination after the lottery, failure to complete registration, or through any other attrition during the following school year, students from the wait list will be contacted, in numerical order, to apprise them of the opening.

Access: The opportunity to attend Dorchester Prep also means that a creative approach will need to be employed to ensure that as many students as possible have easy access to the school. MESCSA has discussed with DCPS the option of creating transportation hubs (bus stops) from one or more DCPS schools directly to Dorchester Prep. MESCSA envisions using these hubs to transfer students to one or more buses for the final transportation leg to and from Dorchester Prep. Dorchester Prep will need to coordinate its school day hours with DCPS in order to facilitate this joint transportation effort. If a partnership transportation hub plan is not approved by DCPS, MESCSA will contract with local transportation vendors to transport its students.

(j). Meeting the Needs of Special Education Students: The federal laws (and their regulations) that have the most relevance for implementing special education at Dorchester Prep are: the Individuals with Disabilities Education Act (IDEA) of 2004; the Elementary and Secondary Education Act (ESEA), reauthorized as the No Child Left Behind Act (NCLB) of 2001; Section 504 of the Rehabilitation Act of 1973 (504); the Americans with Disabilities Act (ADA); and the Family Education Rights and Privacy Act (FERPA).

According to the MSDE guidelines for special education in Maryland charter schools³¹, Dorchester Prep students with disabilities and their parents will retain all rights under IDEA that they would receive in a traditional Maryland public school. They will be served at Dorchester Prep in the same manner as the LEA, DCPS, serves students with disabilities in its other schools, in compliance with Section 613(a)(5) of IDEA. Further, DCPS must provide supplementary and related services on site at Dorchester Prep to the same extent to which DCPS has a policy or practice of providing such services on site at its other public schools. Additionally, DCPS is mandated to provide funds under this part to Dorchester Prep on the same basis as DCPS provides funds to its other public schools, including proportional distribution based on relative enrollment of children with disabilities, and at the same time as the agency distributes other federal funds to the other DCPS public schools, consistent with MSDE's charter school law.

Dorchester Prep is considered to be a school in the LEA; therefore, DCPS is responsible for ensuring that IDEA requirements are met at Dorchester Prep. DCBOE must ensure that, prior to

³¹ Division of Special Education/Early Intervention Services. (2006). *Special Education in Charter Schools: A Resource Primer for the State of Maryland*. Baltimore, MD: Maryland State Department of Education.

approving the opening of Dorchester Prep, MESCSA has been informed of the human, fiscal, and organizational capacity needed to fulfill Dorchester Prep's responsibilities related to students with disabilities. Additionally, DCBOE is called upon to ensure that the authorizing process for Dorchester Prep and the application address the roles and responsibilities of DCPS and MESCSA, consistent with the 2004 regulations and the Code of Maryland Regulations (COMAR) 13A.05.01: Provision of a Free Appropriate Public Education and COMAR 13A.05.02: Administration of Services for Students with Disabilities.

MESCSA has discussed with DCPS the need for clarity in compliance of special education at Dorchester Prep. MESCSA will request that its Performance Contract follow MSDE's Performance Contract model. Sections 1.19.1 through 1.19.19 of that Performance Contract specify all terms of Special Education Services for charter school students. (See Attachment 5 for a copy of the MSDE Maryland Charter Schools Model Performance Contract.)

It will be the responsibility of MESCSA to implement the Individualized Education Program (IEP) of any special needs student attending Dorchester Prep. MSDE and DCPS are to provide technical assistance to MESCSA to help Dorchester Prep meet the requirements of federal and state laws, including 20 U.S.C. §1400, et seq (IDEA) and §504 of the Rehabilitation Act of 1973, 29 U.S.C §794.

In plain language, MESCSA will not only follow the letter of the law with regard to students with disabilities, it will embrace the spirit of the law that all children, regardless of any disability, should receive a quality education that maximizes their potential. MESCSA believes that students are immeasurably enriched by studying alongside students of all kinds and abilities.

Dorchester Prep will hire certified special education teachers in accordance with the needs of its student population, and will scrupulously develop and implement IEPs, creatively devising options that will maximize student achievement. Dorchester Prep will work closely with DCPS to ensure that all special education students receive the particular services needed for success.

Additionally, MESCSA plans to implement a Response to Intervention (RTI) model that will allow the school to be nimble and responsive when educational or behavioral issues first arise.³² The first component will be to match high quality research-based intervention to student's educational and behavioral needs. Second, progress monitoring will be used to assess the need for changes in instruction or goals. Third, student responses from progress monitoring data will be included as important educational decisions are made, which might include additional levels or tiers of instructional intensity, or possibly eligibility for special education. As teachers, administrators, and members of intervention teams use student performance data to inform instructional decisions and monitor the fidelity of implementation of tiered instruction in a Response to Intervention (RTI) model, Dorchester Prep will be able to ensure that students receive the appropriate increasing or decreasing levels of intervention. Use of this RTI approach will also ensure that students needing special services do not go undetected, but receive timely and appropriate intervention and support.

³² Bianco, S. (2010). *Improving Student Outcomes: Data-driven Instruction and Fidelity of Implementation in a Response to Intervention (RTI) Model*. Arlington, VA: Council for Exceptional Children.

LETTERS OF SUPPORT

RICHARD F. COLBURN
57th Legislative Session
Charles County - Dorchester County
Talbot County - Western County

Higher and Technical Commission
Capital Budget Subcommittee
Public Safety, Transportation,
and Environment Subcommittee

Executive Nominations Committee
Legislative Policy Committee

Joint Committees
Administrative, Executive,
and Legislative Review
Cassatank and Atlantic Coastal
Bay Coastal Area



THE SENATE OF MARYLAND
ANNAPOLIS, MARYLAND 21401

To Reply Please Return to Office Indicated

Annapolis Office

James Senate Office Building
11 Bladen Street, Room 325
Annapolis, Maryland 21401
410-841-1192
800-492-7122 Fax: 410-326-
Richard.Colburn@senate.state.md.us

Cambridge Office

5100 Lincoln Road
Cambridge, Maryland 21613
410-326-3222 Fax: 410-326-3222
Fax: 410-326-3222

May 30, 2012

Dear Dorchester County Board of Education,

It is my duty and pleasure to write to you this letter in support of Maryland Eastern Shore Charter School Alliance's (MESCSA) efforts to bring a quality choice of public education to the students and parents of Cambridge and Dorchester County with the opening of Dorchester Preparatory Public Charter School in the fall of 2013. Please, grant them their request for a charter to allow them to accomplish this most important endeavor.

I have personally met with William Akridge, the founder of MESCSA, and have faith that he will create an environment that will foster elevated student achievement. He is in the process of putting together a team including prominent Eastern Shore educators that will be able to utilize this opportunity to better serve our area's youth.

As public officials, creating and maintaining a strong, progressive, and relevant education system that produces capable citizens is our responsibility. Charter schools have been shown to support this idea and increase student achievement across the nation, especially for student populations that have traditionally underperformed. We must enhance the avenue for progress in our education system in any way we can.

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Richard F. Colburn

ADDIE C. ECKARDT
Legislative District 27B
Constitution, Deliberations, Ethics
and Whistleblowers Commissions

Appropriations Committee

Subcommittees:
Capital Budget
Health and Human Resources
Civil Rights Commission on Resolutions

Spending Bill Initiative Committee

Joint Committee on Administration
Executive and Legislative Review



The Maryland House of Delegates

ANNAPOLIS, MARYLAND 21401

June 4, 2012

Staple Office
The Maryland House of Delegates
500 North Street, Room 212
Annapolis, Maryland 21401
410-326-3349
fax 410-326-3349
Hours: 9:00 a.m. - 4:00 p.m.
Web site: hcd.house.maryland.gov

Public Office
601 Locust Street, Suite 502
Cambridge, Maryland 21613
410-221-8561

Mr. James M. Bishop, President
Dorchester County Board of Education
700 Glasgow Street
Cambridge, MD 21613

Dear President Bishop and Board Members,

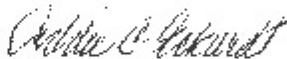
I am writing in support of Maryland Eastern Shore Charter School Alliance's (MESCSA) efforts to bring a quality choice of public education to the students and parents of Cambridge and Dorchester County with the opening of Dorchester Preparatory Public Charter School in the fall of 2013. Please, grant them their request for a charter to allow them to accomplish this most important endeavor.

I have personally met with William Akridge, the founder of MESCSA, and have faith that he will create an environment that will foster elevated student achievement. He is in the process of putting together a team including prominent Eastern Shore educators that will be able to utilize this opportunity to better serve our area's youth.

As public officials, creating and maintaining a strong, progressive, and relevant education system that produces capable citizens is our responsibility. Charter schools have been shown to support this idea and increase student achievement across the nation, especially for student populations that have traditionally underperformed. We must enhance the avenue for progress in our education system in any way we can.

If additional information is needed, please contact my office at 410-221-8561.

Sincerely,


Addie C. Eckardt

ACE:fm

cc: Lorraine T. Henry, Vice President
Philip L. Bramble, Jr.
Glenn L. Bramble
Glenn Payne



Excel Academy Public Charter School
Educate. Empower. Excel.

August 31, 2012

Dr. Henry Wagner, Jr.
Superintendent
Dorchester County Board of Education
700 Glasgow Street
Cambridge, MD 21613

Dear Dr. Wagner:

As Chief Executive Officer of Excel Academy Public Charter School in Washington, DC it is my extreme pleasure to support William Akridge, Executive Director of Maryland Eastern Shore Charter School Alliance, in his efforts to lead an organization working to bring another quality choice in public education to the students and parents of Cambridge and Dorchester County. I wholeheartedly recommend their request for a charter to assist in accomplishing this goal.

I have had the privilege of working with and getting to know Mr. Akridge over the past year as an employee of Excel. He has held the position of Operations and Advancement Officer and has done an amazing job fully executing on his responsibilities with fidelity. His business acumen, leadership, and "can do" attitude has solidified him as a strong member of our team. No job is too big or too small for Mr. Akridge. He is a team player driven by a singular purpose: to get positive results for our scholars.

Mr. Akridge's growth in the past year has been considerable. Upon joining Excel, his knowledge of the academic program was clearly evident. He set his mind to better understand the operations behind running a school and his strength in this area surfaced. I unreservedly believe that he will lead an organization that will bring significant positive results to the students of Dorchester County. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kaye Savage".

Kaye Savage
Founder & CEO

2501 Martin Luther King, Jr. Avenue, SE
Washington, DC 20020
202.373.0097 Office • 202.373.0477 Facsimile
www.excelpcs.org

Attachment 2. Partnership Letters



Post Office Box 73
Cambridge, MD 21613-0073
(410) 228-8200
Fax (410) 221-8490
<http://www.umces.edu>

November 14, 2012

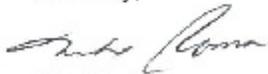
William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern,

Several members of our faculty met with the Maryland Eastern Shore Charter School Alliance and were impressed by its plans to create an environment that will foster student achievement.

The UMCES Horn Point Laboratory looks forward to supporting the expanded educational opportunities in S.T.E.M. disciplines for the students of Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. In the same manner that we have always enjoyed partnering with so many of the schools on the Eastern Shore for environmental science education, we look forward to exploring a similar partnership with the new charter school.

Sincerely,



Mike Roman

Director, The Horn Point Laboratory

AN INSTITUTION OF THE UNIVERSITY SYSTEM OF MARYLAND



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor
John R. Griffin, Secretary
Joseph R. Gill, Deputy Secretary

November 1, 2012

William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern,

I have been in communications with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

The Maryland Park Service plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, the Maryland Park Service will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations. Specifically, we are establishing a partnership focused on environmental literacy, engaging field experiences, and meaningful service learning projects.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

Jessica R. Conley
Park Ranger Lead
Tuckahoe State Park Complex
410-820-1668



The Pine Street Committee, Inc.
616 - B Pine Street
P.O. Box 494
Cambridge Maryland 21613



Phone: 410 901 - 1397
Fax: 410-901 - 1398
Email: empowermentcenter@gmail.com
cambridgeempowermentcenter.com

November 8, 2012

William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern:

I have personally met with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

The Pine Street Committee, Inc. plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, The Pine Street Committee, Inc. will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,


Portia Johnson-Ennels, Treasurer
The Pine Street Committee, Inc.
410-901-1397



Cambridge International

105 Goodwill Rd.
Cambridge, MD 21613
410-228-3000
www.cambridge-intl.com

November 1, 2012

William Alkridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom it May Concern,

I have personally met with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

Cambridge International plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, Cambridge International will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

Tracy Tyler
President & CEO
Cambridge International
410-228-3000

[Like Us on Facebook](#) | [Follow Us on Twitter](#) | [Join Us on LinkedIn](#)



Ted Karlatas
General Manager

Hyatt Regency Chesapeake Bay
Curtis Restaurant, Spa and Marina
100 Harbor Boulevard
Cape Charles, MD 21613 USA

Telephone: 410.501.6210
FAX: 410.501.6220

November 1, 2012

William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern,

I have personally met with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

Hyatt Regency Chesapeake Bay plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, Hyatt Regency Chesapeake Bay will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Karlatas".

Ted Karlatas
General Manager



CROSBY &
ASSOCIATES

Architecture + Planning + Interiors + Product Design

November 1, 2012

William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern,

I have personally met with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

Crosby & Associates, AIA, LLC plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, Crosby & Associates will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

Timothy F. Crosby, AIA
Principal

507 Court Lane
Cambridge, MD 21613
Tel. 410.221.6508
Cell 410.476.1133



DLA Piper LLP (US)
The Mercury Building
622b Smith Avenue
Baltimore, Maryland 21209-3600
www.dlapiper.com

Thomas S. Pilkerton
thomas.pilkerton@dlapiper.com
T 410.500.4124
F 410.500.3124

March 23, 2012
EML

Privileged & Confidential
Attorney-Client Communication

William Akridge
26191 Harlegh Lane
Oxford, MD 21654

Re: Maryland Eastern Shore Charter School Alliance Ltd. – Pro Bono Representation

Dear William:

This letter agreement confirms the terms and conditions under which DLA Piper LLP (US) ("DLA Piper" or the "Firm") will represent Maryland Eastern Shore Charter School Alliance Ltd. ("MESCSA") on a pro bono basis.

The Firm agrees to serve as counsel to MESCSA with respect to the following limited representation: obtaining tax-exempt status, general corporate matters and other engagements requested by MESCSA and accepted by the Firm from time to time. Unless we specifically agree in writing, MESCSA will be our only client in this matter. By entering into this engagement, the Firm is not undertaking the representation of anyone else and the Firm is not undertaking professional responsibilities or fiduciary duties to anyone other than MESCSA.

Tom Pilkerton will be responsible for supervising or performing work related to this matter. Tom Pilkerton may assign tasks to others in the Firm and will make himself reasonably available to you to discuss, and work with you, on the matter. It is our practice to assign tasks among lawyers, legal assistants and clerks in a way that produces efficient allocation of the work given the nature of the specific project.

Because we are undertaking this matter on a pro bono basis, the Firm does not intend to bill you or anyone else for our fees for professional services related to this matter. The Firm will pay for certain miscellaneous costs associated with such representation, including routine and incidental copying charges, long distance telephone charges, occasional postage charges, and other such routine and incidental fees necessary for our representation of MESCSA. However, MESCSA agrees to pay certain other expenses of a non-incident nature, such as filing and registration fees that are required by state and other governments. The Firm will endeavor to specifically identify fees and expenses to be paid by MESCSA before they are incurred so that MESCSA can assess the decision to incur such costs.

MESCSA and the Firm agree that their attorney-client relationship is consensual, and that this attorney-client relationship is terminable any time, by either party, with or without cause. The Firm will observe and discharge its duties to MESCSA under applicable legal ethics rules during the existence of the attorney-client relationship and after that relationship has ended for whatever reason.

During our representation, we will of course keep you reasonably informed about significant developments. We will communicate information and advice to enable you to appreciate the significance



William Akridge
March 23, 2012
Page Two

of developments, and we will promptly comply with reasonable requests for information. We will consult with you, and will abide by your decision concerning the objectives of this representation, subject to our other ethical obligations.

MESCOSA agrees that DLA Piper may include a summary of this engagement and/or the results (without reference to your name) in its pro bono newsletter, annual reports, firm website and other firm marketing materials.

DLA Piper is a large law firm with offices in various locations throughout the United States. We may currently represent, or in the future may represent, one or more other clients in matters adverse to MESCOSA. For example, we may represent other clients in corporate matters (including mergers and acquisitions, takeovers, and other change-in-control issues and transactions) and commercial transactions (including preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings), or in other matters and transactions involving MESCOSA on behalf of these or other clients where we do not represent MESCOSA on the same matter, or on legislative or policy matters, or administrative proceedings that may involve or affect MESCOSA and/or any affiliate of MESCOSA. We understand that MESCOSA consents to the Firm's current and future representation of any such other clients in any of such matters without the need for any further consents from MESCOSA. We understand that no such direct conflict would exist where the representation of another client is not substantially and adversely related to the matters the Firm is handling for MESCOSA, or where the Firm's representation of either MESCOSA or another client would involve legislative issues, policy issues, or administrative proceedings unrelated to the representation of the other. We do not view this advance consent to permit unauthorized disclosure or use of any client confidences.

If you have questions about any aspect of our arrangements from time to time, feel free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you.

If the scope of the services we are to render to you and terms of the engagement are satisfactorily described above, please indicate your agreement by signing the enclosed copy of this letter and returning it to us. Thereafter, unless we agree in writing to alter these arrangements, we will assume that these terms are acceptable to you for this matter and for all future matters on which you retain DLA Piper to serve you.

We look forward to representing you and will endeavor to provide effective, prompt and responsive legal services at all times.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas S. Pijkerton'.

Thomas S. Pijkerton



CBIZ MHM, LLC
28614 Marlboro Avenue, Suite 103
PO Box 1187
Easton, MD 21601 • www.cbiz.com
Ph: 410.822.6950 • F: 410.820.9042

November 1, 2012

Mr. William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

Dear Mr. Akridge:

I have personally met with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

CBIZ MHM, LLC plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, CBIZ MHM, LLC will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Joseph E. Carrico".

Joseph E. Carrico, CPA
CBIZ MHM, LLC
410-822-6950 Ext. 167



November 1, 2012

William Aldridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern:

I write with my support of the Maryland Eastern Shore Charter School Alliance (MESCSA), believing that this organization has great potential to create an environment dedicated to fostering elevated student achievement. I applaud the Dorchester County Public School's consideration of this new organization, and believe that Dorchester County's youth will benefit positively from the options made available through MESCSA.

CASA offers its support as a partner to the Maryland Eastern Shore Charter School Alliance in assisting efforts to provide exciting options to local children in public education with the planned opening of Dorchester Preparatory Public Charter School.

I look forward to working with MESCSA in this opportunity that will benefit the students, parents, and greater community of Dorchester County.

Sincerely,

Robin Davenport
Executive Director



November 1, 2012

William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern,

I have personally met the Executive Director of the Maryland Eastern Shore Charter School Alliance. I am familiar with the plans that are being developed for Dorchester Preparatory Public Charter School. As a local mental health provider I am excited by the innovative and supportive program that will encourage strong student achievement.

Corsica Family Therapy (CFT) is interested in working with Maryland Eastern Shore Charter School Alliance to provide mental health services to students as needed. CFT is also available to provide professional development and assistance to the staff of Dorchester Prep. Upon receipt of a charter from the Dorchester County Board of Education, CFT will work with the Maryland Eastern Shore Charter School Alliance on a plan to provide necessary services.

As clinical director and therapist of CFT I have nine years of experience, including clinical services to middle school students in a public school setting on the Eastern Shore. I specialize in working with children and families around issues of depression, anxiety, life changes, grief, school issues, and other concerns. I provide individual, family, and group services.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

Rebecca A. Cook, LCSW-C
Corsica Family Therapy
205 E. Water St., Suite C
Centreville, MD 21617
(410) 490-7357
rebeccacook@corsicafamilytherapy.com



TIMOTHY D. JUNKIN, ESQ.
EXECUTIVE DIRECTOR
DREW KOSLOW
CHOPTANK RIVERKEEPER®
TOM LEIGH
MILES-WYE RIVERKEEPER®

midshoreriverkeeper.org

info@midshoreriverkeeper.org

November 1, 2012

William Akridge
Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

To Whom It May Concern,

I have personally met with the Maryland Eastern Shore Charter School Alliance and have faith that this organization will create an environment that will foster elevated student achievement. This team, including prominent Eastern Shore educators, will be able to utilize this opportunity to positively serve our area's youth.

Midshore Riverkeeper Conservancy (MRC) plans on entering into a partnership with Maryland Eastern Shore Charter School Alliance to assist in its efforts to bring a choice in public education to Dorchester County with the planned opening of Dorchester Preparatory Public Charter School. Upon receipt of a charter from the Dorchester County Board of Education, MRC will work with the Maryland Eastern Shore Charter School Alliance to finalize the contract between the two organizations.

I look forward to a fruitful partnership that will benefit the students, parents, and greater community of Dorchester County. Please, do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy D. Junkin", is written over a faint, larger version of the signature.

Timothy D. Junkin



JAMES B. RICHARDSON FOUNDATION, INC.

P.O. Box 1198 • Cambridge, MD 21613

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November 13, 2012

Maryland Eastern Shore Charter School Alliance
28181 Harleigh Lane
Oxford, MD 21654

Attn: William Alkrige

Dear Mr. Alkrige,

The Board of Directors is pleased to support the Maryland Eastern Shore Charter School Alliance's effort to bring a choice in public education to Dorchester County with the planned opening of the Dorchester Preparatory Public Charter School.

There is a segment of underserved youth in the City of Cambridge that should be given the opportunity to learn in an environment that will foster elevated student achievement. Developing a support network of dedicated teachers, involved families and motivated students will not only facilitate the education of the student but also unlock their full potential to become a successful citizen.

Upon receipt of a charter from the Dorchester County Board of Education, the Foundation would like to discuss the possibility of entering into a partnership with the Maryland Eastern Shore Charter School Alliance. The Community Learning Exchange, a division of the Foundation, could be a resource for tactical application of math skills through boat building.

On behalf of the Board of Directors, I wish you much success with this worthwhile endeavor. Please contact me as plans solidify.

Sincerely,

Victor H. MacSorley
Chairman/Board of Directors

ROLES AND RESPONSIBILITIES

Decision making and responsibility for the success of Dorchester Prep ultimately falls on the shoulders of the Executive Director. Under the direction of the ED the DCI, DOF, and the DA have specific roles and responsibilities that will enable the school to reach and maintain this success.

The ED is responsible for overall school performance, organizational management, and will be the primary person responsible for the maintenance of the school's culture and the viability of the school over time. The ED will manage all external and non-operational issues, such as working with the Advisory Board, reporting to and interfacing with the DCBOE and DCPS, and overseeing the financial and operational aspects of the school. The ED will oversee the DCI in the management of faculty and will manage the DFO and DA. The ED is hired and evaluated by the Advisory Board of Dorchester Prep.

The ED's school and board responsibilities include:

- Embodying and advocating for the mission, vision, and strategic direction of the school.
- Creating, monitoring, and sustaining the high standards of a rigorous school climate and school culture.
- Ensuring compliance with the school's charter and all relevant law and requirements set forth at the federal, state, and local levels.
- Acting as the primary spokesperson for the school and advocate to all external audiences, including investors, media, community partners, government agencies, educational organizations, and local leaders.

- Serving as ex-officio member of the Advisory Board and all Advisory Board committees, providing them with the essential data, relevant reports, and information necessary to effectively govern the school in a timely manner.

The ED's financial responsibilities include:

- Along with the DOF and Advisory Board, overseeing the school's finances by managing the budget, financial relationships, and relationships with vendors.
- Along with the DA, overseeing the implementation of the strategic fundraising plan and help raise public and private funds.

The ED's recruitment responsibilities include:

- Directing the recruitment and enrollment of students (i.e. advertisements, elementary school visits, information sessions, lottery, etc.)
- Recruiting, appointing, supporting, managing, and evaluating the DCI, DOF, DA, and support personnel.
- Recruiting, appointing, supporting, and evaluating all instructional staff, with support from the DCI.
- Managing all matters regarding employment and dismissal of personnel, salaries and contracts, job assignments and performance evaluations, orientation, and training.

The ED's staff and student responsibilities include:

- Supporting the professional development and growth of all teaching and administrative staff.

- Leading selected professional development sessions throughout the year.
- Collaborating with the DCI concerning student achievement, student assessment, and student discipline.
- Evaluating academic achievement and behavior through detailed data analysis of student and teacher performance.

The Director of Curriculum and Instruction (DCI) will be the instructional leader and will support all aspects of teaching and learning. This will include selecting an/or developing curriculum, managing assessments and the strategic use of data, observing every teacher every day, planning, and implementing professional development. The DCI will be responsible for direct oversight of the instructional teachers and will report to the ED.

The DCI's whole school responsibilities include:

- Communicating regularly with the ED regarding student achievement, curriculum development, professional development, staff evaluations, and the budgetary needs for each.
- Creating a culture of high academic and behavioral expectations.
- Assisting with the planning and implementation of the summer orientation for staff.
- Directing communications to parents regarding student academic performance.

The DCI's staff development responsibilities include

- Planning and directing professional development activities.

- Coordinating teacher recruitment and assisting the ED in the hiring process for all instructional and special needs staff.
- Seeking and sharing best practices from other schools and professional journals.
- Observing instructional staff daily.
- Leading regular school-wide staff meetings.
- Providing daily coaching and feedback to instructional staff.

The DCI's instructional responsibilities include:

- Serving as instructional leader and oversee curriculum development and assessment.
- Implementing effective internal assessment systems and using data to inform decisions.
- Implementing external assessment systems and using data to inform decisions.
- Ensuring curriculum alignment with CCSS.
- Setting and monitoring core subject grading policies and practices to ensure consistency across the school.
- Leading Morning Meetings.
- Ensuring that every student demonstrates achievement gains.

The Director of Operations and Finance (DOF) will lead and direct the daily operations of the school to ensure proper financial and programmatic oversight. This will include being primarily responsible for ensuring that the school's financial records are accurate and up-to-date. The DOF will also ensure that programmatic guidelines for reporting and implementation are properly followed. The DOF will report to the ED.

The DOF's responsibilities include:

- Coordinating student transportation and student breakfast, lunch and snack programs in accordance to the National School Lunch Program (NSLP).
- Purchasing and maintaining non-instructional supplies.
- Coordinating federal forms, checks, payroll and benefits for Dorchester Prep staff.
- Managing school financial controls.
- Providing accurate and updated financial statements to the ED.
- Ensuring that the school is in compliance with all programs, including, but not limited to attendance, fiscal policies, and HR policies.
- Collaborating with the ED and Advisory Board to create school budgets.
- Coordinating the annual financial review and audit.
- Collaborating with the ED to identify, secure, finance, renovate and/or construct the school's long-term facility.
- Recording and tracking all income and expenses.
- Recording all cash receipts and invoices for accounts payable.
- Preparing vendor checks.

The Director of Advancement (DA) will lead the schools advancement division. The DA will be responsible for shaping the organization's development strategy, manage all grants activity, and work with the community to further corporate and school partnerships. The DA will report to the ED.

The DA's responsibilities include:

- Creating an organization-wide development strategy.
- Applying for and managing grants, disbursements, guidelines, and reporting.
- Applying for and managing Title I funding.
- Assisting the ED with fundraising.
- Administering the U.S. Department of Education grants.
- Cultivating and maintaining all external partnerships.

The clear distinction of roles and responsibilities will allow each position to focus on a specific set of tasks to achieve overall success at the organizational level. Each director position reports to the ED, allowing for the concise distribution of tasks creating efficiency. This efficiency will add to the overall effectiveness of Dorchester Prep in raising student achievement.

WILLIAM B. AKRIDGE

[REDACTED]

[REDACTED]

EDUCATION

University of California at Davis <i>MA in Education</i> Cross-cultural, Language and Academic Development Certificate (CLAD)	Davis, California 2007-2009
Georgia Institute of Technology <i>BS in Business Management</i> Focus - Finance and Operations Management	Atlanta, Georgia 1999-2004

PROFESSIONAL EXPERIENCE

Maryland Eastern Shore Charter School Alliance <i>Founder and Executive Director</i>	Cambridge, MD 2011-Present
<ul style="list-style-type: none">• Developed and recruited a high functioning Board of Directors.• Managed the writing of all organizational documents including the Dorchester Preparatory Public Charter School Application, bylaws, and mission/vision statement.• Cultivated a positive and professional working relationship with Dorchester County Public Schools.• Created, implemented and managed the organization's IT plan and system.• Led the grassroots campaign to garner community support for education reform in Dorchester County.• Managed all finances and fund raising activities.	
Excel Academy Public Charter School <i>Senior Operations and Advancement Officer</i>	Washington, DC 2011-Present
<ul style="list-style-type: none">• Managed relationships with vendors and contractors associated with facilities and food service including the RFP process to ensure smooth daily operation.• Procured the funds for, implemented, administered, and monitored the Fresh Fruits and Vegetables Program to provide nutritious food for over 500 students.• Liaised with Office of the State Superintendent for Education concerning safety matters, alert status, and food service.• Created, Implemented, and managed operational systems including student drop off and pick up, deliveries, visitor protocol, emergency procedures, and facility's requests.• Worked with teaching staff to provide necessary tools, curriculum, and supplies for increased student achievement.• Coordinated staff trainings to meet all program requirements.	
Building Excellent Schools <i>Emerging Leaders Program</i>	Boston, MA 2011-2012
<ul style="list-style-type: none">• Trained in board governance and innovative charter school design by one of the top charter school leadership programs in the nation.• Studied top performing charter schools including Excel Academy in Boston, Roxbury Prep in Boston, North Star Academy in Newark, and Achievement Prep in DC.• Interacted daily with school leaders to learn what it takes to open and manage a top school.	

- Trained in operational and financial best practices in order to run a high performing, gap closing charter school.
- Trained in best hiring practices to ensure top flight talent interacts with each and every student to increase student achievement.

East Meets West Foundation

Hanoi, Vietnam

Senior Program Officer, Upper Secondary Education Enhancement program

2010-2011

- Developed work plan and operations manual to achieve objectives of USEE—World Bank’s Global Partnership on Output Based Aid program that ensures disadvantaged, rural Vietnamese youth have the opportunity to graduate from high school.
- Liaised with the World Bank and program partners in the financial management of the program including budgeting, disbursement, invoicing, and accounts payable/receivable.
- Created and implemented program monitoring and evaluation systems.
- Managed six staff in the monitoring of program activity progress and evaluation of program compliance via site visits to schools and beneficiaries’ households.
- Constructed a database to monitor student performance including achievement, attendance, and poverty level.
- Researched specific education issues including enrollment, dropout, and graduation rates related to the program to ensure that the target groups’ needs were met.
- Served as liaison to school boards, schools, local authorities, and other related agencies, building effective working relationships at the province, district, and community levels.
- Presented program information and instruction to partners at training workshops and conferences.
- Assisted EMWF Country Director in creating and writing proposals for new Early Childhood and Tertiary Education program that focus on teacher training, site construction, and students access.

Woodland Joint Unified School District

Woodland, California

Mathematics Teacher, Pioneer High School

2008-2009

- Taught Algebra 2 and Geometry to multicultural students, ages 14-18, in a classroom setting.
- Helped develop, implement, and evaluate a new technology-based mathematics curriculum.

City of Davis Parks and Receptions

Davis, California

Senior Leader, Summer Quest Camp

2007

- Managed ten counselors in providing safe and educational childcare to sixty 6-12 year-olds.
- Held sole responsibility for planning all camper activities, schedules, and fieldtrips.
- Worked with government officials to execute city child safety programs for campers through tutorial and information sessions.

Telluride Ski & Golf Ltd.

Telluride, Colorado

Ski Instructor and Camp Counselor

2005-2006

- Instructed children aged 4-12 years in basic, intermediate, and advance skiing skills.
- Led groups of ten 4-12 year-olds in self designed outdoor activities featuring orienteering, mountaineering, and natural research.

LCI Pyeonchong English Preparatory School

Seoul, Korea

English Teacher

2004-2005

- Taught English to Korean students, ages 6-13, in an urban school setting.
- Developed, implemented, and evaluated a conversation-based English curriculum.

SKILLS

- Extensive experience establishing positive working relationships across differing cultures and demographics
- Advanced in Microsoft Word, Excel, and PowerPoint
- Intermediate French and rudimentary Korean and Vietnamese language skills
- General painting and carpentry skills

ACCOMPLISHMENTS AND INTERESTS

- Eagle Scout
- Successfully summited Mt. Kilimanjaro, Mt. Fuji, and Mt. Whitney
- Avid traveler (over fifty countries) and outdoorsman
- Accomplished blue water sailor

Summary of qualifications	Pediatrician, American Academy of Pediatrics Fellow
Education	<ul style="list-style-type: none">▪ 1958-1960 Wellesley College▪ 1961-1964 Johns Hopkins 5 year Medical Program at JHH Medical School AB/MD▪ 1965-1967 Pediatric internship and Residency Mass General Hospital▪ Physician Public Health Clinics, State of Virginia▪ 1969-1970 Pediatric Residency, Mass General Hospital▪ 1970 to 1973 Teaching Fellowship, Harvard Hospitals, and Private Practice, Milton, Massachusetts▪ 1972-73 Staff privileges, Mass General Hospital., Clinical Associate Pediatrics, Harvard Medical School, Staff privileges, Mass General Hospital., Boston Lying In Hospital, St Margaret's Hospital, Cambridge Hospital, Milton Hospital, Private Practice Milton, Massachusetts
Professional experience	<ul style="list-style-type: none">▪ 1973-2005 Private practice Pediatrics Easton, MD, Staff Memorial Hospital Easton▪ 1972 Board Certified, Pediatrics▪ 1972-2005 Member American Academy Pediatrics▪ 2005 to present, Medial School Admissions Committee, John's Hopkins Medical School▪ 2005 to present Honorary Staff, Memorial Hospital Easton
Patents and publications	William Young, Judith Porter Gieske, Barton Childs, G-6-P Dehydrogenase Drosophila: X – Linked Electrophoretic Variants. Science, January 10, 1964 Judith Porter Gieske, Bruce Story: Doudenal Ulcer in Infants, Bulletin of the Johns Hopkins Hospital, June, 1966
Additional professional activities	1969 to present, Radcliffe Fellow of the Radcliffe Institute for Independent Study 1970 to 1973 Board of Directors, Catholic Charity Bureau Adoption Agency 1975 to 1977 Easton Memorial Hospital, Head of Medical Staff Education Program
Languages	English, French
Volunteer experience	Board Member: CASA (Court Appointed State Advocates for Children in Need) Board Member, For All Seasons, (Mental Health Organization) Fund Raiser for Eastern Shore Chamber Music Society

Assistant Coach, St. Michaels Girl's Basketball Team.
Coordinator, Women's Event, Easton, Maryland fall, 2012
Board Chairman, Maryland Eastern Shore Charter School Alliance

Personal

[REDACTED]

MSDE



MARYLAND CHARTER SCHOOLS

*CHARTERING A COURSE TOWARDS
EXCELLENCE*

MODEL PERFORMANCE CONTRACT

Maryland State Board of Education

James H. DeGraffenreidt, Jr.
President, Maryland State Board of Education

Nancy S. Grasmick
State Superintendent of Schools

Ann E. Chafin
Assistant State Superintendent
Division of Student, Family and School Support

Hilda Ortiz
Director, Office of School Innovations

Martin O'Malley
Governor

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This publication was developed in collaboration with the Local School System Charter School Liaisons.

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Introduction

Since the enactment of the Maryland Charter School Law in 2003, there has been an annual expansion in the number charter schools across the State. Charter Schools have brought many opportunities for innovation, school reform and most importantly have provided more school choice for Maryland families.

Historically, there have been two key principles that guide charter schools. The first is that they are provided an opportunity to operate autonomously in exchange for school innovation, and second, that they are held accountable for student achievement and school performance as a condition of their charter.

The Maryland State Charter School Law designates the Board of Education of Maryland's counties and city, as the main authorizers for the granting of charters and requires them to conduct financial, programmatic or compliance audits that are consistent with federal, state and local law procedures.

Once a charter school's application is approved by the Board of Education of the school system where the school will be located, it is the responsibility of the board to designate their representative to assist them to develop and implement processes related to these audits. Their representative will also assist them in providing the oversight and monitoring of the implementation of the contract agreement between the County/City Board and the Charter School Governing Board. The law permits a local school system and the charter school the opportunity to negotiate operational options that can be mutually advantageous to both entities through a contract agreement.

The model performance contract and the supporting toolkit included in this publication, provides a framework or template that Authorizers can use to develop open and clear communication with the charter schools. This can be accomplished by providing a comprehensive, clear and transparent process through which the charter school can be successful in planning and operating a high quality, effective and efficient educational program that meets the educational needs of Maryland students.

This publication was developed through the dedicated work of LEA Charter School Liaisons along with the Maryland State Department of Education's Office of School Innovations to help provide an approach that would define the interrelated nature of public charter schools and local school systems, and lead in developing a relationship based on the common values of building success for school reform and effectively meeting the educational needs of all Maryland students. We are appreciative of national efforts, recognized as references and resources in the back of this publication, which provided models that, inspired the work group in the design of this document.

CHARTERING CONTRACT BETWEEN THE _____

COUNTY BOARD OF EDUCATION AND _____ CHARTER SCHOOL

This contract is an agreement authorized and executed this ___ day of _____ 20__ by and between the

_____ (“County Board”) and the _____ (“Charter School”).

The term of this Agreement shall be _____ through _____.

WHEREAS, the Charter Schools Law of 2003, Maryland Education Code Annotated 9 § 101 seq et, authorizes the establishment of public charter schools that operate independently from the existing school system structure in order to improve pupil learning, encourage different and innovative teaching methods, create new professional opportunities for teachers, and provide parents and pupils with expanded educational choices; and WHEREAS, the Maryland State Legislature has expressed its intention that charter school authorizers, the County Board of Education, hold charter schools accountable for meeting measurable pupil outcomes; and be accountable for financial, programmatic and compliance audits of public charter schools.

WHEREAS, on the ___ day of _____, 20__, pursuant to the criteria set forth in Maryland Education Code Annotated § 9-101, the County Board granted an approval of a Charter, *Exhibit I*, for the establishment of the _____ Public Charter School based upon the approval of the Charter School Application, *Exhibit 13*.

NOW, THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, enter the following contract (“Chartering Agreement”) to establish the above mentioned charter school.

ESTABLISHMENT OF THE SCHOOL

1.0 Parties.

1.1 This Agreement is entered into between _____ and its Board of Directors (“Charter School”) and the _____ (County Board).

1.2 The person authorized to sign on behalf of the Charter School is the President of the Governing Board (“Charter Representative”).

1.3 The person authorized to sign on behalf of the County Board is the President of the Board of Education.

1.4 No material amendment to this Agreement or the Charter shall be valid without the approval of the Governing Board of the Charter School and of the County Board.

1.5 The Charter Representative affirms as a condition of this Agreement, that he/she is the above-described representative of the Charter School and has authority to sign this Agreement on behalf of the Charter School.

EXPECTATIONS OF THE CHARTER SCHOOL

2.0 Regarding the establishment of this agreement

2.1 The Charter School shall be operated as a non-profit public benefit organization formed and organized pursuant to Maryland's definition of Nonprofit Organization and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Agreement and the Charter.

2.2 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 as a nonprofit organization shall be grounds for rescission of its charter.

2.3 The Charter School affirms, as a condition of this agreement, that the non-profit organization has a governing board, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

2.4 The Charter School affirms, as a condition of this agreement, that it has adopted a conflict of interest policy, including provisions related to nepotism, and that Charter School governing board and employees reviewed, provided and filed a statement certifying that their involvement with the charter school presents no conflict of interest.

2.5 The Charter School shall annually (on or before July 30) provide the County Board an updated list of membership and officers including their business addresses.

2.6 The Charter School shall provide the County Board with a ten day notice of any change in the composition of the Charter School's Governing Board including the name, business address and resume of any new members and officers.

2.7 Incorporated as *Exhibit I*- herein and by reference is a true and correct copy of the Charter School's Charter Petition granted through an approval letter by the County Board (the "Charter"). The Charter is integral to establishing the terms, conditions and performance expectations that governs this Agreement.

2.8 The Charter School's mission statement is approved as presented in the application for the Charter. Any change to the mission statement as approved shall be considered a material amendment to the Charter and subject to the County Board's approval.

2.9 The Charter School shall operate consistent with the terms of the Charter, this Agreement and applicable law; shall govern and manage the Charter School in a fiscally responsible manner; and shall achieve the pupil outcomes set out in the Charter and this Agreement.

3.0 Location of the Charter School. The Charter School shall provide educational services, including the delivery of instruction, at the following location(s):

[Physical Address]

3.1 The Charter School's location is hereby incorporated into the Charter by reference. The Charter School shall not operate in more than one location without the prior approval of the County Board.

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

3.3 The Charter School shall locate its Facilities within the Local School System boundaries, meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment. The facilities shall also conform to applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools.

3.4 The Charter School's relocation to different Facilities shall constitute a material change in the Charter and shall be subject to the following conditions:

- Notification to the County
- Submission to the County Board of a Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy
- Evidence that the Facilities meet applicable health, safety and fire code requirements
- Evidence that the Facilities are of sufficient size to safely house anticipated enrollment

3.5 The Charter School shall locate Facilities for its operations for the 20__-20__ school year independent of the Local School System unless both parties agree to make a school system property available to the Charter School.

4.0 Pre-Opening Requirements

4.1 The Charter shall comply with the expectations set forth in the *Pre-Opening Procedures* incorporated herein as *Exhibit 2* of this agreement.

4.2 The Charter School shall, by the time set forth in the Pre-Opening Procedures, incorporated herein as ***Exhibit 2***- of this Agreement, provide the County Board or its designee with a written, signed copy of the lease, purchase agreement and/or other 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.

4.3 In the event that an adequate Facilities Agreement and/or necessary certificates and permissions are not in place by the date established in the Pre-Opening Procedures, the Charter School may not provide instruction at the Facilities. In such event, the Local School System will preclude the Charter School from commencing instruction until the start of the succeeding school year. The County Board may consider demonstrated hardships to make final decisions regarding this restriction.

5.0 Performance Reporting. No later than ninety (90) days following completion of the final audit and publication of the results of state-mandated assessments (whichever is later), the Charter School shall present to the County Board, community, and parents of pupils enrolled in the School, an Annual Self-Evaluation. The Charter School’s School Accountability Report Card may serve as the basis for the School’s Self-Evaluation.

6.0 Charter School Governance.

6.1 The governing board of the Charter School is responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable law and regulation and all reporting requirements.

6.2 The Charter School’s governing board shall adopt Bylaws and operate in accordance with such Bylaws. The Charter School shall submit to the County Board a current signed copy of the Bylaws at the following times:

- In accordance with the Pre-Opening Procedures ***Exhibit 2***, and
- Any time the Governing Board of Directors amends its Bylaws

6.3 The Governing Board shall, as a part of the Charter School’s bylaws, establish a formal conflict of interest policy that is consistent with applicable law, including any Charter School Conflict of Interest Policies adopted by the State Board of Education, and the School shall abide by such policy.

6.4 The Charter School shall maintain Board-adopted policies, meeting agendas and minutes; and shall make such documents available for public inspection and shall conduct meetings consistent with the Open Meetings Law, State Government Article §10-501.

6.5 The Governing Board of the Charter School is responsible for the sound fiscal management of the Charter School.

6.6 The Governing Board of the Charter School is accountable for the charter school's performance outcomes in student achievement, compliance, curriculum, and financial matters.

7.0 Comprehensive Management. Should the Charter School intend to enter into an agreement with another entity for comprehensive management services, the following provisions shall apply:

7.1 The Charter School shall comply with the *Education Service Provider Contract Requirements, incorporated into this agreement as **Exhibit 7**. The Charter School must comply with Local School System's procurement requirements and processes.

7.2 The Charter School shall comply with all the County Board's requests for information about the management arrangement that are reasonably related to the County Board's fulfillment of its oversight responsibilities and/or required for evaluation of the Charter School pursuant to the Charter and this Agreement.

7.3 In no event shall the Charter School's Governing Board delegate its ultimate governing authority or responsibility for the performance of the Charter School to another entity.

8.0 Age; Grade Range; Number of Students. The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Agreement as described in the Charter.

8.1 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing emergencies, and attrition patterns to the extent such modifications are otherwise consistent with the Charter of this Agreement.

8.2 Elimination of a grade that the Charter School was scheduled to serve or expansion to serve grade levels not authorized are material changes to the terms of the Charter and this Agreement and shall require prior written authorization from the District.

8.3 Commencing or continuing instruction where the total number of students enrolled is 10% less or more than the projected enrollment shall be a material change to the terms of the Charter and this Agreement and shall require prior written approval from the County Board. Approval of increases or decreases in student enrollment will be based on documentation provided by the Charter School demonstrating that such material changes in enrollment do not compromise the fiscal and educational integrity of the School.

9.0 Student Recruitment and Enrollment. Enrollment in the Charter School shall be conducted consistent with the plan presented in the Charter.

9.1 The Charter School shall submit projected, current, and final student enrollment information in accordance with the Reporting Requirements incorporated herein as **Exhibit 8.**

9.2 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, as an English language learner, disability or need for special education services. If more students apply than can be admitted, admission decisions will be made by a lottery process held each Spring for the following school year. If a vacant seat occurs within the school year, the seat should be filled immediately from a numerically ordered waiting list that resulted from students not selected during the lottery process.

10.0 Volunteer Requirements. Any requirement that parents commit to a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances.

11.0 School Calendar; Hours of Operation. The days and hours of operation of the School shall not be materially less (10% less total time) than those set forth in the Charter. In no event shall the days of operation be fewer than 180.

12.0 Attendance. The Charter School shall maintain required records to document pupil attendance and shall make such records available for inspection at the County Board's request, and report truancy as indicated by the Local School System procedures.

13.0 Student Conduct and Discipline. The Charter School shall comply with all applicable state, federal laws and the County Board's guidelines related to student discipline, including due process provisions, and shall comply with the student suspension and expulsion procedures in the Charter.

14.0 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, truancy, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

15.0 Nonsectarian Status. The Charter School shall be nonsectarian in its programs, admission policies, employment practices and all other operations.

16.0 Student Records and Reporting.

16.1 The Charter School shall comply with all federal, state and County Board recordkeeping requirements including, but not limited to, the Federal Family Educational Rights and Privacy Act.

16.2 The Charter School shall provide to the County Board or its designee any reports necessary and reasonably required for the County Board to meet its oversight and reporting obligations. Student records may include but are not limited to personal data, attendance, annual performance, State mandated and local system testing, health screening and immunization data and student withdrawal records or any documentation required pursuant to state and federal law. (see the Maryland Student Records System Manual).

16.3 The County Board shall at all times endeavor to reduce the reporting burden it places on the Charter School by providing reasonable notice for requests, avoiding duplicate requests, and limiting requests to what is reasonably required for the County Board to fulfill its legal reporting and oversight obligations within five (5) business day of the date the request was made.

16.4 The Charter School shall participate in the School Information Services program for the development and maintenance of student records and information, and shall comply with all associated requirements.

17.0 Assessment of Pupil Performance. The Charter School shall implement the plan for assessment of pupil performance and administration of statewide assessments contained in this Agreement.

17.1 At a minimum, the Charter School shall administer the following statewide performance assessments:

- Maryland State Assessments for grades 3-8
- Maryland High School Assessments for grade 11

17.2 The Charter School shall certify annually that pupils have participated in the State testing program pursuant to testing procedures and State requirements.

18.0 Production of Documents. Representatives of the Charter School or the administrator of the Charter School shall produce all documentation requested by the County Board, the Maryland Department of Education, the Legislative Audit Bureau, law enforcement agencies, contracted evaluators or any other federal, state or local regulatory agency within five (5) business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

18.1 The Charter School will ensure that applicable policies subject to regulations, in compliance with federal and state law be available for inspection by the County Board or its designees.

19.0 Health and Safety. The Charter School shall provide appropriate health services and safety protections consistent with the health and safety procedures described in the Local School System policies and with applicable law.

20.0 Site Visits. The Charter School shall allow representatives from the County Board, the Maryland Department of Education, the Legislative Audit Bureau, law enforcement agencies, contracted evaluators or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement and the terms of state and federal grants. During such site visits, the Charter School shall allow visiting officials full and immediate access to its financial and educational records, reports, files and documents of any kind

21.0 Non-Discrimination.

21.1 The Charter School agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.

21.2 The Charter School agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

21.3 Any act of discrimination committed by the Charter School or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

22.0 Notification Requirements.

22.1 The Charter School shall immediately notify the County Board of any conditions that may cause it to vary from the terms of this Agreement, the Charter, applicable County Board requirements, and/or state law.

22.2 The Charter School shall immediately notify the County Board of any circumstance requiring the closure of the Charter School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.

22.3 The Charter School shall immediately notify the County Board or its designee of the arrest of any members of the Charter School's Governing Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Contractors, subcontractors and any person directly or indirectly

employed by the Charter School must provide verification of criminal clearance for any of the foregoing crimes for all persons who perform work at the Charter School.

22.4 The Charter School shall immediately notify the County Board of a default on any obligation, this shall include debts for which payments are past due by sixty (60) days or more.

22.5 The Charter School shall immediately notify the County Board of any change in its non profit organization status in Maryland.

22.6 The Charter School shall immediately notify the County Board if at any time during the school year, the School's enrollment decreases by ten percent or more compared to the most recent pupil count submitted to the Local School System and the Maryland Department of Education's Charter School Office.

27.0 Financial Accounting and Reporting. The Charter School shall timely submit to the County Board all financial accounting and reporting according to the Reporting Requirements -*Exhibit 8*.

27.1 All required Charter School accounting and reports shall be submitted to the County Board or its designee in a format compatible with the template in - *Exhibit 8*.

27.2 The Annual Audit to be conducted pursuant to the Charter shall be conducted by a certified public accountant in accordance with generally accepted accounting principles (GAAP), the cost of which shall be borne by the Charter School. The audit shall fulfill the requirements set out in the Scope of Audit Protocol -*Exhibit 9*, including but not limited to:

- (1) an audit of the accuracy of the Charter School's financial statements
- (2) an audit of the Charter School's attendance accounting practices, including the Charter School's pupil attendance records
- (3) an audit of the Charter School's internal control practices

28.0 Tuition and Fees. The Charter School shall not impose any pupil tuition, contribution or attendance fee of any kind as a condition of enrollment.

29.0 Financial Records. All records of the Charter School are subject to inspection and production as required for fulfillment of the County Boards' oversight responsibilities under the Charter Schools Law of 2003.

30.0 Additional Funds. The Charter School, at its discretion, may pursue additional funds, whether public or private.

30.1 The County Board shall cooperate with the Charter School in the preparation of requests for such additional funds provided that if the District applies for additional funding in the form of grants and/or categorical funding at the request of or for the benefit of the Charter School.

30.2 The Charter School shall be responsible for meeting any and all application, expenditure, and reporting requirements associated with such additional funds.

30.3 The receipt, expenditure and accounting for any such additional funds shall be subject to the County Board's oversight pursuant to Maryland Education Code Annotated §§ 9-101 seq.et.

31.0 Assets.

31.1 Any assets acquired by the Charter School are the property of the charter school for the duration of the Charter and any renewal of the Charter. If the Charter is revoked, non renewed or surrendered, or the school otherwise ceases to operate, the Charter School shall manage all assets consistent with the Dissolution Process described in *Exhibit 3*.

31.2 If the Charter School fails to open and serve pupils or closes for any reason, the provisions and requirements of the Dissolution Process shall become effective immediately.

31.3 The Charter School shall maintain records of all material assets acquired with any private funds that remain the property of the Charter School. If the Charter School's accounting records fail to establish clearly whether a particular asset was purchased with public funds or private funds, the assets shall be deemed as having been purchased with public funds.

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

31.5 The Charter School shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by the County Board.

32.0 Insurance. The Charter School shall maintain adequate and current policies that address the following areas:

- Comprehensive or Commercial General Liability
- Worker's Compensation
- Property Insurance (for leased facilities) to address business interruption and casualty needs including fire and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables

- Comprehensive or Business Automobile Liability; and
- Crime Insurance
- Professional or Directors Liability (Errors & Omissions)
- Catastrophic Student Accident Insurance

32.1 Certificates of Insurance listed above must be provided to the Local School System as a requirement of this agreement.

33.0 Coverage. For purposes of the foregoing requirement, the following coverage shall be deemed “adequate:”

33.1 Worker’s Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter School’s employees, and employers’ liability insurance with a minimum limit of \$100,000 per each accident and employee and 500,000 policy limit for bodily injury by disease.

33.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.

33.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage or 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 the services offered by the school.

33.4 Property Insurance for buildings being used by the Charter School to fulfill the purposes of this contract and any contents purchased by the Charter School with state or federal funds. The property insurance obtained by the Charter School shall provide the County Board with the ability to file a claim for any loss of property purchased with state or federal funds.

33.5 Errors and Omissions Liability Insurance conforming to the following requirements:

- Errors and Omissions Liability Insurance shall cover the Charter School for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification
- The minimum limits to be maintained by the Charter School shall be no less than \$3,000,000 per claim/annual aggregate

33.6 Umbrella excess liability or excess liability insurance with minimums of 2,000,000 per occurrence and include all of the coverage required on the Commercial general liability, Business auto liability and Employers liability.

33.7 Crime Insurance with minimum limits of \$500,000 for each loss due to employee dishonesty, \$100,000 for each loss due to forgery or alteration, theft, disappearance or destruction (money and securities).

33.8 Catastrophic Student Accident Insurance to cover injury to all enrolled students who participate in intramural or interscholastic sports, gym classes, and non-sport extra-curricular activities with a maximum deductible of \$25,000 and minimum limits of: 1,000,000 for accident medical expense, 250,000 catastrophic cash, 25,000 accidental death and dismemberment.

33.8 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 Local School System and/or their respective officers, agents, employees and representatives. The Local School System may specify that it be named as “separately insured.”

33.9 The Charter School shall provide copies of all required policies of insurance and certificates of coverage to the Local School System by the date set out in the Pre-Opening Requirements and shall provide updated copies annually prior to the first day of school.

34.0 Employment Matters. As per the Maryland Education Code §9-101, seq. et, teachers and other staff employed by the Charter School are employees of the Charter School and employees of the Local School System.

34.1 The Charter School shall not have sole responsibility for employment, management, dismissal and discipline of its employees. It shall work closely with designated Local School System staff.

34.2 The Charter School will follow the Local School System personnel policies that addresses such issues as hiring of personnel, terms of employment and compensation, due process rights complaint procedures, and set clear expectations for employee performance and conduct consistent with County Board policies. The local school system shall make every effort to respect the Charter Schools ability to select candidates for interviews and hiring if the candidate meets qualification requirements.

34.3 The Charter School shall comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support as set forth in No Child Left Behind Legislation. Teacher certification shall be maintained by the Local School System.

34.4 Copies of individual employment contracts shall be maintained by the Local School System.

35.0 Collective Bargaining. The Charter School shall not be considered the employer of the employees at the Charter School for the purposes of collective bargaining under the Maryland Education Code Ann. §9-101, seq. et. The Charter School should be formally advised of any contractual obligations that may impact their ability to implement their program design. The local school system may advise and guide the process necessary to obtain waivers from the collective bargaining unit on behalf of the school.

36.0 Criminal History Review.

36.1 The Charter School shall comply with Maryland Education Code Ann. § 6-113, that prohibits the hiring of any employee hired to work in a public school system that has been convicted a crime involving:

- An offense under §3-307 of the Criminal Law Article
- Child sexual abuse under §3-602 of the Criminal Law Article if committed in this State
- A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of Article §14-101 of the Criminal Law Article if committed in this State.

36.2 On or before the first day of actual employment , an employee of the Charter School, shall apply for a national and State criminal history records check at any designated law enforcement office in the State and shall comply with Maryland Family Law Code Ann. § 5-560 to 5-563.

36.3 The Charter School shall adhere to all policies/procedures adopted by the Local School System concerning criminal records summaries for public school employees, as well as other persons associated with the Charter School who are engaged in direct processing of Charter School funds.

RESPONSIBILITIES OF THE AUTHORIZER

37.0 County Board and Charter School Communication. The County Board shall designate one staff member (designee) as a primary contact for the Charter School and shall notify the Charter School of the designation by July 1 of each school year. The designee (the Charter School Liaison) shall represent the board unit oversight responsibilities of the Charter School.

38.0 Oversight Authority. The County Board shall have oversight authority over the Charter School pursuant to the Maryland Education Code Annotated §9-101, seq. et. All records established and maintained in accordance with the provisions of this Agreement, Local School System policies and/or regulations, and federal and State law shall be available to the County Board or its designees.

38.1 The County Board or its designee may, at its discretion, conduct a health and safety inspection of the proposed Facilities upon request.

38.2 Any complaints or concerns received by the Local School System about the Charter School or its operation, including but not limited to complaints filed with the Office of Civil Rights, Equal Employment Opportunity Commission, shall be forwarded by the school system to the Charter School.

38.3 Within thirty (30) days of receipt of any documents, data and records provided by the Charter School pursuant to compliance with the terms of this Agreement, the County Board or its designee, shall notify the Charter School in writing of material problems, questions, concerns, and/or issues related to those documents, data and reports.

38.4 The Local School System shall charge for the actual costs of oversight not to exceed two percent (2%) of the per pupil allocation revenue of the Charter School.

38.5 The Local School System shall collect oversight payments by retaining the two percent from the revenue of the per pupil allocation.

38.6 The County Board's oversight of the Charter School shall include the following activities:

- Pre-opening, intervention, revocation, and renewal processes for the Charter School pursuant to the Charter, and this Agreement
- Monitoring the performance and compliance of the Charter School with the terms of the Charter, this Agreement, and/or applicable laws, policies and regulations
- Monitoring the Charter School's compliance with reporting requirements
- Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit
- Identification and availability of at least one Local School System staff member (the Charter School Liaison) as a contact person for the Charter School
- Visiting the Charter School at least annually
- Monitoring the educational, legal and fiscal condition of the Charter School
- Providing guidance and assistance to the Charter School on compliance and other operational matters and
- Participation in the dispute resolution process described in the Charter

The County Board's oversight activities shall only include those general administrative services related to monitoring, and compliance in the required utilization of basic system procedures. To the extent that additional services are requested by the Charter School, those services shall be defined, negotiated and delivered as independent fee-for-service and included in the **Fee Schedule for Charter Schools** to be attached and incorporated herein as *Exhibit 4*.

39.0 Personnel. The Local School System will provide the following human resources services:

- Initial processing procedures for Charter employees, advertising for open positions, facilitating interviews, fingerprinting if necessary, and other pre-employment services to include but not be limited to new employees hire orientation and notification of job offerings to potential employees
- Assistance in preparation of Personnel Action Orders

- Human Resources staff will verify and track credential information pertaining to charter school teachers, administrators and other staff.

40.0 Site Visits. Pursuant to the requirements of this agreement, the County Board or its designee will conduct at least one announced site visit annually in order to evaluate the Charter School's organizational, financial, legal and educational performance in relation to the Charter, this Agreement and applicable law.

40.1 Site visits may include any activities reasonably required to fulfill the County Board's oversight responsibilities including, but not limited to, review of the Charter School's facility; review of records maintained by the School; interviews with the principal, Governing Board, staff, school families, and community members; and/or observation of classroom instruction.

40.2. Notwithstanding the foregoing description of site visits, the County Board or its' designee may, at its discretion, make announced or unannounced visits to the Charter School consistent with its oversight responsibilities.

40.3 Upon request, the Charter School shall make available to the County Board cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the Charter School. Access shall include the authority to review and copy documents. The County Board designees 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.

41.0 Evaluation. The County Board shall use the Charter School Evaluation Framework, incorporated herein as **Exhibit 5**, and related school visit guidance, to document and describe evidence on which it bases school evaluations to measure performance expectations for the Charter School.

41.1 The Evaluation Framework shall be based on the student performance standards; financial management expectations; and governance and management requirements set out in the Charter, this Agreement and applicable law.

41.2 The County Board -mandated performance requirements contained in the Evaluation Framework shall be the ones presented in the general Charter School Evaluation Framework.

41.3 The Evaluation Framework shall be incorporated into this contract by reference and as **Exhibit 5**.

41.4 For purposes of renewal, revocation, and other high-stakes performance evaluations, the County Board will evaluate the Charter School first and foremost according to the standards set forth in the Evaluation Framework.

42.0 Performance Reports.

42.1 No later than sixty (60) days following completion of the final audit and publication of the results of state-mandated assessments (whichever is later), the County Board shall present to the Charter School, and their school community, an Annual Charter School Performance Report (“Performance Report”). The Performance Report shall, at a minimum, present the School’s status in relation to the performance standards set forth in the Evaluation Framework.

43.0 Funding Process. The Local School System shall cooperate in any required processes to ensure the appropriate and timely reporting of data and the transfer of funds to the Charter School.

43.1 The Local School System shall disburse to the Charter School an amount of city, county, state and federal funds for elementary, middle and secondary students that are commensurate (and in accordance with the State Board Formula) with the amount disbursed to other public schools in the county/city.

43.2 The Local School System may give surplus educational materials, supplies, equipment and furniture to the charter school.

44.0 Service Contracts. The Local School System shall provide the Charter School with the following services: *(To be determined by mutual agreement between the School System and Charter School).*

44.1 In exchange, the Charter School shall pay the Local School System in accordance with the Fee Schedule incorporated in this Agreement as **Exhibit 4**.

44.2 The Charter School has the option to purchase other services as needed to operate the program. To the extent that the Local School System provides such services to the Charter School on a fee-for service basis, those service contracts shall be developed as independent fee-for-service agreements.

44.3 The Charter School will provide all transportation services for Charter School Students, including to and from school, field trips, and public transportation unless this service has been agreed upon by the Local School System.

45.0 Special Education Services. The Local School System shall provide special education services to all identified student of the Charter School, consistent with the services it provides at its other public schools pursuant to this Agreement.

45.1 The Charter School shall comply with all applicable requirements of federal and state Laws and regulations concerning the education of children with disabilities, including

the requirements of the Individuals with Disabilities Act (20 U.S.C. § 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).

45.2 The Charter School shall adhere to the policies, procedures and other requirements of the Local Plan for Special Education and to Local School System policies regarding services to special education students.

45.3 Regardless of the designation of special education service responsibilities in the foregoing paragraph, the Charter School shall be solely responsible for compliance with Section 504 of the Americans with Disabilities Act.

45.4 The Local School System shall be responsible for providing all appropriate special education and related services including development of written individualized education plans (“IEPs”) in accordance with all applicable state and federal laws for all students with exceptional needs.

45.5 IEP Teams shall include a representative of the Charter School. The Charter School shall be responsible for having the designated representative in attendance at IEP meetings in addition to any representatives who are knowledgeable about the regular education program at the Charter School.

45.6 The Local School System shall respect the Charter School’s instructional design, mission, and Charter in the development of IEPs for students enrolled in the school.

45.7 The Local School System shall assume responsibility for ensuring appropriate documentation of the IEP process and for compliance with all parent and student rights.

45.8 Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the Local School System and of the Local Plan for Special Education. This includes the use of the State of Maryland processes and procedures including the use of electronic IEP and Early Intervention.

45.9 The Local School System shall deliver educational and related services required in the agreed-upon IEP.

45.10 The Local School System shall, when necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws. If a parent or guardian pursues a due process claim, the Local School System shall, in consultation with the Charter School, defend all aspects of the claim.

45.11 The Local School System shall represent the Charter School’s special education interests and needs as it represents the needs of all schools in the Local School System. The school system shall report to the Charter School relevant special education issues,

including decisions and policies, in the same way that it communicates such information to all other schools in the Local School System.

45.12 Local School System information and training opportunities regarding special education shall be available to Charter School staff to the same extent that the system provides such information and opportunities to site staff at other schools in the system.

45.13 The Local School System shall provide Charter School staff the opportunity to represent their school at committee meetings to the same extent that such opportunities are available to Local School System site staff.

45.14 The Charter School shall have the same responsibility as any other public school in the system to work cooperatively with the Local School System in identifying and referring students who have or may have exceptional needs that qualify them to receive Special Education services. The Charter School with the assistance of the Local School System will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with Maryland State Law and Local School System policy.

45.15 The Charter School agrees to implement the Student Support Team to serve as a regular education function, to monitor and guide referrals for Section 504 and Special Education services and to designate intervention services.

45.16 The Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEP's and other Special Education information on any student enrolling from a non-local school system school.

45.17 The Local School System shall ensure that the Charter School receives notification and relevant files of all students with an existing IEP who transfer to the Charter School from a system school in the same manner that the system ensures the forwarding of such information between system schools. The Local School System shall be responsible for securing the signed permission of the parent/guardian for the release of student records.

45.18. The Local School System and Charter School shall jointly determine which special education assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the school systems' general practices and procedures, and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the Local School System.

45.19 The Local School System shall retain all state and federal special education funding allocated for Charter School students; in exchange for services rendered by the Local School System to the charter school's special education population.

46.0 Dispute Resolution. Disagreements impacting the implementation of this agreement will be mediated according to procedures outlined in the Dispute Resolution protocol included as **Exhibit 14** attached to this agreement.

46.1 The Dispute Resolution provision of the Charter School Agreement shall not impair the County Boards' authority and legal duty to intervene in accordance with the Maryland Education Code Ann. 9 § 101 seq. et, including the authority to intervene immediately as necessary to ensure the safety and well being of the Charter School's students, staff, and community, and the authority to revoke and/or not renew the charter immediately on the basis of health and safety.

47.0 Renewal of the Charter. The County Boards' process for making charter renewal decisions shall adhere to the Renewal Decision making Policy, incorporated herein as **Exhibit 12**. Renewal expectations will be the following:

47.1 The Charter School must meet performance goals or demonstrate substantial progress towards meeting them.

47.2 The Charter School must demonstrate the ability to lead and implement school improvement efforts.

47.3 The Charter must demonstrate compliance with the terms of this agreement.

48.0 School Intervention. The County Board's process for formal intervention shall follow a progressive system of notification and calls for corrective action on the part of the Charter School as set out in the School Intervention Protocol incorporated herein as **Exhibit 6**. The following conditions can initiate intervention by the Authorizer:

48.1 Failure to timely fulfill any material term of the Pre-Opening Procedures listed in **Exhibit 4**, shall be considered a material violation of conditions, standards, or procedures provided for in the Charter and this Agreement and shall be grounds for School System intervention pursuant to the School Intervention Protocol.

48.2 To the extent that concerns or complaints received by the Local School System about the Charter School may trigger the Authorizer's intervention including revocation or non-renewal of the Charter, the school system may monitor the Charter School's handling of such concerns or complaints. In such cases, the County Board may request and the Charter School shall provide information regarding the school's actions in responding to the concerns or complaints.

48.3 Failure to meet annual performance goals during the duration of this contract.

48.4 Demonstrated risk of not being able to fulfill the terms of this agreement.

48.5 Failure to comply with requested documentation as requested in Section 18 of this

Agreement.

49.0 Revocation and Dissolution. The County Boards' process for revocation decisions shall adhere to the Revocation and Dissolution protocol, incorporated herein as ***Exhibit 3***.

49.1 If the Charter is revoked, not renewed or surrendered, or the school otherwise ceases to operate, the Charter School shall manage all financial records consistent with the requirements of the Dissolution Process -***Exhibit 3***.

49.2 Causes for revocation of the charter may be as follows:

- Failure to act as a nonprofit organization shall be grounds for rescission of its charter
- Failure to notify and receive approval for any delegation of any part of this agreement to another party is considered a violation of this agreement and shall be grounds for immediate termination of this Agreement and revocation of the Charter
- Failure to substantially comply with the terms of this agreement
- Financial insolvency
- Misappropriation, mismanagement of funds or illegal withholding of funds
- A material misrepresentation in the application for approval of the charter
- Criminal convictions on the part of the charter school or its Governing Board
- Failure to meet performance goals over the contract period
- Inability to meet the requirements of State and Federal Laws
- The facility can no longer ensure a safe learning environment for students.

MISCELLANEOUS

51.0 Entire Agreement. The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the contract. All prior representation, understandings 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 Agreement may be approved from time to time hereafter.

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

In the case of the Charter School:

In the case of the County Board:

53.0 Indemnification and Disclaimer of Liability.

53.1 The parties acknowledge that the Charter School is not acting as the agent of, the Local School System and that the County Board 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.

53.2 The Charter School acknowledges that it is without authority to extend the faith and credit of the Local School System to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the school system 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 Authorizer.

53.3 The Charter School shall defend, indemnify, and hold harmless the Local School System and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, 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 local school system on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter School.

53.4 The Local School System shall defend, indemnify, and hold harmless the Charter School and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, 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 Charter School on account of any action of the school system, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Local School System.

53.5 The parties acknowledge that the Local School System is not liable for the debts or financial obligations of the Charter School.

53.6 The Charter School Board shall give the County Board prompt written notice of any legal claims made against it arising out of its operation of the Charter School immediately upon receipt of such claim.

54.0 Waiver. The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it. Some examples of waivers requested are listed in **Exhibit 10.**

55.0 Assignment. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School without prior written approval of the Local School System and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Local School System, which approval may be given or withheld at the sole discretion of the Authorizer.

56.0 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and all applicable federal laws of the United States.

56.1 The parties intend that where this Agreement references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

56.2 The Charter School shall comply with all federal and state laws and regulations applicable to charter schools. The Charter School shall conform, in all respects, with the educational standards contained in this Agreement, including those contained in the Charter.

57.0 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.

58.0 No Third Party Beneficiary. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the

County Board and the Charter School. Nothing contained in this Agreement 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 Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

59.0 Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which shall together constitute the original contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

60.0 Material Amendment. Any material amendment to this Agreement will be effective only with approval of both the County Board and the Charter School's Governing Board.

60.1 The Charter School may submit any proposed Material Amendment to the County Board in accordance with guidance provided.

60.2 Changes to the Charter and/or Agreement that constitute Material Amendments include, but are not limited to, the following changes:

- In legal status; ownership; governance; or management, including the structure of the governing board and its membership
- To the school's mission statement
- Enrollment in excess of 10% or less than 10% of the total number of students authorized in the Charter
- In grade levels served
- In location of the Facilities (change of site and/or adding or deleting sites)
- In the school calendar affecting the number of days of instruction
- In teacher duty or the instructional day for students
- In admissions or enrollment procedures
- In special education status or procedures
- To the educational program in terms of either content or methodology
- Instructional status that would result in 20% or more of the program being designated as non-classroom-based from classroom based or vice versa

61.0 Non-Material Amendment. A Non-Material Amendment of this Agreement may be made effective by the Charter School through written Notification to the County Board.

61.1 Non-Material Amendments to the Agreement include, but are not limited to, the following:

- Changes to the mailing address, telephone, and/or fax number of the Charter School
- Changes to the contact person located at the Charter School site
- Amendments to the Charter School's bylaws

AGREEMENT AUTHORITY

THE _____ COUNTY SCHOOL BOARD OF SCHOOL OF EDUCATION

Witness By _____
President of the County Board

Witness By _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS _____, OF _____, 20_____.

APPROVAL OF The _____ PUBLIC CHARTER SCHOOL:

Charter School Governing Board President

Date

OSI-Doc:S-Publications

The contract references a number of exhibits that have been attached to this agreement as follows:

TABLE OF EXHIBITS:

- Exhibit 1: Charter School Approval Letter (as signed and granted)
- Exhibit 2: Pre-Opening Procedures
- Exhibit 3: Revocation and Dissolution
- Exhibit 4: Fee Schedule for Charter Schools
- Exhibit 5: Charter School Evaluation Framework
- Exhibit 6: School Intervention Protocol
- Exhibit 7: Education Service Provider Contracts Requirements
- Exhibit 8: Reporting Requirements
- Exhibit 9: Scope of Audit Protocol
- Exhibit 10: Waivers
- Exhibit 11: Facility Agreement / Lease
- Exhibit 12: Renewal Decision-making Policy
- Exhibit 13: The Charter School Approved Application

PERFORMANCE CONTRACT: EXHIBIT 1-CHARTER SCHOOL APPROVAL LETTER

This section includes a copy of the letter of approval the Charter School receives from the County/City Board of Education President. This part of the process is often referred to as the approval of the "Charter" by the Authorizer.

PERFORMANCE CONTRACT-EXHIBIT 2-PRE-OPENING PROCEDURES

The following chart demonstrates requirements by the Authorizer (the County/City of Education or its designee and should be used for accountability tracking

PRE-OPENING PROCEDURES

The _____ Local School System is committed to ensuring the successful and on-time opening of new Charter Schools. Toward that end, the District will monitor and assess each School’s readiness to open. The chart below outlines specific tasks, required of the Charter Operator to demonstrate that the Charter School is prepared to open.

All documentation and notification described below should be delivered to:

Failure to submit documentation in a sufficient/timely manner may result in the District taking action to postpone the opening of the school. Additional documentation may be required prior to the opening of the school year. The District will provide written notice and a reasonable time for response to any additional requirements and/or changes to the following list:

TASK	GUIDING STANDARDS	DUE DATE	STATUS	NOTES
FACILITIES: Documentation Required: <ul style="list-style-type: none"> • Lease / Purchase • Permits • Insurance: -liability • Inspections • LSS review of Plant 				
FINANCES: Documentation Required: <ul style="list-style-type: none"> • Approved budget with stated assumptions for revenue and expenditures for the first year of operations 				

TASK	GUIDING STANDARDS	DUE DATE	STATUS	NOTES
<ul style="list-style-type: none"> • Five year budget projection • Payroll procedures • Purchasing procedures • Financial recordkeeping • Inventory 				
<p>GOVERNANCE: Documentation Required:</p> <ul style="list-style-type: none"> • Membership Profile • Annual calendar of meetings • By-laws • List of Policies for Development during the first year • Selection procedures for board members • Role of school leadership and operator on the board 				
<p>SCHOOL POLICIES AND PROCEDURES Documents required:</p> <ul style="list-style-type: none"> • Annual School calendar • Transportation • Food Service • Recruitment • Admissions/ Lottery 				

TASK	GUIDING STANDARDS	DUE DATE	STATUS	NOTES
<ul style="list-style-type: none"> • Health Services • Emergency Plan • Grading • Grade Level Structure • School schedules • Enrollment • Student records • Staff records • Discipline • Dress code for students 				
<p>EDUCATIONAL DESIGN Documents required:</p> <ul style="list-style-type: none"> • Curriculum Frameworks • Program for ELL students • Program for Special Education students • Intervention Services • Assessments • Instructional materials • Course descriptions • Specialized courses • Student Handbook • Student Information System Management 				

TASK	GUIDING STANDARDS	DUE DATE	STATUS	NOTES
STAFFING PLAN Documents required: <ul style="list-style-type: none"> • Employee handbook • Organizational chart • Teacher and staff rosters • Office team • Leadership team • Custodial / support team • Professional Development Plan • Orientation and Training plan for all staff 				
OTHER				

If additional information is needed regarding these expectations, please contact your LEA Charter School Liaison:

_____ at _____.

CHARTER SCHOOL COMPLETION SIGNATURES: _____
CS Operator Date

COMPLETION SIGN OFF _____
APPROVAL FOR OPENING LEA Liaison Signature Date

PERFORMANCE CONTRACT: EXHIBIT 3-REVOCATION & DISSOLUTION

REVOCATION

Issuing a *Charter* to open a Public Charter School in Maryland is a partnership between the Board of Education of each county and city and a Non-Profit Organization to offer expanded educational choice options to families and students in Maryland. Like all partnerships the Charter School Governing Boards and the Local School System Boards develop agreements that guide the conditions of such partnerships. Supported by the Charter School Law, Educational Article 9, the County Board of Education serves as the Authorizer or the "Chartering Authority" for Charter Schools approved for their county or city. This role includes the responsibility to ensure school accountability through a contract that clearly articulates the expectations for the charter school and how success will be measured. This is accomplished through the oversight and monitoring of the implementation of that contract.

This document serves to identify what areas linked to the terms of the contract would serve as immediate concern to Authorizer and be cause to initiate the revocation process of a charter school. The process for revocation is also is described with the intent of offering guidance on what will take place.

Causes for Revocation

- *Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.*
- *Failure to notify and receive approval for any delegation of any part of this agreement to another party is considered a violation of this agreement and shall be grounds for immediate termination of this Agreement and revocation of the Charter.*
- *Failure to substantially comply with the terms of this agreement**
- *Financial insolvency;**
- *Misappropriation, mismanagement of funds or illegal withholding of funds*
- *A material misrepresentation in the application for approval of the charter*
- *Criminal convictions on the part of the charter school or its Governing Board*
- *Failure to meet performance goals over the contract period**
- *Inability to meet the requirements of State and Federal Laws**
- *The facility can no longer ensure a safe learning environment for students**

The process of revocation is closely aligned with the School Intervention Protocol in Exhibit 6. *Causes marked with an *asterisk* are those which will be considered appropriate for the school intervention process as outlined in Exhibit 6.

REVOCATION PROCEDURES

Causes identified for immediate revocation are very serious infractions and will not be considered for remedy in the intervention process but will proceed immediately to revocation. Charter School that participated in the Intervention process but did not meet the remedy plan expectations will then proceed to the revocation process. This section sets forth procedures for the chartering authority to complete for the revocation of a school's charter.

STEP ONE

The Charter School receives a notice of intent to revoke from the County Board of Education or its designee. The notice outlines the causes for the revocation and provides a meeting date for the Charter School Operator and the Governing Board President to meet with the County Boards representatives to discuss the concerns and the implementation of a closure plan.

STEP TWO

The County Board submits the Notice of Intent to Revoke and along with Facts in Support of Revocation to the Board of Education and a hearing is scheduled. The Charter School is notified of the hearing date.

STEP THREE

The Board of Education of the Local School System makes a final decision within thirty days following the hearing date. The Authorizer notifies the Charter School and the Maryland State Department of Education of the final decision and if the board has decided to revoke the Charter School, the dissolution plan accompanies the notification.

STEP FOUR

The Charter School adheres to the Dissolution plan and it is implemented according to the prescribed timeline.

STEP FIVE

The Charter School is closed according to the Dissolution plan.

Charter School Right to Appeal:

The Charter School has the right to appeal the revocation decision to the State Board of Education according to the process outlined in the Code of Maryland Regulations, Title 13A.01.05, within thirty (30) days of the decision of the Local School System's Board of Education.

DISSOLUTION OF ASSETS

Key Actions:

- Protection of assets
- Final audit will be conducted
- Financial assets will be assessed (budget balances and special funds)
- Inventory will be taken (or existing inventory will be integrated with final one) of all assets including:
 - educational materials
 - furniture
 - equipment
 - removable fixtures
 - facility
- Tracking of funding sources for assets will be completed
- Liabilities will be assessed
- Distribution plan will be constructed according to funding sources and liabilities
- Liabilities will be liquidated
- Inventoried items will be distributed according to plan

(Resource: Maryland's Charter School Closure Guide)

CHARTER SCHOOL DISSOLUTION PLAN

LOCAL SCHOOL SYSTEM: _____

CHARTER SCHOOL: _____

SCHOOL YEAR: _____

CORE ACTION	TASK	RESPONSIBLE PARTY	EXPECTED COMPLETION DATE	STATUS
Student Enrollment: Account in an accurate and timely manner the school's final student enrollment.	Within 5 days after the decision not to renew the contract, submit to [INSERT NAME] a current student roster including the names, grades, and district of residence for each student enrolled in the school.			
	Provide monthly updates to [INSERT HERE] on changes to enrollment roster.			
	Submit final enrollment count.			
Financial Statements: Accurately account for the school's financial status through the dissolution process.	Within 10 days after the decision not to renew the contract, submit to [INSERT HERE] most recent financial statements, including but not limited to a budget vs. actual, cash flow report and balance sheet.			
	Submit updated financial statements monthly thereafter until dissolution is complete.			
	To the extent possible, terminate all present leases, services and contracts not necessary for the dissolution of the school.			
	Determine what will happen to lease if terms extend beyond dissolution.			
Trustee: Appoint a trustee(s) to assume oversight of the school's dissolution process	Submit evidence of the Board's resolution appointing a liaison to coordinate the management of the dissolution of the			

and responsibility of archived records.	charter school. Include contact information of liaison.			
	Appoint a trustee to oversee the final repository of the school's business records, including but not limited to bank statements, invoices and payroll registers. Include contact information for such trustee.			
	Assign a trustee to be responsible, for a minimum of five years, the maintenance of staff personnel records for the purposes of, but not limited to, verifying prior employment. Provide to [INSERT NAME] a contact name and phone number of the trustee responsible for maintaining personnel records.			
Student Records: Ensure each student continues his or her education and has complete student records (academic, health, special education) transferred to their new school.	Implement a follow-up procedure to determine where each student will continue his or her education and the transfer of student records to such school.			
	If a student's record has not been transferred by August, notify [INSERT NAME].			
	Provide [INSERT NAME] with a final list of student names and the schools to which they are transferring.			
	Appoint a responsible staff person that, if requested, can provide detailed information on academic transcripts and grading systems for a minimum of five years after the school's closure. Submit to [INSERT NAME] the contact information for such person.			
Personnel Records: Ensure	Submit to [INSERT NAME] an updated			

employment records are updated and archived.	status report listing all teachers and staff employed at the school.			
	Compile a complete set of personnel records including that, for each employee includes, at a minimum, social security number, employment history, copies of certificates, employment contract and evaluations of performance.			
Financial and Contractual Obligations: Satisfy the school's liabilities and distribute assets in a fair and transparent manner.	Submit to [INSERT NAME] a report accounting for the present value of the school's liabilities held by all of its creditors, including but not limited to, vendors, contracted professionals, financial institutions, pension and health benefits agencies.			
	Submit to [INSERT NAME] a report accounting for, and the present value of, all assets held by the school purchased with public funds, including but not limited to furnishings, technology, books, supplies, equipment and property.			
	Devise and implement a plan for liquidating assets necessary to satisfy creditors and a plan for the distribution of any remaining assets purchased with public funds. File all final federal, state and local employer payroll tax returns and issue final W-2's and Form 1099's by the statutory deadlines.			
Note: Assets must be liquidated in a manner to ensure the highest possible price is obtained. This may be done retaining an auctioneer. If an asset is subject to a security interest, the secured party should be contacted. Assets may not be given away, except as authorized by law. Furthermore, board members of the charter school and their relatives as well as employees and students of the charter school should not purchase any assets unless the purchase is disclosed to the charter school's board and the disclosure is made a matter of record in the board's official proceedings and approved by a majority of the non-interested directors.				

Grants: Properly liquidate of goods acquired through federal grants	Verify liquidation and/or transfer of property acquired through federal grant funds.			
	Close out all state and federal grants and file any required reports.			
Final Audit: Conduct a final financial audit	Submit to [INSERT NAME] an approved board resolution appointing an independent auditor to perform the final audit. Provide contact information for such auditor, estimated start and completion date of audit and estimated cost of the audit.			
	Submit to [INSERT NAME] evidence that an escrow account has been established to pay for the audit.			
	Submit copies of the audit report to [INSERT NAME].			
Accountability and Reporting: Submit required end-of-year reports	[INCLUDE SPECIFIC REPORTS REQUIRED BY MARYLAND LAW OR DISTRICT CHARTER SCHOOL POLICY HERE]			
Legal: Dissolve board and relieve individual board members	Board of Trustees adopts a resolution that the school as a corporation be dissolved.			
	Notify appropriate agencies including [XXX] of the closure of the school.			

Receiving Signatures: _____
Charter School Governing Board President Date Charter School Operator Date

PERFORMANCE CONTRACT: EXHIBIT 4- FEE SCHEDULE

CHARTER SCHOOL FEE SCHEDULE

This agreement is entered into by the _____ Charter School and the _____

Local School Systems for the _____ School Year as follows:

PURCHASED SERVICE	FORMULA CALCULATION	EXPLANATION	SCHEDULE OF SERVICES	NOTES / CONDITIONS
Charter Oversight Fee	2% of Per Pupil Allocation	Maryland State Board Formula-Commensurate Funding	All year based upon charter school contract	REQUIRED
Special Education				REQUIRED
Facility Use				

The Charter School agrees to pay the service fees as indicated above for the indicated school year. These funds will be deducted by the Local School System from the per pupil revenue at the beginning of the school year, unless special arrangements are hereby noted.

Charter School Approval: _____
Charter School Operator Date

Local School System Approval: _____
LEA Liaison Date

MENU OF AVAILABLE SERVICES

(Not included by Authorizer's Oversight Administrative Fee)

- Transportation
- Additional Health Services
- Additional Counseling or Support Personnel Services
- Print Shop
- Supply Warehouse Services
- Technology Support
- Technical Assistance
- Custodial Services
- Security
- Building Maintenance

PERFORMANCE CONTRACT: EXHIBIT 5- EVALUATION FRAMEWORK

The following framework is used to assess the performance of the Charter School to ensure quality performance

EVALUATION FRAMEWORK

LOCAL SCHOOL SYSTEM: _____

CHARTER SCHOOL: _____

DATE OF REVIEW: _____

The School Evaluation Framework is perhaps the most important attachment of the Performance Agreement. It presents the basis on which the authorizer will make its renewal decision. The Framework defines performance-based outcomes in relation to state, federal and Charter requirements. Within each category and subcategory, the school receives one of four ratings: Does Not Meet Standard, Approaching Standard, Meets Standard, Exceeds the Standard. The Evaluation Framework promotes performance-based accountability and transparent, merit-based renewal decisions. Mission-specific goals are an important part of the charter school idea. The Evaluation Framework serves to identify areas that need improvement within the agreement period. The total score does not determine whether or not a charter will be renewed. The weighting of some categories may vary depending on the circumstances, and it is impossible to predict every circumstance that might arise. Ordinarily, the renewal decision requires a balancing of cumulative strengths and weaknesses; however, a school might have accomplishments or problems in any one area that are so significant as to be a determining factor. The final decision will always require professional judgment; the purpose of the Evaluation Framework is to make the exercise of that judgment more transparent and objectively informed.

DIRECTIONS

COMMENTS SECTION:

Used to make notes based upon observations, findings or needs for clarification

SCORCES OF EVIDENCE:

List of documents, manuals, processes, or any other method that can be used to collect information that will provide data to successfully conduct the assessment

FINAL RECOMMENDATIONS:

Use your results for each standard to summarize findings. These will then be converted into *Areas for Attention* in the *Site Visit Report* included in the *Site Visit Protocol*.

ACHIEVING TEAM CONSENSUS:

Once the site visit has been concluded, team members should meet to review their documentation and summarize finding. The team then reaches decisions that will be used in completing the *Site Visit Report*.

SCORING KEY

DOES NOT MEET =	Little or no evidence exist of any attempt made to comply with this indicator - these will be listed as <i>Areas for Attention</i> on the <i>Site Visit Report</i>
APPROACHING =	Some evidence exists but not enough to meet basic requirements- these will be listed as <i>Areas for Attention</i> on the <i>Site Visit Report</i>
MEETS=	Basic efforts have been made to meet this indicator
EXCEEDS =	School has gone beyond basic requirements and can serve as a model for best practices. Can be listed as commendations on the <i>Site Visit Report</i> .

STANDARD 1: SUCCESSFUL EDUCATIONAL PROGRAM

Indicators:	Does Not Meet:	Approaching:	Meets	Exceeds	Comments:
1. The school is meeting AYP targets.					
2. Students are making substantial and adequate gains over time.					
3. The school is meeting goals specified in its charter school application.					
4. The school's curriculum, as implemented in the classroom, consistently addresses the skills and concepts that meet State Learning Standards.					
5. The school establishes and implements an accommodation plan that addresses the needs of diverse learners.					
6. The school has systems and structures in place to regularly and systematically review the quality and effectiveness of the academic program.					
7. The classroom and school environment is orderly and conducive to student learning and staff success.					
8. Teaching lessons are aligned with the school's mission and students are fully engaged.					
9. Teachers and school leaders use qualitative and quantitative evidence					

to inform and guide instructional training, planning, and practice.					
10. School leaders provide teachers with feedback and guidance that leads to improved instructional practice and student achievement.					
11. For secondary students, the school provides sufficient guidance and support preparation for post-secondary options.					
Rating	(0)	(1)	(2)	(3)	STANDARD RATING=
Sources of Evidence					
Final Recommendations:					

STANDARD 2: THE SCHOOL MEETS THE TERMS OF ITS CONTRACT

Indicators:	Does Not Meet:	Approaching:	Meets	Exceeds	Comments:
1. The school is faithful to the mission, vision, and educational philosophy defined in the approved charter application and subsequent amendment (s) if applicable.					
2. The governing board implements the governance and leadership structures as defined in the charter.					
3. The school provides services for all students, including but not limited to those with Special Education and English Language Learner needs, as defined in the application.					
4. The school's student recruitment and enrollment process complies with the charter and as defined by charter school State and Federal regulations.					
5. The school's mission is clearly understood by all stakeholders.					
Rating	(0)	(1)	(2)	(3)	STANDARD RATING=
Source of Evidence:					
Final Recommendations:					

STANDARD 3: THE ORGANIZATION IS EFFECTIVE AND EFFICIENTLY OPERATED

The school is in sound fiscal health - Indicators:	Does not Meet	Approaching	Meets	Exceeds	Comments:
<p>1. The school demonstrates effectiveness in the following:</p> <p>a) its local and state financial audits (e.g., no presence of “significant findings”)</p> <p>b) its financial staffing and systems</p> <p>c) its success in achieving a balanced budget over the past three years</p> <p>d) the adequacy of its projections of revenues and expenses for the next three years</p> <p>e) its fulfillment of financial reporting requirements as outlined in the charter agreement</p>					
RATINGS:	(0)	(1)	(2)	(3)	STANDARD RATING=
<p>Sources of Evidence:</p> <p>a) Results of Accounts audit of school finances.</p> <p>b) Results of external audit of school finances commissioned by school in accordance with Charter Agreement with the LEA.</p> <p>c) Review of projections submitted by school at the time of this rating.</p> <p>e) LEA Liaison's Office records of timeliness of report submission</p>					

The school's student enrollment, attendance and retention rates are strong- Indicators:	Does not Meet	Approaching	Meets	Exceeds	Comments:
2. The school is consistently fully enrolled. Student attendance and retention rates are consistent with the school's agreed-upon target rates.					
RATINGS:	(0)	(1)	(2)	(3)	STANDARD RATING=

Sources of Evidence:

Where possible, these data will be obtained from the LEA official counts. In other cases, schools will report data according to a form prescribed by the LEA Liaison's Office.

The school's board is active and competent in its oversight- Indicators:	Does not Meet	Approaching	Meets	Exceeds	Comments:
3. The school has clear, consistent, and competent stewardship. The board has the number of members specified in the by-laws; there is evidence of board stability related to the term limits stipulated in the board's by-laws.					
4. Board members are knowledgeable about the school; roles and responsibilities of the school's leadership are clearly delineated and distinct from that					

of the board; board meetings reflect thoughtful discussion and progress in the consideration of issues.					
5. The board meets the standard for this sub-question AND: displays exceptional expertise and stewardship, as evidenced by significant board actions to enhance the school over time and by its active role in school development.					
6. The board regularly and systematically assesses the performance of school administrators against school-wide goals and makes effective and timely use of evaluation to identify improvements and growth needs.					
7. The board operates with a clear set of goals for the school and has developed a set of tools for understanding progress toward meeting those goals including those outlined in the school's improvement plan.					
RATINGS:	(0)	(1)	(2)	(3)	STANDARD RATING=
Sources of Evidence:					
Site Visit Reports			Board Member Profiles		
Evidence of Board Endorsement on key documents			Board Organizational Chart		
Board Meeting Agenda and Minutes			Board's Strategic Plan for the School		

The school's leadership is focused on effective school and organizational development	Does not Meet	Approaching	Meets	Exceeds	Comments:
8. The school develops budgets that are realistic and in support of student achievement.					
9. The school implements an effective system of internal controls over revenues, expenses, and fixed assets, and exercises good business practices.					
10. The school demonstrates that families are satisfied with the school's program.					
11. The school has realistic plans for program improvement, future expansion and adequate facilities.					
12. Staff employed by the school meet all applicable state and federal qualifications and standards.					
13. The school has provided models for replication and best practices.					
14. The school has internal measurements linked with the school's promotion and exit standards.					
15. The school's leadership displays expertise in instructional leadership.					

16. The school's leadership team displays expertise in good management practices.					
17. The school demonstrates that it is meeting school-specific organizational and management performance goals.					
18. The school's physical plant is safe for students and staff.					
19. The school has established and implemented a fair and appropriate pupil enrollment process.					
20. The school properly maintains special education files for its special needs students.					
21. The school is fulfilling its legal obligations related to access and services to English Language Learners.					
22. The school has developed adequate human resource systems and deployed its staff effectively.					
23. The school maintains ongoing communication with all stakeholders in a clear and helpful way.					
24. The school has an explicit school-wide behavior management system and it is consistently implemented.					
25. The school has implemented job embedded on-going professional learning					

linked to school improvement goals.					
RATINGS:	(0)	(1)	(2)	(3)	STANDARD RATING=
Sources of Evidence					
School visit report			School plan		
Professional learning plans			Audit report		
Behavior management plan			Parent surveys		
Admissions policy and recruitment plan			Governing Board's strategic plan		
Final Recommendations:					
TOTAL RATING:					
			- Does not meet		
			- Is approaching		
			- Meets		
			- Exceeds		

Rating Key: 0-20 (does not meet standards)
21-41 (is approaching standards)
42-82 (meets standards)
83-123 (Exceeds standards) - commendations

REVIEW TEAM CONSENSUS

STANDARD 1: SUCCESSFUL EDUCATION PROGRAM

Commendations:

Areas for Attention:

STANDARD 2: THE SCHOOL MEETS THE TERMS OF CONTRACT

Commendations:

Areas for Attention:

STANDARD 3: THE ORGANIZATION IS EFFECTIVE AND EFFICIENTLY

Commendations:

Areas for Attention:

OTHER:

Commendations:

Areas for Attention:

CHARTER SCHOOL EVALUATION FRAMEWORK

SITE VISIT PROTOCOL

TABLE OF CONTENTS

I. Purpose

II. Evaluation Questions

III. Team Members

IV. Pre-site Visit Planning Meeting

VI. Schedule For Site Visit And Relevant

VII. Reporting Results Of The Site Visits

VIII. Action Plan For Continuous Improvement

Purpose

A site visit team will visit each of the Authorizer's sponsored charter schools once a year. Additional visits may also be conducted at the Authorizer's discretion. The primary purpose for the site visit is to collect information and compile an annual report that will result in a progress report to the Local School Board of Education, related to performance evaluation. During these annual reviews the visiting team members will talk with teachers, students, administrators and parents, visit classrooms, and review documents and materials.

Evaluation Standards

Maryland Authorizer's have developed the Charter School Performance Framework in order to guide the Office's oversight and evaluation of charter schools. The Framework specifies the expectations that Authorizer's have for the performance of the schools it charters in the state of Maryland and guides the information that is gathered and reported through the site visits. The Framework is built around four standards of quality performance:

1. The educational program is successful
2. The School meets the terms of its charter and mission
2. The organization is effective and operates efficiently

The results from each of the annual visits will be compiled and shared with the school. Any of the areas indicated for improvement must be addressed with an improvement action plan (see attached). It is expected that progress will be evident in the following year's site visit. Schools that fail to make progress will be placed in intervention (see Exhibit 6).

Team Members

The team may consist of several members representing academics and administration and operations as designated by the Authorizer. An informational and planning meeting will be held with all charter schools authorized by the local school system before the site visits are held.

Pre-Site Visit Information and Planning Meeting

This meeting will take place a month before the visits to ensure that all charter schools will have an opportunity to review materials and ask clarifying questions. LEA Charter School Liaisons for each authorizer will organize the meeting. It is required that the principal along with the site visit facilitator of the school attend this meeting.

During the meeting the following topics will be discuss:

- Purpose of the site visit
- Calendar for the site visits
- Activities that will take place during the visit
- The school's preparation for the visit.

Each school is required to identify a facilitator prior to the site visit to help arrange the following:

- Set up a work space and identify space for focus groups and interviews
- Identify best time to do focus groups or interviews with parents, teachers, students and board members
- Assist with the identification of focus group participants
- Identify who performs administrative responsibilities designated at the school and help schedule. An example of this could be with individuals that perform the following roles:
 - Operator
 - Principal/instructional leadership
 - Business management/financial duties
 - Grade/level and/or curriculum leadership
- Assist by providing guidance with the master school for classroom visits
- Identify areas for additional feedback request
- Provide the following information:
 - Copy of school's master schedule
 - Organizational chart and/or list of staff (names, grades, subjects, e-mail address) and map of the school with teachers, grades and classroom location identified (or numbering system and location and grade of teachers)
 - Copies of written policies and handbooks for teachers, parents, and/or students (have available during the site visit)
 - Have each student bring one sample of work to the student focus groups

Schedule for Site Visit and Relevant Questions

I. Orientation for Team (LEA Charter School Liaison)

II. Meeting with School Leadership:

- Overview of site visit (Team Leader) and questions (Team)
- Background information on school – mission, enrollment targets, description of philosophy and curriculum
- Current issues/needs
- Areas in which school would like feedback from team

III. Tour of the School

- Orientation to grade and classroom organization
- Special function rooms – libraries, resources
- Staff work spaces

IV. Focus Groups

Purpose of interviews and focus groups:

Collect information that will highlight important information, situations, and experiences that can provide insight into the school's effectiveness.

Possible focus group questions:

Parents:

- Where did your child(ren) attend school last year and why are they attending this school?
- How is this school different than other schools at which your child has been enrolled?
- Are your expectations for the school being met? Why/why not?
- What is/are your child/ren learning?
- What information is the school providing about your child's learning?
- In what ways are you involved at the school?
- Name one thing that you like and one thing that you dislike about the school.

Students:

- Why are you attending this school?
- Where did you attend school last year and how is this school different?
- What are you learning? Or describe a typical class?
- Share your work sample and tell why you selected the one you brought.
- Do you feel safe in this school?
- Name one thing you like and one thing you don't like about the school.

Teachers:

- Why are you teaching at this school?
- How is this school different from others in which you have taught (if relevant)?

- What is the mission for the school and is the school achieving its mission?
- What are the primary goals of the school? How well is the school meeting these goals?
- How are curricula decisions made and what steps are taken to implement the decisions?
- What is your greatest academic challenge?
- Do you have any students with “special” needs (e.g., special education, English as a second language, academic, etc)? Do you have the resources you need to meet their needs?
- Do you find that, given the set-up of this facility, the school is conducive to high levels of student learning?
- Describe how the teaching staff interacts with the school administration.
- Name one thing you like and one thing you don’t like about the school.

V. Classroom Observations

During the visit, the site visit team will conduct an academic audit as part of the site visit process. The audit will include an informal observation at randomly selected classrooms and hold interviews with school instructional staff and administrators, and interviews or focus groups with some students and parents. The team will also review sample lessons and associated curriculum.

VI. Interviews: Grade-Level Leaders and/or Curriculum Specialists (Teacher Leaders)

These interviews may focus on the following questions:

Is the organization effectively and efficiently operated? Is the school providing the appropriate conditions for success?

- What is the mission for the school?
- In general are teachers, parents and administration aware of and supportive of the mission of the school?
- Is there an explicit school-wide behavior management system and is it consistently implemented? Is it conducive to student success?
- How are parents involved in this school? Are your goals for parents being achieved?
- Is the school climate conducive to staff success?

Is the academic program a success?

- How do you ensure that students learn Maryland state learning standards?
- How are curricula decisions made (how often, who is involved, what is the process)?
- Do you think teachers are in general aware of and adequately implementing grade-level curricular goals?
- What is your process for identifying staff development needs? What kinds of staff development have you/will you provide teachers?
- How do teachers collaborate within grades and across grades (e.g., 5th with 6th)?
- What kinds of autonomy do teachers have in terms of teaching and learning?
- Do teachers have sufficient resources to implement the curriculum?

- What assessment instruments and processes are you using to understand and track student learning in your grade or curricula area?
- How does the school make accommodations for students with diverse learning needs?
- How is coaching provided to teachers to help improve teaching practices?

Is the school meeting its operations and access obligations?

- What and how do you provide information about student learning to parents? To the public?
- What concerns or needs do you have at this time, especially about your grade or curriculum area?
- Is the school facility safe and conducive to learning?
- What process is in place to identify students with “special” needs (e.g., special education, English as a second language, academic, etc.)? Do teachers have the resources they need to meet the needs of these students?

VII. Administrator Interviews

Operators:

Is the organization effectively and efficiently operated?

- Are Board members, teachers and parents aware of and supportive of the mission of the school?
- How do you select Board members? How do you ensure that the Board members are aware of and meeting the needs of the school?
- How frequently do you interact with Board members? What is the nature of those interactions?
- Is the school meeting its enrollment targets and is there a wait list? Do you have the student population that you targeted or expected?
- How are parents involved in the school?

Is the school meeting its operations and access obligations? Is the school providing the appropriate conditions for success?

- Do you have any concerns related to compliance issues (facilities, functioning of the Board, HR {employment contracts, teachers being licensed and teaching in fields for which they are licensed, background checks, etc.)?
- Do you have confidence that the assessments you are using will provide you adequate information related to student learning? Related to achieving the goals of your charter?
- What will you provide and how will you provide information to the public and to parents about student learning and about your school?
- Are you having any challenges related to human resources (for teaching and non-teaching staff)? Are all of your staff members aware of their responsibilities? Do their qualifications match their responsibilities, and do they have the resources they need to effectively complete their responsibilities?
- What concerns or needs do you have at this time?

Principal/Instructional Leader:

Is the educational program a success?

- How have teachers been made aware of the school's educational goals? How are they progressing towards meeting those goals?
- What are your strategies for responding to the State standardize assessment results?

Is the school providing the appropriate conditions for success?

- Briefly describe the curriculum and the processes used to make/change curricula decisions? Is there communication between and across classrooms?
- Are you satisfied that the curriculum is being well implemented?
- Are there adequate resources to support curricula goals and individual classroom teacher needs?
- Are you satisfied with the level at which teachers are implementing the curriculum and best practices in the classroom?
- Do you have confidence that the assessments you are using will provide you adequate information related to student learning? Related to achieving the goals of your charter?
- How do you identify and link instructional needs and staff development?
- What professional development opportunities have been/will be provided?
- Are Board members, parents and teachers aware of and supportive of the school's mission?
- What instruments and processes do you have in place to know if all students are learning?
- Is there a school-wide, explicit behavior management system in place? Is it consistently implemented?
- How are parents involved in this school?
- What type of support do you receive from the CEO and the Board?
- Describe your teacher performance evaluation process.
- Is the school meeting its operations and access obligations?
- What and how will you provide information to the public and to parents about student learning and about your school?
- What concerns or needs do you have at this time?
- What process(es) are you using and how do you address the needs of "special" students?
- Does your staff have the resources it needs to effectively address those needs?

Business Manager/Financial Officer:

Is the organization effectively and efficiently operated? Is the school meeting its operations and access obligations?

- Do you have any concerns related to compliance issues (facilities, functioning of the Board, HR (employment contracts, teachers being licensed and teaching in fields for which they are licensed, background checks, etc.)?
- Who has responsibility, what processes do you have, and are you satisfied with your processes for: HR, payroll, purchasing, budget, etc?
- What concerns or needs do you have at this time?

VIII. Board Meeting Observation

A member of the site visit team will observe at least one board meeting as close to the time of the site visit as possible. During the meeting, the team member will observe the board's process for decision-making and discussion. In addition, the team member will request an opportunity to ask questions at the end of the meeting as well as offer feedback on his or her observations. The team member's observations and questions at the end of the meeting might address the following questions:

- How often does the board meet and what issues has it considered?
- What decisions has the board made? How does the board document meetings/decisions?
- How do board members know decisions are implemented?
- What are the board's priorities?
- What strengths and concerns do board members express about the school?
- From the perspective of the board, what is the school mission and is it being achieved?
- What is the board's relationship with administration and what do board members perceive the differences in roles and responsibilities to be?
- Do board members have different responsibilities or functions?
- Do you have written policies, handbooks, etc.?

Reporting Results of the Site Visits

At the conclusion of the visit the team will provide feedback to the school's leadership team and provide the school with a summary report based upon the expectations of the *Evaluation Framework*. A copy of the report will also be provided to the Local School System's Board of Education and to MSDE's Charter School Office. The report will include brief written commendations and areas for attention. A copy of the report template for schools after their first year of operation follows. A copy of these reports will be shared with the Mayor's Office and with the school leadership team. The reports will be used by the Authorizer to monitor school performance and will be used for planning and decision-making. It will also become part of the school's public record, and may be used for public reporting purposes as part of the annual accountability report. A continuous action plan should be prepared by the school and a copy shall be submitted to the LEA Charter School Liaison and to MSDE's Charter School Office. A copy of the template is included with this document.

MARYLAND CHARTER SCHOOLS

Site Visit Report

School _____

Date of review _____

Review team members _____

Commendations and Areas for Attention

Please note *commendations* and *areas for attention* for each standard of the *Evaluation Framework* listed below. When appropriate, specific examples to support the observation will be included. If the review team indicates 'none' under a particular area, this indicates that the school is performing satisfactorily in that area:

STANDARD 1: SUCCESSFUL EDUCATION PROGRAM

Commendations:

Areas for Attention:

STANDARD 2: THE SCHOOL MEETS THE TERMS OF ITS CHARTER AND ITS MISSION

Commendations:

Areas for Attention:

STANDARD 3: THE ORGANIZATION IS EFFECTIVE AND EFFICIENTLY OPERATED

Commendations:

Areas for attention:

OTHER:

Miscellaneous commendations:

Miscellaneous areas for attention:

_____ COUNTY SCHOOL SYSTEM CHARTER SCHOOL LIAISON:

Signature

Date

PERFORMANCE CONTRACT: EXHIBIT 6-INTERVENTION PROTOCOL

THE SCHOOL INTERVENTION PROCESS

This process is initiated during the years of the charter school contract when the Authorizer is performing the oversight and monitoring responsibilities and uses a combination of processes to collect information to determine how well a Charter School is fulfilling expectations and meeting the terms of the contract.

The *Evaluation Framework* is used to record findings on an annual basis but not be the only process used to initiate an intervention process. The intervention process can be initiated anytime there is a discovery that there is an immediate need to improve or remedy an area listed in the *Performance Contract*.

STEP ONE

Charter School receives a notice of contract violation from the County Board or its designee which lists the areas of concerns. The notice will direct the school to meet with its representatives and to prepare the remedial action plan included in this exhibit.

STEP TWO

Meeting is held between the Charter School Operator and Charter School Board President to meet the representatives from the County Board within thirty (30) days of issuance of the notice of violation to discuss concerns and to review the proposed develop a plan of remedy

STEP THREE

The plan of remedy is approved by the County Board and the school is placed on Intervention status.

STEP FOUR

All activities and timelines identified in the plan of remedy must be adhered to and will be monitored closely. Upon the deadline for the implementation of the remedies in the plan or as soon as concerns have been satisfactorily addressed, the County Board will formally provide written notice that the school has met expectations and would no longer be in intervention status.

If the Charter School fails to correct the violations, the County Board will then proceed to initiate the "Intent to Revoke" and formally notify the Charter School according to procedures included in *Exhibit 3*.

The Local School System will make reasonable attempts to provide sufficient time for the Charter School to remedy violations and submit evidence of remedial actions. In the event of unforeseen circumstances, the Charter School governing board may request additional time for remedy.

As soon as a Charter School receives a *Notice of Contract Violation*, it is important that the school seek the technical assistance and the expertise necessary to help analyze and develop the improvement plan, entitled *"Plan of Remedy"* in this exhibit.

Once the plan has been approved by the Local School System, it is strongly recommended that the governing board play an active role in ensuring that the plan is effectively implemented.

The template plan that follows should be completed and signed by the Charter School's Governing Board President and the Operator and be submitted to the Charter School Liaison prior to the scheduled meeting.

CHARTER SCHOOL REMEDY PLAN

CHARTER SCHOOL: _____ SCHOOL YEAR: _____

CONTRACT VIOLATION	REMEDY / ACTIONS	COMPLETION DEADLINE:	INDICATORS OF SUCCESS / EVIDENCE	COMMENT

Signatures:

 Charter School Governing Board President Date Charter School Operator Date

Plan Approval Signatures:

 Local School System Liaison Date

PERFORMANCE CONTRACT: EXHIBIT 7-EDUCATIONAL SERVICE PROVIDER
REQUIREMENTS

The purpose of these procedures is to provide guidance to the Charter School Governing Board in the event that it intends to contract out management services or any operations to another party to establish a "Service Agreement".

Educational Service Provider arrangements sometimes give a third party substantial responsibility for the operation of a Charter School and control over the School's finances. The authorizer is not responsible for monitoring that contractual relationship. However, it does have an obligation to ensure that the Charter board retains its statutory responsibilities and that the school-service provider relationship will not inhibit the authorizer from fulfilling its oversight responsibilities. The following Exhibit establishes a contract review checklist designed to ensure that both the Charter board and the authorizer retain authority to fulfill their legal rights and responsibilities under the Charter and applicable law.

I. Required Provisions of Bylaws.

The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Agreement") without first submitting such Service Agreement to the _____ Local School System for review and approval.

II. Submission of Service Agreement.

The Service Agreement shall be submitted to the Local School System no later than 30 days prior to its effective date. If the school system determines that the Service Agreement does not comply with the provisions set forth in the Performance Contract, or that the Charter Operator's entering into the Service Agreement would otherwise be in violation of the conditions set forth in this Exhibit, any other part of the Charter Schools Education Article Title 9, or the school's Charter, then the Local School System shall notify the Charter School within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Agreement unless and until the deficiencies noted by the Authorizer have been remedied to the Local School System's reasonable satisfaction.

III. Required Terms of Service Agreement.

The Service Agreement shall include, without limitation, the following Required Terms:

- a. The Service Agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter Performance Contract.
- b. The Service Agreement shall describe the specific services for which the Service Provider is responsible and shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter School in the management and operation of the School, including development, approval and oversight of the Charter School's budget; development, approval

and oversight of the Charter School's curriculum; and oversight of the Service Provider's services.

c. The Service Agreement shall expressly provide that the Charter Operator retains, at all times, ultimate responsibility for the Charter School's budget and curriculum.

d. The Service Agreement shall include procedures by which the Service Provider will be accountable to the Charter School including expressly addressing how the School will evaluate and hold the Service Provider accountable in relation to the performance requirements set out in the Charter School Evaluation Framework.

e. The Service Agreement shall be terminable by the Charter School in accordance with its established termination procedures.

a) upon default by the Service Provider, including without limitation any act or omission of the Service Provider that causes a default under the Charter Performance Contract or that causes the Charter School to be in material violation of applicable law, or

b) for other good cause as agreed by the Charter School and the Service Provider.

f. The Service Agreement shall require that the Service Provider furnish the Charter School with all information deemed necessary by the Charter School or the Local School System for the proper completion of the budget, quarterly reports, or Financial Audits, required under Charter Performance Contract.

g. The Service Agreement shall provide that all financial reports provided or prepared by the Service Provider shall be presented in the format prescribed by the Maryland State Department of Education, or the Local School System.

h. The Service Agreement shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to criminal background check requirements to the same extent as employees of the Charter School and background checks shall be provided to the school within 24 hours from the time of request.

i. The Service Agreement shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.

j. The Service Agreement shall provide that the Charter Operator retains responsibility for selecting and hiring the auditor for the independent annual audit required by the Performance Contract.

k. The Service Agreement shall provide that Maryland law governs any legal proceeding arising out of a dispute between the Charter School and the Service Provider.

l. The Term of the Service Agreement shall not exceed the term of the school's Charter.

IV. Financial Reporting.

- a. **Budget.** The budget prepared by the Charter School pursuant to the Charter School Application and the Performance Contract shall include, without limitation, the following itemized information:
- i. All expenses and anticipated expenses associated with the operation and management of the Charter School.
 - ii. All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid pursuant to the *Service Agreement by the Charter School*. Such reporting should make clear the sources of revenue on which fees are based.
 - iii. All loan repayments for any loans made to the Charter Operator by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.
 - iv. All investments in the Charter School or Charter Operator by the Service Provider, including the expected returns on equity for such investments.
- b. **Quarterly Financial Statements.** Financial statements filed by the Charter School pursuant to the Reporting Schedule (Exhibit 8) shall reflect the school's entire financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Agreement.
- c. **Annual Audit.** The annual audits required in the Performance Contract ("School Financial Matters") shall include review of all fees and payments made by the Charter School to the Service Provider.
- d. **Reporting of Loans and Investments.** All loans to, or investments in, the Charter School or the Charter Operator by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter Operator and shall clearly state the Service Provider's expected return on equity.

V. Construction.

Nothing in this Exhibit shall be construed to waive or otherwise limit the obligation of the Charter School to provide information otherwise required to be reported under the Charter Schools Law, Federal Law and the Performance Agreement.

PERFORMANCE CONTRACT: EXHIBIT 8- REPORTING REQUIREMENTS

This section addresses many of the requirements that are necessary for the County Board as the Authorizer to conduct contract oversight, evaluate performance, monitor compliance, and inform intervention and renewal decisions. This oversight responsibility helps to:

- Foster a system of high quality, high performing charter schools
- Provide feedback that serves to guide school development and improvement
- Facilitate the renewal process

The Authorizer designs the reporting process by using a combination of many actions to collect important information:

-requires periodic progress reports

-collects essential data in a consistent manner

-reviews reports and helps address potential problems

-identifies delineated actions to take to address early intervention needs

-creates systems that hold schools accountable for programmatic, financial and compliance requirements and the terms of the contract

-ensures that legal obligations to students and parents are fulfilled.

The following reporting chart outlines these requirements along with timelines and is used by the *Charter School Liaison* as a tool for oversight and to monitor compliance with the ***Charter School Performance Contract***.

CHARTER SCHOOL REPORTING REQUIREMENTS

Charter School: _____

School Year: _____

The _____ Local School System requires that all Charter Schools comply with the deadlines for submitting information listed below.

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET REQUIREMENT YES OR NO	COMMENTS
The Governing Board has been established and is setting the policy direction for the school.	<ul style="list-style-type: none"> ➤ list of board members with contact info. ➤ schedule of meetings for the year (date, time and location) ➤ background checks for all board members ➤ board affiliation disclosures ➤ board by-laws ➤ board's strategic plan ➤ board policies 			
Key leadership positions have been filled and are providing leadership for the school. There are key lines of authority and responsibility	<ul style="list-style-type: none"> ➤ Organizational chart ➤ Job Descriptions 			
School is a non-profit organization	Articles of Incorporation			

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET EQUIREMENT YES OR NO	COMMENTS
Budget reflects expenditures and revenue for fiscal year based on realistic number of students enrolled	<ul style="list-style-type: none"> ➤ Provide Board approved budget for upcoming fiscal year 			
Student roster is available to teachers.	<ul style="list-style-type: none"> ➤ Provide written documentation of student enrollment as reflected in the Student Information System ➤ Provide copy of a class list 			
Student enrollment procedures are well documented and followed	<ul style="list-style-type: none"> ➤ Copy of a student application ➤ Copy of admission announcements ➤ Copy of governing board approved enrollment procedures ➤ Copy of student record with proof of student residency ➤ Copy of lottery procedures ➤ Evidence that intake process screens students to determine special needs, and ELL status 			

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET EQUIREMENT YES OR NO	COMMENTS
Has met the student enrollment as agreed upon in the contract	➤ Provide enrollment reports			
The number of teachers is adequate to meet classroom assignments and needs	<ul style="list-style-type: none"> ➤ Staff Plan ➤ Teacher rosters with classroom / subject area assignments 			
Employment policies have been established and shared with staff	➤ Staff handbook			
Appropriate arrangements have been made for the breakfast and lunch program	<ul style="list-style-type: none"> ➤ Information on breakfast program schedule and staffing arrangements ➤ Information about lunch periods, classes assigned to each and staffing / supervision arrangements 			
Provisions have been made for heath services and immunizations if appropriate	<ul style="list-style-type: none"> ➤ Nurse on board ➤ Nurse's office hours ➤ Procedures regarding the follow up of immunizations and how medications will be administered ➤ Record of Health Screenings 			

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET EQUIREMENT YES OR NO	COMMENTS
Emergency procedures are in place	<ul style="list-style-type: none"> ➤ Copy of emergency plan ➤ Evidence of communication / training for staff ➤ Copy of fire drill procedures ➤ Documentation that fire drills were conducted 			
Health and Safety procedures are in place	<ul style="list-style-type: none"> ➤ Fire Inspection report ➤ Health Inspection report 			
Provisions have been made for transportation	<ul style="list-style-type: none"> ➤ List of students receiving transportation with addresses ➤ Bus schedules ➤ Arrival and Dismissal procedures for students riding the bus 			
Parent and student orientation has been provided	<ul style="list-style-type: none"> ➤ Agenda ➤ Participation List ➤ Student Handbook 			

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET EQUIREMENT YES OR NO	COMMENTS
Student records have been secured and shared with teachers and are managed in a secure and organized way following State requirements	➤ Evidence of instructions for management of student records			
Space is adequate to meet the requirements of the program and the number of students enrolled	➤ Facility inspection and clearance			
Classrooms are appropriately furnished and arranged for instruction: - Furniture is commensurate to the grade level and the physical needs of the student -Necessary equipment , including educational technology is installed and ready to operate -Necessary instructional materials and supplies are available to teachers and students	➤ Opening of school readiness report			
School calendars and class schedules have been made available to students and their families	➤ School Calendar ➤ Classroom schedules ➤ Evidence of distribution			

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET REQUIREMENT YES OR NO	COMMENTS
Provisions have been made to implement special program and services to meet the needs of children with special needs and English Language Learners	<ul style="list-style-type: none"> ➤ Least Restrictive Environment Plan to serve students with disabilities ➤ List of service providers and schedules ➤ Schedule of student support meetings ➤ Description of ESOL services, schedule, number of students and name of the teacher ➤ Description of the management of IEPs and the records of students with disabilities. 			
Curriculum planning has taken place with all teachers	<ul style="list-style-type: none"> ➤ Curriculum grade level plans ➤ Schedule of teacher collaborative teams work 			

AREA OF REVIEW:	DOCUMENTATION NEEDED:	DUE DATE	MET REQUIREMENT YES OR NO	COMMENTS
Intervention programs are available for students that are not meeting academic standards	<ul style="list-style-type: none"> ➤ List of students in need of intervention ➤ Description of services and programs 			
The school demonstrate effective fiscal accountability practices	<ul style="list-style-type: none"> ➤ Financial Audit report ➤ Financial statements ➤ Grant compliance reports 			
School is implementing their educational design and goals as described in their charter	<ul style="list-style-type: none"> ➤ Action plans ➤ School Brochures ➤ School Website ➤ School Newsletter 			

LOCAL SCHOOL SYSTEM LIAISON REPORT

Based upon finding of this report the Charter School:

_____ Did Meet Standards Adequately

_____ Is Making Progress towards Meeting Standards - Requires Additional Improvements in:

_____ Did Not Meet Standards for the School - Did not provide sufficient evidence that it is a viable organization academically, fiscally, and operationally.

Local School System Charter School Liaison: _____

Date: _____

PERFORMANCE CONTRACT: EXHIBIT 9: SCOPE OF AUDIT PROTOCOL & FINANCIAL ACCOUNTABILITY

Overview

This section is provided to give schools a sense of the various monitoring activities of the County Board's (designees) ongoing financial oversight and evaluation process. The section also discusses the information gathered through means other than the primary monitoring activities that inform the LSS' assessment of each school's fiscal soundness.

Application Review

The financial oversight process begins with the review of a school's initial application for a charter. This section is limited to some of the key fiscal items required for approval. Separately, the LSS publishes a comprehensive *charter school application* that serves to assist potential applicants to understand what requirements must be met in the submission of an application.

Initial Statement

Each school is required to maintain appropriate governance and managerial procedures and financial controls. A key step in this process is the requirement that the school provide an "initial statement" of the status of its management and financial controls during its first year of operation. The initial statement should be sufficiently comprehensive and is supported by the requirement that the school engage an independent accountant to perform an agreed-upon procedures engagement to assist the school's board and the LSS Board of Education in evaluating the school's initial statement. The school must remedy any material deficiencies in collaboration with the Local School System.

Annual Budget and Cash Flow Projection

It is critically important for the school to maintain a balanced budget and suitable accounting processes to meet accountability needs and requirements. To ensure this schools are required to submit budgets and cash flow projection annually and to submit revised budgets when a material change in the school's program occurs (e.g. enrollment increase/decrease or additions to the grade levels offered).

Quarterly Report of Income and Expenses

This section reviews the required timelines for data submission to the Authorizer. Reported by each school four times per year (within 45 days of the end of each quarter), actual results should be consistent with the school's budget or not differ significantly in a negative way.

Audits

Public funds must be spent appropriately and with ample transparency. Timely audits are an important part of this transparency. Charter schools are required to have an annual financial statement audit and, if applicable, a Federal Single Audit. In addition, each school is subject to audit by the Maryland State Department of Education. The State Education Department and the LSS perform oversight monitoring visits that are typically not audits, but could be elevated to audits if circumstances warrant.

The LSS uses the results of each audit as part of its overall fiscal oversight of charter schools. The review procedures for each annual audit of each school's financial statements must be conducted by an independent certified public accountant in accordance with *Government Auditing Standards*. (See the Scope of Independent Audit included in this section).

The audit report opinion should be *unqualified* and the school should be generating positive operating cash flow and overall net assets should be positive or *not materially deficient*. Failure to submit the report in a timely manner negatively impacts the school's compliance record. Each school is required to prepare a corrective action plan addressing any weaknesses or problems identified in the audit. The corrective plan must address each suggestion for consideration of management contained in the compliance report and include a timetable that identifies the date by which each corrective step will have been completed. Your LEA Charter School Liaison will guide you in initiating your corrective action plan for review and approval.

Fiscal Site Visits

Interim fiscal site visits, typically done in the second operational year and at other times as needed, are conducted to gather contemporaneous information about a school's fiscal operations to supplement the LLS's ongoing monitoring procedures. The structure of these visits, which rely heavily on inquiry and observation, are closely aligned with the fiscal *renewal benchmarks*.

Renewal Visit Protocol

In order for the LSS to make a positive recommendation for the renewal of a school's charter to the Board of Education, it must find that the school will have the ability to operate in an educationally and fiscally sound manner. In addition, a school's fiscal and facility plans for the proposed new charter period must be reasonable, feasible and achievable. While the LSS has specific criteria by which to evaluate each school, in the first charter term, renewal decisions are based on the totality of the evidence gathered.

Selected Internal Control Practices for Charter Schools

The purpose of the section that follows is to provide charter schools with a list of key internal control practices to benchmark against. Charter schools should have internal controls in place to provide reasonable assurance that their goals and objectives are accomplished; laws, regulations, and good business practices are complied with; assets are safeguarded; and accurate and reliable data are maintained.

The document should be used as a guide in assessing the adequacy of controls in a charter school, but should not be used in place of management's judgment nor should it be considered all-inclusive. The practices identified in this document are indicators of an effective system of internal controls. Charter schools should compare these to its current practices and determine if the charter school's internal controls can be improved. When considering the implementation of any control, charter schools should be reminded that the cost of internal control should not exceed its expected benefits.

The objective of internal controls is to provide management with reasonable, but not absolute, assurance that goals are met; operations are efficient and effective; assets are safeguarded; laws,

regulations, and policies are adhered to; and accurate, timely, and reliable data are maintained. Internal control touches all activities of the school, extending beyond the simply the accounting and financial functions. It is important to note that even the best internal controls may breakdown due to management override, collusion, mistake, faulty judgment or cost constraints. An understanding of the components of internal control is facilitated by referring to relevant audit standards. For example, internal control are divided into five interrelated components: the control environment, risk assessment, control activities, information and communication and monitoring. The overall control environment of the school sets the tone of its people and is the foundation for all other components of internal control by providing discipline and structure. The school's assessment of relevant risks (any threat to achieving the school's business objectives) helps it form a basis for determining how the risks should be managed. Control activities are those policies and procedures that help ensure that management directives are carried out. The communication of information must be done in a form and time frame that enable people to carry out their responsibilities. Monitoring is an internal process that assesses the quality of the school's internal control performance over time.

This section identifies selected control practices and focuses on the third component of internal control: control activities. Control activities can be in the form of preventative controls intended to deter inappropriate events from happening. Detective controls are designed to detect and correct undesirable events that have already occurred. Corrective controls either remedy the circumstances that allowed the unauthorized activity or return conditions to what they were before the violation. Control activities can typically be summarized in the following general categories: performance reviews (e.g. actual performance compared to budget), information processing controls, physical controls and segregation of duties. Before moving to the list of control practices, it is important to highlight a challenge facing charter schools in the area of segregation of duties. Adequate segregation of duties requires that no single individual should have control over two or more phases of a transaction or operation (separate authorization, recordkeeping and custody). While segregation of duties is a basic, key internal control it can be difficult to achieve in charter schools because of relatively small size of these organizations. Appropriate segregation of duties increases the likelihood that innocent errors will be found and corrected and makes deliberate fraud more difficult because it requires collusion of two or more persons. Management should assign responsibilities to ensure a crosscheck of duties and implement additional compensating controls to address the increased risk when duties cannot be adequately segregated.

Compensating controls are less desirable than the separation of duties because compensating controls generally occur after the transaction is complete. However, in some circumstances, charter schools do not have the staff resources to establish adequate separation of duties. In such instances a school should implement compensating controls such as establishing procedures for the periodic review of accounting records to ensure they are up- to-date, complete and accurate; reviewing bank statements and reconciliations on a monthly basis to ensure that cash receipts are properly accounted for and cash disbursements agree with the board's authorizations. Other compensating controls may include periodically pulling and reviewing the supporting documents for selected transactions, taking periodic counts of equipment or other tangible assets and comparing the counts to accounting records to ensure equipment and supplies are on-hand. A less effective compensating control is the preparation and/or review of budget and trend analysis of expenditures. While this does not provide the specific detailed review, it can be a way to identify problem areas where further detailed review needs to take place. The following chart can serve to guide you in implementing financial controls:

FINANCIAL CONTROLS

I. Governance	Implemented	Actions Needed / Comments:
1. The charter school's code of ethics addresses conflict of interest transactions with board members and employees. Conflicted transactions should be avoided if at all possible. If such transactions are unavoidable, they should be fully and completely disclosed and examined.		
2. The board requires corrective action for issues reported in the CPA's management letter, audit reports, the Single Audit, and consultant reports and ensures that follow-up occurs.		
3. The board has established the minimum policies and procedures concerning charter school operations.		
4. The board engages in active oversight of the school by routinely receiving and discussing the fiscal reports including: budget status reports, interim financial statements, and cash flow projections.		
5. Board members are cognizant of their duties of care, loyalty and obedience. The duty of care requires a board member to be familiar with the organization's finances and activities and to participate regularly in its governance. Duty of loyalty requires that any conflict of interest, real or possible, always be disclosed in advance of joining a board and when they arise. A board has a duty of obedience to insure that the organization complies with applicable laws and regulations and its internal governance documents and policies.		
6. The charter school has a long-term financial plan (budget) for both capital projects and operating expenses. Long-term is typically defined as five years, but should at a minimum be constant with the life of the school's charter.		
7. The board ensures that it has the cumulative financial knowledge and expertise to oversee the financial operation of the school and are cognizant of the risks of fraud.		

8. Training opportunities are provided, if needed, for board members, school leadership and business staff to ensure they understand their duties and responsibilities and the data provided to them.		
9. The charter school's information systems are economical, efficient, current, and up-to-date.		
10. The charter school has disaster recovery plan. All computer files are secured with passwords or other controls, backed-up on a regular basis, and stored at an offsite location.		
11. Controls are monitored and periodically assessed to determine if they are working effectively.		
12. The charter school periodically rotates financial duties or requires all staff to take vacations during which time another staff member performs the duties of the staff on vacation.		
13. Committees of the board are established in accordance with Education Law requirement (at least 3 members) and no more committees are established than necessary to efficiently govern the school.		
14. The board has an audit committee to assist in carrying out its fiscal oversight responsibilities.		
II. Budget Development and Budget Administration	Implemented	Action needed / Comments
15. The charter school has written budget policies and procedures addressing such items as the budget timeline, preparation, administration, and budget transfers.		
16. The board can articulate the charter school's budgetary objectives including addressing areas such as funding priorities, maintenance of reserves and fund balance, incurrence of short and long-term debt, and replacement of fixed assets.		
17. The charter school has procedures in place to ensure that the budget remains in balance throughout the year.		

18. The charter school has procedures in place establishing for making budget transfers when required, as well as, material increases/decreases in the budget. A formal budget amendment should be used to document any material increase or decrease to the budget.		
19. The charter school has procedures to maintain and project cash balances throughout the year. Encumbrance accounting, or other methods, may be employed to accomplish this. Year-end cash projections are made regularly, so that the available balance is as accurate as possible and to help ensure the budget is not overspent.		
20. The charter school has procedures to compare actual to budgeted expenditures and actual to budgeted revenues along with procedures to project revenue collections and future expenditure needs for the remainder of the year. If a shortfall in projected revenues is expected, or if expenditures are expected to be unexpectedly higher in some areas, the charter school takes timely action to address the issues.		
21. A budget status report is provided to the board on a regular basis (no less than quarterly) and to the individuals responsible for controlling spending.		
III. Assessing Financial Condition	Implemented	Action needed / Comments
22. The charter school ends the school year with an operating surplus or expenditures consistent with budget balances.		
23. The charter school maintains a reasonable level of unrestricted net assets. The amount should be sufficient to permit the charter school to address shortfalls in revenue or unanticipated expenses.		
24. The charter school's unrestricted net assets is at least two percent (or other board designated benchmark) of the subsequent year's budget at year end. The school is aware of the concept of "expendable net assets" (unrestricted net assets less net fixed assets plus debt obtained for long-term purposes) when assessing its financial position.		

25. The charter school analyzes the effects of long-term debt on its current and future budgets.		
IV. Financial Accounting and Reporting	Implemented	Action needed / Comments
26. The charter school's accounting system facilitates the preparation of periodic financial reports including year-end financial statements in accordance with generally accepted accounting principles.		
27. The charter school's accounting system is integrated with key business functions including accounts payable, budgeting, general ledger, inventory/depreciation, requisitions and purchase orders, accounts receivable, and payroll.		
28. All accounting records (journals and ledgers) are kept up-to-date and balanced monthly.		
29. Revenue, expenditure, payroll, general journal, and general ledger detail reports are printed at year-end and a copy is retained.		
30. The charter school has adequate separation of duties for cash receipts, deposits, cash disbursements, disbursement approval, recording transactions, and bank and account reconciliations. Adequate separation of duties requires separating four basic functions - authorization, custody, record keeping, and verification/reporting.		
31. The charter school has a working purchase order system that ensures that funds are available before orders are placed. Purchase order will not be issued if there are insufficient funds.		
32. The charter school prepares cash flow projections to help determine borrowing needs and the timing and term(s) of investments.		
33. Each year after filing its Form 990 with the IRS, the charter school should prepare a copy for public disclosure omitting the names and addresses of all contributors. The charter school must make available "public inspection" a copy of IRS Form 990 and are required to provide copies on request to inquirers. Generally the IRS Form 990 copy should be made available on the same day if		

the request is made in person or within thirty days in response to written requests made via regular mail, e-mail, facsimile or private delivery. The regulation also notes that those schools that make their IRS Form 990 available on the Internet (in approved formats) would not be required to distribute photocopies.		
V. Auditing	Implemented	Action needed / Comments
34. The annual financial statements audit and the federal Single Audit, if applicable, are completed and submitted to the LEA by the due dates.		
35. Corrective action plans are prepared for all findings cited in audit reports.		
VI. State and Federal Grants	Implemented	Action needed / Comments
36. All State and federal grant reports are filed on time.		
37. The charter school ensures it applies for all the grant funds that: a) it is entitled to receive and b) makes sense to pursue after assessing the administrative and other burdens associated with grant. In addition, the charter school has procedures in place so that there is adequate communication and sharing of information within the school concerning active grants.		
38. The charter school has considered the appropriateness of including an indirect cost allocation for all applicable grants. Some charter schools may decide to use all of the grant funds for direct costs only.		
39. All charges to grants are supported by adequate documentation.		
40. Charter school staff is familiar with federal and State compliance requirements such as the Circular A-133 Compliance Supplement, OMB Circular A-87, and any specific grant documents.		

VII. Cash Receipts and Revenue	Implemented	Action needed / Comments
41. The board has authorized all charter school bank accounts.		
42. Procedures are in place to periodically verify that only board-authorized accounts have been established.		
43. Employees who handle cash are bonded.		
44. Only board-authorized individuals collect cash and pre-numbered receipt forms are used when the funds are collected.		
45. The charter school uses receipt forms or some other method (cash register, logs of tickets sold, pre-numbered tickets) to establish accountability for all funds collected including such items as school lunch sales, soft drink sales, library fines, lost book fees, ticket sales for sporting events, concerts, plays, or other miscellaneous fees and charges.		
46. Someone independent of other cash and record keeping functions opens the mail, restrictively endorses all checks, establishes a record of all funds received, and prepares the deposit slip.		
47. Someone independent of the record keeping function verifies the funds were, in fact, deposited into the bank. Generally, the person who makes the initial cash receipt list should be the person who checks their list to actual deposits.		
48. The individual collecting the any cash should reconcile the cash received with the register tape or log of tickets sold. The reconciliation should be reviewed and approved by a supervisor.		
49. Someone independent of the business office should periodically verify the reasonableness and completeness of all deposits.		
50. The charter school has a procedure whereby the bank will only wire funds after it receives confirmation to do so from a second person which the charter school has authorized to approve the transfer.		
51. All wire transfer notices are retained to support the transaction.		
52. All cash and checks are kept in a secure location (preferably in a safe) and deposited in the bank daily.		

53. Cash balances on the bank statements are reconciled to the cash balances on the accounting records on a monthly basis.		
54. The bank account reconciler should obtain bank statements directly from the bank (via mail, pick-up, or other means).		
55. The individual responsible for the bank account reconciliations should not have any duties related to cash receipts and disbursements.		
56. The bank account reconciler obtains the “book balance” directly from the general ledger, not through an intermediary person or from some other document.		
57. The bank account reconciler compares bank statement deposit dates and amounts with cash receipts book entries.		
58. The bank account reconciler compares, on a test basis, the date, payee, and amount on cancelled checks with cash disbursements book/warrant entries.		
59. The bank account reconciler, on a sample or risk basis, evaluates endorsements on checks for reasonableness.		
60. Once the reconciliations are completed, someone independent of the process should review them for completeness and to ensure they do not include outdated reconciling items.		
61. The charter school’s management has the collective knowledge to be aware of the revenue and in-kind services to which it is entitled and has procedures in place to ensure it receives the revenue or in-kind services it is entitled to.		
62. The charter school should submit invoices to MSDE for planning and design charter school program grant in accordance with the directions shared with operators during the pre-proposal conference, if applicable and maintain copies of all corresponding receipts.		
63. The individual responsible for the accounts receivable billings is prohibited from completing cash receipt and disbursements duties.		
64. A supervisor periodically reviews the account receivables billings and reconciles the total to the general ledger amount.		

VIII. Cash Management and Investments	Implemented	Action needed / Comments
65. The charter school has a procedure to determine if excess cash is available for investment and such amounts are transferred to interest bearing accounts to maximize revenue.		
66. A summary record of key information is maintained for all investments to properly monitor and account for investments.		
67. The charter school invests in only those types of investments permitted by the school's investment policy.		
68. The charter school is aware of the risks associated with the limit of FDIC insurance on its deposit accounts and takes reasonable steps to mitigate those risks when it concludes such risk is elevated.		
69. Drawdown of grant funds is done in accordance with state and Federal requirements.		
70. If authorized by the board, petty cash fund disbursements are limited to a maximum amount(s), require supervisory approval, and are supported by adequate documentation, including the original receipts or invoices marked cancelled when paid.		
IX. Purchasing	Implemented	Action needed / Comments
71. The board establishes an internal purchasing policy and identifies individuals to be responsible for developing and administering the purchasing function and committing the charter school to purchases by approving purchase orders.		
72. The school uses the local school system purchasing and procurement procedures. The charter school purchases goods and services through school system approved vendors.		
73. The charter school establishes and maintains a list of vendors with whom it customarily conducts business.		
74. Procedures are established for the initiation, approval, and use of purchase requisitions and purchase orders.		
75. All purchase orders are pre-numbered, all numbers are accounted for, and all forms are strictly controlled.		
76. All requisitions/purchase orders are reviewed for		

appropriateness and the necessity of the items ordered.		
77. The charter school limits its use of confirming purchase orders (issued purchase order after the item is purchased) to emergency purchases.		
78. All blanket purchase orders have a fixed monetary limit.		
79. Upon receipt of goods, the charter school verifies the condition, quantity, and quality of the goods prior to payment.		
X. Accounts Payable	Implemented	Action needed / Comments
80. An accounts payable subsidiary ledger is maintained and its balances are regularly reconciled with vendor statements and general ledger control accounts.		
81. Invoices are compared to purchase orders and receiving reports to verify prices, terms, etc. prior to payment.		
82. The charter school takes advantage of discounts offered by vendor approved by the local school system when feasible.		
83. All consultant services are supported by signed and dated copies of contracts which provide the details, dates, and costs of the services to be provided.		
84. All invoices are perforated or stamped at the time the check is signed for payment to prevent paying the same invoice twice.		
85. The charter school has procedures to follow up at regular intervals on outstanding purchase orders over 30 days old.		
XI. Cash Disbursements	Implemented	Action needed / Comments
86. The charter school has authorized at least two individuals to sign checks.		
87. The charter school requires two signatures on checks over a threshold amount		
88. All checks are directly mailed by the signer. All checks are in an envelope that has a protective security tint inside and are placed in a U.S. Postal letter drop box or handed to a U.S. Postal mail		

carrier.		
89. If a check signing devise or signature plate is used, adequate controls have been established over its custody and use.		
90. All blank checks and other financial stationery are safeguarded against theft, loss, or misuse.		
91. Checks are not written to "cash."		
92. Adequate controls are maintained over hand-drawn checks and the use of hand-drawn checks is limited to emergency situations only.		
93. The charter school should protect its negotiable checks by using ordinary care. School's should use security check stock that is unique and is not easy to alter or reproduce and that includes multiple layers of document security features now available in the marketplace.		
XII. Payroll and Personnel	Implemented	Action needed / Comments
94. Charter school policies and practices prevent payments to employees in advance of services actually being rendered.		
95. Prior supervisory approval is required for overtime.		
96. The budget contains a separate line item for overtime and substitutes to permit analyzing its use and the potential need for additional staffing.		
97. The charter school maintains adequate supporting documentation (e.g. time sheets, leave accruals, etc.) for payroll to ensure that payments are made only for services actually rendered and that proper Federal grant documentation is maintained, if applicable.		
98. The charter school has written agreements outlining compensation and benefits for employees who are not covered by union contracts.		
99. Each employee must submit a time sheet or record of accrual usage for review and approval by a supervisor or management.		
100. Authorizations are maintained to support all deductions from payroll checks.		

101. The charter school is familiar with and follows the local school system employment processes (advertising/posting, interview, reference/credential check, offer, acceptance, starting date, etc.).		
102. The charter school requires and maintains written authorizations for changes in salaries, hiring, etc.		
103. The charter school has a system to track employee leave accruals.		
104. The charter school requires periodic evaluations for all of its employees and follows the evaluation procedures adopted by the local school system.		
111. The charter school has an employee handbook that is kept current.		
112. The charter school has employee job descriptions that outline job duties and qualifications required for all positions.		
113. Unclaimed paychecks and returned W-2s are returned to the payroll office of the local school system according to policy.		
114. The charter school has procedures to ensure individuals working for the charter school are properly classified as employees (W-2s) or independent contractors (1099s) according to the circumstances.		
115. The charter school has procedures to ensure current and prospective employees are fingerprinted according to the local school system procedures.		
XIII. Travel and Conferences	Implemented	Action needed / Comments
116. Attendance at conferences is approved in advance by the board or the executive officer that has been delegated this responsibility. The board may delegates approval to the Operator or the Principal but the board ensures that all documentation is on file.		
117. The charter school use the local school system travel procedures for lodging, and meal reimbursement rates for expenses incurred for charter school business. All claims for		

reimbursement of travel expenses must be in writing, itemized, and supported with original receipts, for official charter school business and approved for payment.		
118. The charter school's policy limits the reimbursement of travel and meal expenses to expenses that are actual, necessary, and reasonable.		
119. The charter school has a policy or procedure requiring board members and employees to provide an oral or written account of the benefits derived from attendance at conferences.		
XIV. Facilities Maintenance	Implemented	Action needed / Comments
120. The charter school has a long-range plan for educational facilities and equipment replacement purchases.		
121. The charter school monitors its energy use and has considered ways to reduce energy use and expenses.		
XV. Facilities Construction	Implemented	Action needed / Comments
122. The charter school is aware of the requirements for planning, implementing, and completing school construction projects and adheres to established procedures to ensure it obtains the necessary approvals.		
123. The charter school has systems in place to guard against the cost of construction, including charge orders, from exceeding the amount authorized and budgeted.		
124. The charter school has a process for retaining records and considers it in determining whether the budget is overspent.		
125. The charter school utilizes the appropriate professionals in the facilities construction process including architects, bond counsel and financial advisors, as needed.		

XVI. Inventory Controls	Implemented	Action needed / Comments
126. Fixed asset account values are recorded at cost or fair market value at the time of acquisition.		
127. The charter school has a depreciation policy that is in conformity with GAAP and maintains adequate documentation related to fixed assets.		
128. An annual physical inspection is performed to determine that all assets are present, in usable condition, located in the assigned area, and accurately recorded on the fixed asset records.		
129. The charter school has an individual assigned with the responsibility for maintaining a system to track its fixed assets inventory.		
130. All assets are marked or tagged with ownership identification decals.		
131. The inventory system includes all of the information necessary to maintain complete and accurate records including a sufficient description (make, model, and serial number); the class of property (machinery, equipment, etc.); the date of purchase; historical cost or estimated value if a gift; accumulated depreciation and current year depreciation computations; and the source of financing or acquisition (general funds, federal funds, gift, etc.).		
132. The inventory system is updated to ensure that changes in assets, such as location or disposition, are reflected in the inventory system.		
133. Charter school property, equipment, and inventory are secured in a safe location.		
134. The charter school has a policy for the use of charter school-owned assets, such as computers, phones, and vehicles that limit the use to conducting official charter school business only. The policy should be prudent and reasonable.		

SCOPE OF INDEPENDENT AUDIT

I. Auditor Requirements

Audits must be conducted by a certified public accountant or a public accountant, licensed by the State of Maryland. The firm or individual selected must be included on the state approved auditor's list.

II. Scope of the Audit

The annual audit shall provide a written, independent analysis of a school's financial and compliance-related status. The audit report shall contain, at a minimum, the following:

Introduction

- Table of Contents
- Other information as deemed appropriate by the charter school.

Financial Section

- Independent Auditor's Report
- Management's Discussion and Analysis
- Basic Financial Statements and Notes

Supplementary Information

- Budgetary Comparison Data for General Funds
- Budgetary Comparison Data for any special revenue funds

Schedules

- Average Daily Attendance accounting and revenue claims
- Instructional Time

Reports

- Compliance Statement
- Statement regarding Internal Controls over Financial Reporting
- Other Matters Based on Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Charter School governing boards are responsible for developing and implementing sound fiscal management practices, which include acquiring the services of an Independent Auditor. It is important that the Auditor understand the unique status of a Charter School as both a public school and an independent, not for profit entity.

However, many state-approved auditors may be unfamiliar with the structure and operation of Charter Schools. Therefore, the Local school system as the authorizer defines the appropriate scope of an independent charter school audit.

Requirements set forth in edition of OMB Circular A-133 (if applicable)

- Expenditure of Federal Awards
- Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance

Findings and Recommendations

- Verification of resolution of prior year irregularities, exceptions, and/or deficiencies
- Reconciliation of prior year audit report to district ending balance, expenditure, revenue, and beginning balance report
- Current Year Compliance including a Management Letter

III. Submission Requirement

The Charter School shall submit an annual audit for the previous fiscal year to the County Board of Education (or designee), the Controller, and the State Department of Education.

IV. Noncompliance

Failure to fulfill any of the Scope of Independent Audit requirements, including failure to meet generally accepted accounting principles or other material adverse audit findings, shall be considered noncompliance and may be considered fiscal mismanagement. The County Board (or designee) shall intervene consistent with the School Intervention Protocol.

PERFORMANCE CONTRACT: EXHIBIT 10-APPROVED WAIVERS

Waivers can be sought for areas that are not included as requirements in the Maryland State Charter School Law. There are implications that must be analyzed carefully before waivers can be approved since they might be requirements of other Federal and State Regulations.

Waivers should be requested early in the chartering process to allow sufficient time for consideration and processing. The Local School System's Charter School Liaison is the first resource for requesting a waiver. The Liaison will research implications and consult with appropriate experts to be able to address waiver needs. Any waivers sought during the renewal process should be specified in the *Renewal Application in Exhibit 12*. This section includes the approval form completed by the County Board of Education to grant the Charter School a waiver to support the autonomy needed to implement their educational design and the waiver request process to the Maryland State Board of Education.

CERTIFICATE OF WAIVER APPROVAL

GRANTED TO: _____ CHARTER SCHOOL

ON THIS DATE OF _____ BY THE _____

*FOR AUTONOMY FROM THE FOLLOWING POLICIES AND PROCEDURES
DESCRIBED BELOW:*

*THIS WAIVER WILL BE IN EFFECT FROM
_____ TO _____, AS AGREED UPON IN THE CHARTER
SCHOOL PERFORMANCE CONTRACT. IT IS SUBJECT TO REVIEW ANNUALLY
AT DISCRETION OF THE AUTHORIZER. THE CHARTER SCHOOL AGREES TO
DHERE
TO ANY SPECIAL CONDITIONS REGARDING THIS WAIVER SET FORTH BY THE
LOCAL SCHOOL SYSTEM AS AUTHORIZER OF THE CHARTER.*

CHARTER SCHOOL

*APPROVALS: _____ DATE: _____
CS Operator Signature*

*LOCAL SCHOOL SYSTEM APPROVALS: _____ _____
Board of Education Designee Title*

DATE: _____

CHARTER SCHOOL WAIVER REQUEST
REQUESTING A WAIVER FROM STATE LAWS & REGULATIONS

Process for submitting a waiver request:

- (1) The designated representative or the administrative head of a charter school seeking a waiver shall:
 - (a) File with the State Superintendent of Schools a written waiver request with a copy to the State Charter School Office: and
 - (b) Send a copy of the request to the County Board of Education (designee) where the charter school is located.
- (2) The waiver request shall contain the following information:
(See request form attached)
 - (a) A description of the desired outcome, with:
 - (i) An explanation of why the waiver is necessary and justifiable under the circumstances; and
 - (ii) The impact, if any, on students and staff.
- (3) Upon receipt of a waiver request, the State Superintendent shall send a copy of the waiver request to the County Board of Education where the school is located.
- (4) Upon receipt of the waiver request from the State Superintendent, the County Board shall file with the State Superintendent a memorandum that explains why the school system supports, opposes, or has no position on the waiver request.
- (5) The State Superintendent of schools shall submit to the State Board of Education each waiver request with accompanying documentation within 45 calendar days of its receipt with a recommendation for either granting or denying the waiver, specifying its terms, and providing written justification for the recommendation.
- (6) To the extent practicable, the State Board of Education shall render a decision at its next regularly scheduled meeting.



CHARTER SCHOOL WAIVER REQUEST

Name of School:

Name of school contact:

Local School System:

Date:

Number of waivers submitted:

Citation and Description of statutory or regulatory provision to be waived:

Example: §5-112 Requirement that procurement for the school be subject to state procurement regulations.

Desired Outcome:

Justification:

Impact: *(Must include the impact of this wavier on the overall operation of the school. Could this school operate without this waiver?)*

Citation and Description of statutory or regulatory provision to be waived:

Example: § 7-103 (b) Required school days and holidays.

Desired Outcome:

Justification:

Impact: *(Must include the impact of this wavier on the overall operation of the school. Could this school operate without this waiver?)*

Charter School Signatures: _____
CS Board President

CS Operator

Date Submitted: _____

PERFORMANCE CONTRACT: EXHIBIT 11-FACILITY AGREEMENT//LEASE

This section includes a copy of any facility agreements made between the Charter School and the Authorizer for the use of space and facilities or includes a copy of the lease signed between the Charter School and another organization for the rental of a facility for the school.

PERFORMANCE CONTRACT: EXHIBIT 12-RENEWAL PROCESS

The Evaluation Framework along with the Charter School's overall ability to meet the expectations of the Performance Contract, provide the standards which guide the *Renewal Process*.

This process involves triangulation of evidence from several sources including those already mentioned above, the initial *Charter School Application* and information gained from the oversight and monitoring process used by the Authorizer.

In-depth analysis of all of the information provided by these various sources will provide clear answers to the following questions that frame renewal decisions:

- Is the Charter School faithful to the terms of its contract?
- Is the Charter School faithful to its stated mission, goals and objectives?
- Is the Charter School's academic program a success?
- Is the school a viable organization: academically, financially and as an overall organization?
- Does the school recognize where improvements are needed and establishes and implements plans that will result in continued growth and development?

PROCESS:

1. The Charter School submits a renewal application by October 1st, of the year their performance contract expires to their Local School System Liaison.
2. The Local School System Charter School Liaison conducts a documentation review and will collect additional information as needed.
3. The Local School System Charter School Liaison submits its renewal or non-renewal (see revocation process in exhibit 3) recommendation along with documented evidence to the Board of Education by the January prior to the contract's expiration date. The Charter School receives notification of the recommendation that will be made to the Board of Education and of the meeting when the board will discuss the recommendation for a decision. The Charter School may submit a response for the Board's consideration.
4. The Board of Education reviews the recommendations and makes a decision to re-new or revoke the charter no later than the end of January.
5. The Charter School is notified of the decision made by the Board no later than the first week of February.

6. If renewal is approved, the Charter School contacts the Charter School Liaison for a meeting to begin the performance contract process. If the charter is revoked the charter school may appeal the decision to the State Board of Education if it is felt that the school was not afforded an equitable and reasonable consideration for renewal. The dissolution process is commenced as described in Exhibit 3, immediately after the charter revocation.

The Charter School Renewal Application is included. The Charter School must be sure to remember to keep track of their performance contract's expiration date and to submit their renewal application by **October 1st**.

CHARTER SCHOOL RENEWAL APPLICATION

CHARTER SCHOOL: _____ DATE: _____

SUBMITTED TO: _____
Local School System

The submission of this application is a formal request that the Charter School mentioned above be approved for a *Charter* renewal.

_____ The Charter School will be requesting consideration of changes to the original application as follows:

- Mission Statement: _____

- Student Enrollment: _____

- Grade Levels: _____

- Educational Design: _____

- Other: _____

_____ There will be no changes made to the original application.

Charter School Approval Signatures:

President of the CS Governing Board

CS Operator

PERFORMANCE CONTRACT: EXHIBIT 13-THE CHARTER SCHOOL APPLICATION

This section includes a copy of the Charter School Application that was approved for the Charter. This application contains the preliminary conditions under which the Charter School was approved. Any material changes to what is contained in the application must be amended through the terms of the Performance Contract and receive approval by the Authorizer before the change is implemented.

REFERENCES & RESOURCES

- City of Indianapolis - Mayor-Sponsored Charter Schools
- Half William, Issue Brief - Authorizing Matters, *The Terms of the Deal: A Quality Charter School Contract Defined*, NASCA: February 2009
- NASCA - Establishing Expectations: An MOU Template for Charter School Authorizers in California
- Polk County Schools, Office of Magnet, Choice and Charter Schools
- The Center for Charter Schools - Central Michigan University
- The Charter School Institute- The State University of New York

Maryland State Board of Education

POLICY

THE CHARTER SCHOOL PROGRAM

BACKGROUND:

The Maryland Public Charter School program was adopted into law by Maryland's General Assembly in 2003 through Title 9, §101-110 of the Education Article of the Code of Maryland. The general purpose of the program, as defined by law, is to establish an alternative means within the existing public school system in order to provide innovative learning opportunities and creative educational approaches to improve the education of students.

INTENT:

This policy is established to clearly define the obligations of charter schools and their authorizers. The State Board of Education recognizes that providing flexibility and autonomy in exchange for innovation, educational reform and high accountability is a key component of the Charter School concept.

PURPOSE:

Consistent with the intent of federal legislation and the Maryland Charter School Program law, this State Board declares that the purpose of the State's public charter schools are to:

- A. Improve student learning by creating high-quality public schools with high standards for student performance;
- B. Close achievement gaps between high-performing and low-performing groups of public students;
- C. Increase high-quality educational opportunities within the public education system for all Maryland students and their families;
- D. Create new professional opportunities for teachers, school administrators, and other school personnel that allows them to actively participate in the development of their schools;
- E. Encourage the use of different, high-quality models of teaching, governing, scheduling, or other aspects of schooling that meet a variety of student needs;
- F. Allow, through chartering, public school freedom and flexibility in exchange for exceptional levels of results-driven accountability;
- G. Provide parents, community members, and other non-profit entities with expanded opportunities for involvement in the design, development and management of public school models within the public education system; and
- H. Encourage the replication of successful public charter schools.

I. To achieve these purposes, the State Board encourages each County Board to:

Local Policies

1. Appoint a representative that serves the board in the role of Charter School Liaison and supports the Board in performing its authorizing responsibilities;
2. Adopt charter school policies that include guidelines related to the application process and its assessment, the process of performance contracting, the process for how charter school operators will be informed of requirements pertaining to children with disabilities, and how the funds will be disbursed to charter schools;
3. Adopt charter school policies and regulations acknowledging the purpose of charter schools and what differentiates them from other public schools. These policies will express a commitment to providing increased flexibilities which will enable charter schools to implement innovations in exchange for higher levels of accountability;
4. Submit their public charter school policies, along with any implementing regulations to the Maryland State Department of Education for review and comment prior to adoption by the County Board;
5. Ensure alignment of charter School policy definitions of commensurate funding with that of the State Board to guarantee that charter schools receive federal, State and local funding in an amount proportionate to the amount of funds expended for elementary, middle and secondary level students in other public schools in the same school system. Such funding includes funding for services for which students in the public charter schools are eligible such as free and reduced priced meals, pre-kindergarten, special education, English language learners, Perkins, Title I and transportation;

Charter School Applications

6. Submit a copy of their application, review process and assessment rubric to the State Department of Education for review and feedback, and re-submit these documents whenever there is a proposed change;
7. Post their most recent application, along with the description of their review process and assessment rubric on their website thereby making it available to charter school developers and the public;
8. Include an assurance statement in the application that will be signed by the developer of the charter school acknowledging and committing to accountability standards in exchange for local school system flexibilities and waivers from local school system policies, internal practices, processes and procedures that have the potential to impact a charter school's ability to implement innovative structures, programs and may impede

the functions of the school's non-profit governing board to make decisions pertinent to the school's development and to ensure the implementation of the school's vision and mission;

Flexibilities for Charter Schools

9. Provides flexibility when applying the school system procedures to the charter school, particularly those that could impede or alter a charter school's ability to design and implement innovative practices in school operations, educational program and school governance and address those flexibilities in the performance contracting process;
10. Reviews and considers a charter school's waiver requests to local policies and grants those that are reasonable;
11. Negotiates flexibilities in collective bargaining agreements that allow implementation of charter school innovations;

Performance Contract

12. Adopts and implements a performance contract contains the following:
 - a. Roles and responsibilities of both parties (County Board and Charter School Operator),
 - b. Performance Standards that the charter school must meet or exceed,
 - c. An evaluation process of public charter schools that includes the use of financial, program and compliance audits,
 - d. A renewal and revocation process,
 - e. Reporting requirements, and,
 - f. Descriptions of waivers and flexibilities provided to the charter school.

II. To achieve the purposes set forth here, the State Board encourages charter schools to:

Accountability

1. Commit to high levels of accountability that include:
 - a. Performance Standards that the charter school must meet or exceed, including clear demonstrations of increased academic growth for all students; and
 - b. Meeting or exceeding standards in operational areas as demonstrated through the use of financial, programmatic and compliance audits.

III. To achieve the purposes set forth here, the State Board directs MSDE to:

1. Provide training to County School Boards, Superintendents, Local School System Charter School Liaisons, and Charter School Developers, Operators, Governing Boards

and Leaders to ensure an understanding of how to implement the Maryland Charter School Law and this policy to achieve the purpose and intent of the Charter School Program goals;

2. Provide technical assistance in problem solving issues that may impede the implementation of this policy; and
3. Ensure the development of understanding and commitment to the concept of charter schools within the department and their support of unique designs intended to promote educational reform through innovation. Ensure that these differences are recognized and taken into consideration in the development and design of program procedures and initiatives.

Dorchester County Board of Education
Charter School Policy 390.4

A. General Information

1. A public charter school operates under the authority of the Board of Education of Dorchester County. Except as provided in Section 9–104 of the Education Article, *Annotated Code of Maryland*, the public charter school must abide by the provisions of all laws, policies, and regulations governing other public schools, except as otherwise provided in policy or state law.
2. The primary public chartering authority for the granting of a Charter is the Board of Education of Dorchester County.
3. The secondary public chartering authority for the granting of a Charter is the State Board of Education. The State Board may assume chartering authority for a restructured school in accordance with Section IV., B of this policy.
4. An application to establish a public charter school may be submitted to the Board of Education by:
 - a. The staff of a public school;
 - b. A parent or guardian of a student who attends a public school in the county/city;
 - c. A nonsectarian, non profit entity;
 - d. A nonsectarian institution of higher education in the state; or
 - e. Any combination of persons specified above.
5. Under Maryland Law, the Board of Education shall not grant a Charter to:
 - a. A private school;
 - b. A parochial school; or
 - c. A home school.
6. Upon submission of a completed and required application for a public charter school (on a form provided by the Superintendent of Schools and in accordance with the established procedures and timelines), the Board of Education shall render a decision within 120 days of receipt of the application.
7. If the Board of Education denies an application to establish a public charter school, the applicant may appeal the decision to the State Board of Education in accordance with §4-205(c) of the Education Article, *Annotated Code of Maryland*.
8. By law, the State Board of Education shall render a decision within 120 days of the filing of an appeal under this section.
9. If the Board of Education denies an application to establish a public charter school and the State Board of Education reverses the decision, the State Board of Education may direct the Board of Education to grant a Charter and shall mediate with the Board of Education and the

Dorchester County Board of Education
Charter School Policy 390.4

applicant to implement the Charter Agreement.

B. Restructured Schools

Restructured schools are schools that must implement an alternative governance arrangement that has been approved by the State Superintendent of Schools and the State Board of Education if, after a year of corrective action, a school does not make adequate yearly progress as defined by *No Child Left Behind* legislation.

1. Upon submission of a completed and required application for creating a Charter Agreement for a school it has identified as meeting the conditions of restructuring (on a form provided by the Superintendent of Schools), the Board of Education shall render a decision within 30 days of receipt of said application.
2. The Board of Education may apply to the State Board of Education for an extension of up to 15 days from the time limit imposed under number 1 of this Section.
3. If an extension is not granted, and 30 days have elapsed, the State Board of Education may become a chartering authority. If an extension has been granted, and 45 days have elapsed, the State Board of Education may become a chartering authority.
4. If the Board of Education denies an application to establish a public charter school, the applicant may appeal the decision to the State Board of Education, in accordance with § 4-205(c) of the Education Article, *Annotated Code of Maryland*.
5. By law, the State Board of Education shall render a decision within 120 days of the filing of an appeal under this section.
6. If the Board of Education denies an application to establish a public charter school and the State Board of Education reverses the decision, the State Board of Education may direct the local board of education to grant a Charter and shall mediate with the Board of Education and the applicant to implement the Charter Agreement.

C. Employees at a Public Charter School

1. The Superintendent of Schools retains the authority to assign and transfer educators as the needs of the system require and as negotiated in the Charter Agreement.
2. A member of the professional staff assigned at a public charter school shall hold the appropriate Maryland certification.
3. Employees assigned to a public charter school are public school employees, as defined in §§6-401(d) and 6-501(f) of the Education Article, *Annotated Code of Maryland* and shall have all rights contained therein.

Dorchester County Board of Education
Charter School Policy 390.4

4. Employees are in the bargaining unit(s) with other public school employees in similar job classifications and are entitled to the salaries, benefits and working conditions in the existing negotiated agreement for their job classification.

5. Existing employee organizations and the public charter school may mutually agree to negotiate amendments to an existing agreement to address the needs of the particular public charter school.

D. Public Charter School Facilities

If the public charter school wishes to use existing Dorchester County Public Schools' buildings or a portion thereof, such use must be negotiated with the local board of education. Policies and regulations related to health and safety cannot be waived.

E. Student Admission

1. Tuition

a. Students domiciled in Dorchester County will be eligible for admittance without tuition charge. Students not domiciled in Dorchester County will be eligible for admittance without tuition charge only as allowed by the school system for other non-domiciled students attending other schools in the school system. The amount of any tuition charged will be calculated as if the student is attending any other public school in Dorchester County. The tuition will be paid to the Dorchester County Public School System. However, the funding provided by the school system to the public charter school for that student will be calculated in the same manner as for all other students attending the public charter school.

b. No eligible non-tuition-paying student may be denied admittance in the public charter school in order to accept a tuition-paying student.

2. The public charter school cannot discriminate and must be in compliance with all federal and state anti-discrimination laws.

3. A random selection process must be used if the number of eligible applicants exceeds the predetermined student capacity in the public charter school as agreed upon in the approved charter application.

F. Compliance with Laws, Policies, and Regulations

1. A public charter school shall comply with the provisions of law and regulations governing other public schools unless a waiver is granted by the State Board of Education. The State Board of Education is prohibited from granting a waiver from provisions of law or regulations relating to:

a. Audit requirements

Dorchester County Board of Education
Charter School Policy 390.4

b. The measurement of student academic achievement, including all assessments required for other public schools and other assessments mutually agreed upon by the public chartering authority and the school.

c. The health, safety, or civil rights of a student or an employee of the public charter school.

2. A public charter school may request waivers of local policies and procedures from the Board of Education.

3. Individualized Education Programs (IEPs) for students with disabilities will be implemented and all state and federal procedural safeguards will be followed.

4. Criminal background checks for all public charter school employees shall be required as dictated by Board of Education policy and procedures, and applicable state law.

5. A Charter may not be granted to a school whose operation would be inconsistent with any public policy initiative, court order, or federal improvement plan governing special education that is applicable to Maryland.

6. Employees assigned to a public charter school shall be evaluated in a manner that is consistent with state law and applicable Board of Education policy and procedures.

7. The Superintendent of Schools shall ensure that prior to opening a public charter school the operators of the school are informed of and address the human, fiscal, and organizational capacity needed to fulfill the school's responsibilities related to children with disabilities.

8. The State Board of Education shall provide technical assistance to the operators of a public charter school to help the school meet the requirements of federal and state laws, including 20 U.S.C. §1400, et seq and §504 of the Rehabilitation Act of 1973, 29 U.S.C. §794.

G. Evaluation of Public Charter Schools

The public charter school shall be evaluated by the Board of Education based on student achievement, fiscal management, and other criteria pursuant to its approved application and the terms and conditions of its Charter Agreement.

H. Revocation of a Charter

1. The Board of Education may place a public charter school on probationary status to allow the implementation of a remedial plan, pending a decision to revoke the school's Charter.

2. The Board of Education may revoke a public charter school's Charter for the following reasons:

a. The school has failed to meet the terms of its Charter Agreement.

Dorchester County Board of Education
Charter School Policy 390.4

- b. The school has failed to comply with the Charter Agreement or provisions of federal, state, or local law.
 - c. The fiscal condition of the school is substantially deficient.
 - d. The physical environment presents a safety or health risk to building occupants.
 - e. The academic condition of the school is substantially deficient.
 - f. The facility can no longer support the needs of the educational program.
3. Upon revocation, personnel and students shall be reassigned pursuant to Board policy and procedure.
4. Upon revocation, resources provided by the school system shall remain under the supervision of the Board of Education.

I. Reporting Requirements

1. An annual report on each public charter school will be presented to the Board of Education, including:
- a. Fiscal management;
 - b. Student achievement; and
 - c. Any other matter required pursuant to the Charter Agreement.
2. Public charter schools shall comply with all federal, state, and local reporting requirements, unless waived.

J. Financial, Programmatic, or Compliance Audits of Public Charter Schools

1. The Board of Education shall require financial, programmatic, or compliance audits consistent with federal, state, and local law and procedures. The public charter school shall make available all required financial records and other material necessary to conduct an audit.
2. The Board of Education will annually determine the appropriate amounts of local, state and federal funding to be distributed to the public charter school commensurate with the amounts disbursed to other public schools in the local jurisdiction.
3. The Board of Education or State Board of Education may give surplus educational materials, supplies, furniture, and other equipment to a public charter school.
4. An approved public charter school may seek and receive other grants through local, state, or federal government sources or private sources without a reduction in its fair share allocation unless other provisions are included in the Charter Agreement.

Dorchester County Board of Education
Charter School Policy 390.4

5. An approved public charter school shall notify immediately the Superintendent of Schools if at any time during the year it determines that the school may not be in a position to meet its projected expenses. The public charter school shall provide the school system with the basis for the problem and cooperate with the school system in resolving the financial situation.

6. The Charter Agreement shall provide evidence of appropriate property and casualty insurance as reflected in the Charter Agreement.

K. Public Charter School Application Process

1. An applicant to operate a public charter school shall submit an application to the Board of Education in accordance with the procedures established by the Board of Education.

2. The Superintendent of Schools or designees shall make available to a Charter school applicant advice, technical assistance, and consultation throughout the charter school application process. The applicant may use these services in order to help ensure that all components of the application have been completed and are addressed.

3. Applications shall include, but not be limited to, the following components:

a. A statement of intent to comply with applicable federal, state, and local laws and regulations and this policy.

b. The applicant's vision of public charter school expectations and mission. The primary mission must remain focused on student academic achievement.

c. A description of any special or unique educational focus to be implemented.

d. Strategies for developing and delivering educational programs including curriculum, staffing patterns and grade levels.

e. Specific educational results including student academic outcomes and how they will be measured.

f. Specific plans for meeting or exceeding current accountability provisions of Dorchester County Public Schools and state law and regulations.

g. Student admission procedures.

h. A facilities plan that describes the type of facilities, possible location, costs, and the characteristics of the facility that will be needed to ensure the appropriate implementation of the proposed education program. The plan should also include the requirements to ensure accessibility consistent with the Americans with Disabilities Act. Final Charter approval would be contingent upon the acquisition of the appropriate facilities consistent with the facilities plan.

i. A defined management and administrative structure that will be in place for the public charter school.

Dorchester County Board of Education
Charter School Policy 390.4

- j.** The proposed duration of the Charter Agreement, which provides legal accountability for the operation of the public charter school.
- k.** Demonstration of financial solvency for the duration of the Charter Agreement and accountability for the use of funds and resources as addressed in the budget section of the charter school application.
- l.** A plan that provides programmatic accountability for the length of the Charter Agreement.
- m.** Specific waivers of local, state and federal requirements needed to implement the proposed education program.
- n.** A plan for providing needed school support services such as transportation, custodial and maintenance, health services, and food services.
- o.** A description of the type and extent to which there is sufficient community support for the proposed public charter school must be submitted.

Group files charter school application in Dorchester



PHOTO BY GAIL DEAN

Charter school proponent discusses application

The Maryland Eastern Shore Charter School Alliance, founded by William Akridge, submitted an application Sept. 4 to Dorchester County Public Schools for creation of Dorchester Prep Charter School in autumn 2013. Akridge discussed plans for a charter school during Thursday's meeting of the Mid-Shore League of Women Voters in Cambridge, with MSLWV Director Portia Johnson-Ennels.

Posted: Tuesday, September 18, 2012 4:00 am

By GAIL DEAN Staff Writer

CAMBRIDGE — An application to create the Dorchester Preparatory Public Charter School here was submitted Sept. 4 to the Dorchester County Board of Education by the Maryland Eastern Shore Charter School Alliance.

MESCSEA founder William Akridge said the county school board is expected to make a decision on the application at its Dec. 20 meeting, with interviews before the board expected during the interim.

Akridge spoke here Thursday of plans for what would be the Eastern Shore's first public charter school, during a meeting of the Dorchester unit of the Mid-Shore League for Women Voters. Information about the MESCSEA and its plans for a charter school were first discussed during public meetings here this summer. The MESCSEA first presented the proposal to the Dorchester Board of Education in March.

Speaking at this summer's public meetings here, Akridge and retired Caroline County educator Dale Brown outlined plans for a school that will "instill high standards of academic scholarship, integrity and responsible citizenship."

If the Dorchester Board of Education approves the application, Akridge said here last week, the Dorchester Preparatory Public Charter School could be opened by next fall. Plans are to begin with 52 sixth grade students, adding 52 more students during each of the two years, to offer instruction through grade 8.

The Maryland Eastern Shore Charter School Alliance application can be found on its website at mescsa.org, along with other information about plans for the charter school.

Akridge urges people to visit the website and sign the petition favoring creation of a charter school in Dorchester. The website also offers people the opportunity to sign up as volunteers for MESCSA, he said.

According to the Maryland Charter School Network, "Charter schools are nonsectarian public schools of choice. Publicly funded and open to all students with no admission testing or screening, each school has a charter, or performance contract, detailing its program, goals and methods of assessment. Charter schools operate with increased autonomy in exchange for accountability. They are accountable for both academic results and fiscal practices to several groups: the authorizer that grants the charter, the parents who choose to send their children and the public that funds them."

If the charter school is authorized by the Dorchester County Board of Education, funding would come from sources including the county, based on the number of students enrolled. The school board would have to provide funds equal to its per-pupil spending ration — currently \$10,167 — for each charter school student, Akridge said, explaining that this is fair to existing public schools because the charter school would be providing education to students that would otherwise be enrolled in those schools.

Charter schools use funds from school systems but also rely on donors and fundraising and also have greater opportunities to make use of federal and state grants.

To charter school organization is responsible for operating a facility to house students, paying faculty and providing transportation to and from school.

In some Maryland counties, charter schools offer no transportation.

Akridge said the current plan in Dorchester is to offer transportation to students living more than a mile but within a 10-mile radius of the school.

Other current plans are to initially rent space from the Cambridge branch of Sojourner-Douglas College, located in the former St. Clair School at 824 Fairmount Ave., Akridge said. Eventually, he said, MESCSA might purchase the old Academy School, located in Cambridge on Mill Street.

The MESCSA website opens with a petition to fill out in support of a charter school for
Dorchester County.

Todd Fund awards grants for proposed Dorchester charter school



Pictured are William Akridge, executive director, Maryland Eastern Shore Charter School Alliance and Stuart Bounds, president of the Mid-Shore Community Foundation.

Posted: Friday, December 7, 2012 12:05 pm | Updated: 1:14 pm, Fri Dec 7, 2012.

CAMBRIDGE - The Mid-Shore Community Foundation announced a \$105,000 grant from the George B. Todd Fund in support of the proposed Dorchester Preparatory Public Charter School initiative. The Todd Fund is a component fund of the Mid-Shore Community Foundation, and it was established through a very generous bequest of George Todd who was a life-long resident of Dorchester County and a respected businessman who was devoted to his community.

Charles Capute, chair of the advisory committee for the George B. Todd Fund, explained the significance of this initiative.

"We believe the proposed public charter school for Dorchester County could have a significant impact on achievement levels and graduation rates for economically disadvantaged students in the county," Capute said.

He noted the grant would be contingent on the approval of the application for the public charter school by the Dorchester County Board of Education which is scheduled for consideration at the Board's Dec. 20 meeting.

The charter school initiative is sponsored by the Maryland Eastern Shore Charter School Alliance, a nonprofit organization founded in 2012 based in Cambridge. The alliance is proposing to open the Dorchester Preparatory Public Charter School in the fall of 2013. The school would be a sixth through eighth grade non-selective, tuition-free public charter school open to all students and parents of Dorchester County looking for an alternative education

option. Dorchester Prep will offer a reduced student-adult ratio, personalized mentoring programs, individualized data-driven instruction, highly qualified teachers and community partnerships offering services framed in a science, technology, engineering and mathematics influenced curriculum based on state standards.

The grant would be used to support the start-up expenses of Dorchester Prep Public Charter School, including the development of a science, technology, engineering and mathematics infused curriculum and the purchase of the technology in support of that curriculum. The goal is to provide each student with a laptop computer and related software that will support the curriculum and provide an integration of project based learning and individualized data driven instructional programming.

William Akridge, the Founder and Executive Director of the Maryland Eastern Shore Charter School Alliance, noted the importance of this grant to the initiative.

"Though these funds are important and much appreciated, the awarding of this grant from the Mid-Shore Community Foundation and the Todd Fund shows the community support of Dorchester Prep which is vital to the success of this program," Akridge said.

Akridge has an MA in Education from the University of California at Davis and a certificate in cross-cultural, language and academic development. While he currently works with the Excel Academy Public Charter School in Washington, D.C., he founded the alliance in an effort to bring choice of quality public education to the students and parents of Cambridge, Dorchester County and the Lower Eastern Shore of Maryland as a whole. Akridge is passionate about educational reform and the opportunities presented by the first public charter school on the Eastern Shore of Maryland.

"Education is the social rights issue of our time. Without a strong educational system our country is falling further and further behind the rest of the developed world. This is a problem we can and must change immediately," Akridge said.

It is anticipated that the school will enroll approximately 52 students in the sixth grade in the first year and will have at least 156 students in grades six thur eight in three years. Further information on the proposed charter school is available by contacting William Akridge at wakridge@mescsa.org, www.mescsa.org or 443-205-4062. Additional information on the George B. Todd Fund at the Mid-Shore Community Foundation is available at www.msfcf.org or by contacting Robbin Hill at the Mid-Shore Community Foundation, 410-820-8175, ext 103.

Other Attachment File(s)

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CHARTER SCHOOLS PROGRAM ASSURANCES

NON-SEA APPLICANTS FOR PLANNING, PROGRAM DESIGN, AND IMPLEMENTATION

Pursuant to Section 5202(b) of the ESEA, an applicant for CSP funds that is not a State educational agency (SEA) must provide the following assurances.

As the duly authorized representative of the applicant, I certify that the applicant will submit to the Secretary:

- (a) All items described in the application requirements;
- (b) An assurance that the eligible applicant will annually provide the Secretary such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in section 5203(b)(3)(C)(i) of the ESEA;
- (c) An assurance that the applicant will cooperate with the Secretary in evaluating the program assisted under this subpart;
- (d) A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- (e) Proof that the applicant has applied to an authorized public chartering authority to operate a charter school and provided to that authority adequate and timely notice, and a copy, of this application; or an assurance that this application is for a precharter planning grant and the authorized public chartering authority to which a charter school proposal will be submitted has not been determined;
- (f) A copy of proof of applicant's non-profit status;
- (g) The applicants' DUNS and TIN numbers;
- (h) A statement as to whether or not an applicant for planning and implementation funding has previously received funding for this program either through a State subgrant or directly from the Department;
- (i) Such other information and assurances as the Secretary may require;
- (j) An assurance that the eligible applicant will use the funds to plan and implement a charter school in accordance with the Charter Schools Program; and
- (k) Assurances that the State educational agency will (i) grant, or will obtain, waivers of State statutory or regulatory requirements; and (ii) will assist each subgrantee in the State in receiving a waiver under section 5204(e) of the ESEA.

William Akridge
NAME OF AUTHORIZED OFFICIAL

President
TITLE


SIGNATURE OF AUTHORIZED OFFICIAL

7/12/13
DATE

MESCS A
APPLICANT ORGANIZATION

7/12/13
DATE SUBMITTED

ARTICLES OF INCORPORATION FOR A TAX-EXEMPT NONSTOCK CORPORATION

FIRST: The undersigned William Akridge

whose address is 28181 Harleigh Lane, Oxford, Maryland 21654

_____, being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland.

SECOND: The name of the corporation is Maryland Eastern Shore Charter School Alliance Ltd.

THIRD: The purposes for which the corporation is formed are as follows: to create charter schools on the Eastern Shore of Maryland.

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

FOURTH: The street address of the principal office of the corporation in Maryland is 828 Airpax Road, Suite 600, Cambridge, Maryland 21613

FIFTH: The name of the resident agent of the corporation in Maryland is William Akridge

whose address is 28181 Harleigh Lane, Oxford, Maryland 21654

SIXTH: The corporation has no authority to issue capital stock.

SEVENTH: The number of directors of the corporation shall be five (5) which number may be increased or decreased pursuant to the bylaws of the corporation. The name(s) of the director(s) who shall act until the first meeting or until their successors are duly chosen and qualified is/are Judi Gieske, Carolyn Williams, Ahmed Gawad, William McAllister, William Akridge

EIGHTH: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be

distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

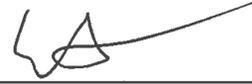
IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNATURE(S) OF INCORPORATOR(S):



SIGNATURE OF RESIDENT AGENT LISTED IN FIFTH:



Filing party's return address:

28181 Harleigh Lane

Oxford, MD 21654

State of Maryland
Department of
Assessments and Taxation

Charter Division



Martin O'Malley
Governor

Robert E. Young
Director

Paul B. Anderson
Administrator

Date: 02/17/2012

WILLIAM BAINBRIDGE AKRIDGE
28181 HARLEIGH LN
OXFORD MD 21654-1532

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : MARYLAND EASTERN SHORE CHARTER SCHOOL ALLIANCE LTD.
DEPARTMENT ID : D14522528
TYPE OF REQUEST : ARTICLES OF INCORPORATION
DATE FILED : 02-14-2012
TIME FILED : 03:58 PM
RECORDING FEE : \$100.00
ORG. & CAP FEE : \$20.00
EXPEDITED FEE : \$50.00
NON-PROFIT FEE : \$50.00
FILING NUMBER : 1000362002899443
CUSTOMER ID : 0002710644
WORK ORDER NUMBER : 0003927224

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

Charter Division
Baltimore Metro Area (410) 767-1350
Outside Metro Area (888) 246-5941

Budget Narrative File(s)

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Charter School Program – CFDA Number: 84.282B

Budget Narrative – Project Title: Dorchester Preparatory Public Charter School

The narratives below describes the requested funds for the three years of MESCSA’s project to start Dorchester Preparatory Public Charter School (DPPCS). Year 1 of the project is the Planning Year for DPPCS lasting from 10/1/13 to 6/30/14, Year 2 from 7/1/14 to 6/30/15, and Year 3 from 7/1/15 to 6/30/16. The school anticipates opening in August 2014, Year 2 of the project. Year 3 of the project will be the school’s second year of operation.

The narrative below describes the use of funds by line item for Section A – Budget Summary U.S. Department of Education Funds.

Year 1

Line 1: Personnel

MESCSA is requesting \$100,000.00 to pay the Executive Director and Director of Curriculum Instruction. That breaks down to \$6,667.00 per month (equivalent to a salary of \$80,000.00 per year) for January 2014 through June 2014 for the Executive Director and October 2013 through June 2014 for the Director of Curriculum and Instruction. These two positions will be expected to accomplish all jobs to prepare the school for opening.

Line 2: Fringe Benefits

Fringe benefits including health insurance and totaling \$30,000.00 are calculated as 30% of the salary costs of \$100,000.00.

Line 3: Travel

MESCSA is requesting \$2300.00 to cover travel costs from the Eastern Shore of Maryland to DC for the Project Director to attend the annual meeting and a trip to Boston for the Project Director and the Director of Curriculum and Instruction to study two high performing charter schools, Roxbury Prep and Excel Academy.

Line 4: Equipment

MESCSA is requesting \$106,500.00 for equipment costs associated with the high need for technology called for by the program design. This breaks down to \$84,100.00 for 58 Chromebook Pixels for each of the 52 new students and 6 staff and \$22,400.00 to outfit each of four new classrooms at \$5,600.00 each with a SMART Board, document Camera, laptop, and technology cart.

Line 5: Supplies

MESCSA is requesting \$26,700.00 in supply costs. This breaks down to \$8,000.00 for classroom supplies such as bulletin boards, white boards, markers, pens, pencils, file folders, binders, etc. at \$2,000.00 per classroom, \$5,200.00 for students consumables at \$100.00 per student for 52 students, and \$13,500 for classroom libraries at \$3,375.00 per classroom.

Line 6: Contractual

MESCSA is requesting \$12,000.00 in contractual costs to pay an accounting firm to assume all accounting responsibilities and a consultant to train the Director of Curriculum and Instruction and provide outside help in school startup.

Line 7: Construction

There are no construction costs associated with this grant.

Line 8: Other

The \$5,000.00 in this line will be used for gap rent payment for the month of June 2014 before per pupil funds are received from the county.

Line 9: Total Direct Costs Year 1: \$282,500.00

Line 10: Indirect Costs

There are no indirect costs associated with this grant.

Line 11: Training Stipends

MESCSA is requesting \$8000.00 in training stipends to compensate four new teachers at \$2000.00 each to start the year early and accept training in DPPCS rules, procedures, and the teaching taxonomy.

Line 12: Total Costs Year 1: \$290,500.00

Year 2

Line 1: Personnel

MESCSA is requesting \$26,667.00 to pay the Executive Director and Director of Curriculum Instruction. That breaks down to \$6,667.00 per month (equivalent to a salary of \$80,000.00 per year) for July 2014 through August 2014 for the Executive Director and the Director of Curriculum and Instruction. These two positions will be expected to accomplish all jobs to prepare the school for opening.

Line 2: Fringe Benefits

Fringe benefits including health insurance and totaling \$8,000.00 are calculated as 30% of the salary costs of \$26,667.00.

Line 3: Travel

MESCSA is requesting \$15,300.00 to cover travel costs. This breaks down to \$300.00 for the Project Director to attend the annual meeting travelling from the Eastern Shore of Maryland to DC, \$5000.000 to cover travel and registration costs for school leader and teachers to attend relevant local and national conferences, and \$10,000 for the student end of year trip required by DPPCS's incentive based behavioral program.

Line 4: Equipment

MESCSA is requesting \$106,500.00 for equipment costs associated with the high need for technology called for by the program design. This breaks down to \$84,100.00 for 58 Chromebook Pixels for each of the 52 new students and 6 staff and \$22,400.00 to outfit each of four new classrooms at \$5,600.00 each with a SMART Board, document Camera, laptop, and technology cart.

Line 5: Supplies

MESCSA is requesting \$31,900.00 in supply costs. This breaks down to \$8,000.00 for classroom supplies such as bulletin boards, white boards, markers, pens, pencils, file folders, binders, etc. at \$2,000.00 per classroom, \$10,400.00 for students consumables at \$100.00 per student for 104 students, and \$13,500 for classroom libraries at \$3,375.00 per classroom.

Line 6: Contractual

MESCSA is requesting \$25,000.00 in contractual costs to pay an accounting firm \$5000.00 to assume all accounting responsibilities, \$10,000.00 for the annual audit, and \$10,000 for an education consultant to provide outside help in school implementation.

Line 7: Construction

There are no construction costs associated with this grant.

Line 8: Other

MESCSA is requesting \$10,000 for rent payments incurred for July and August to allow time to get the facility ready for students before they arrive and before per pupil disbursements have been made from the district.

Line 9: Total Direct Costs Year 2: \$223,367.00

Line 10: Indirect Costs

There are no indirect costs associated with this grant.

Line 11: Training Stipends

MESCSA is requesting \$16,000.00 in training stipends to compensate four new and four old teachers at \$2,000.00 each to start the year early and accept training in DPPCS rules, procedures, and the teaching taxonomy.

Line 12: Total Costs Year 2: \$239,367.00

Year 3

Line 1: Personnel

There are no personnel costs associated with Year 3 of this grant.

Line 2: Fringe Benefits

There are no fringe benefit costs associated with this grant.

Line 3: Travel

MESCSA is requesting \$25,300.00 to cover travel costs. This breaks down to \$300.00 for the Project Director to attend the annual meeting travelling from the Eastern Shore of Maryland to DC, \$5000.000 to cover travel and registration costs for school leader and teachers to attend relevant local and national conferences, and \$20,000 for the student end of year trip outlined by DPPCS's incentive based behavioral program.

Line 4: Equipment

MESCSA is requesting \$106,500.00 for equipment costs associated with the high need for technology called for by the program design. This breaks down to \$84,100.00 for 58 Chromebook Pixels for each of the 52 new students and 6 staff and \$22,400.00 to outfit each of four new classrooms at \$5,600.00 each with a SMART Board, document Camera, laptop, and technology cart.

Line 5: Supplies

MESCSA is requesting \$37,100.00 in supply costs. This breaks down to \$8,000.00 for classroom supplies such as bulletin boards, white boards, markers, pens, pencils, file folders, binders, etc. at \$2,000.00 per classroom, \$15,600.00 for students consumables at \$100.00 per student for 156 students, and \$13,500 for classroom libraries at \$3,375.00 per classroom.

Line 6: Contractual

MESCSA is requesting \$25,000.00 in contractual costs to pay an accounting firm \$5000.00 to assume all accounting responsibilities, \$10,000.00 for the annual audit, and \$10,000 for an education consultant to provide outside help in school implementation.

Line 7: Construction

There are no construction costs associated with this grant.

Line 8: Other

There are no other costs associated with Year 3 of this grant.

Line 9: Total Direct Costs Year 3: \$193,900.00**Line 10: Indirect Costs**

There are no indirect costs associated with this grant.

Line 11: Training Stipends

MESCSA is requesting \$24,000.00 in training stipends to compensate four new and eight remaining teachers at \$2,000.00 each to start the year early and accept training in DPPCS rules, procedures, and the teaching taxonomy.

Line 12: Total Costs Year 3: \$217,900.00

TOTAL COST FOR PROGRAM YEARS 1-3: \$747,767.00

The narrative below describes the use of funds by line item for Section B – Budget Summary Non-Federal Funds.

Year 1

Line 1: Personnel

There are no personnel costs associated with this portion of the budget.

Line 2: Fringe Benefits

There are no fringe benefit costs associated with this portion of the budget.

Line 3: Travel

There are no travel costs associated with this portion of the budget.

Line 4: Equipment

There are no equipment costs associated with this portion of the budget.

Line 5: Supplies

There are no supply costs associated with this portion of the budget.

Line 6: Contractual

There are no contractual costs associated with this portion of the budget.

Line 7: Construction

The construction costs for this portion of the budget are \$150,000 for Phase 1 of the facility restoration.

Line 8: Other

There are no other costs associated with this portion of the budget.

Line 9: Total Direct Costs Year 1: \$150,000.00

Line 10: Indirect Costs

There are no indirect costs associated with this portion of the budget.

Line 11: Training Stipends

There are no training stipend costs associated with this portion of the budget.

Line 12: Total Costs Year 1: \$150,000.00

Year 2

Line 1: Personnel

\$480,000 is budgeted for all administration, faculty, and staff required to run Dorchester Prep in the first year of school with students in the building. These funds will cover salary only.

Line 2: Fringe Benefits

Fringe benefits including health insurance and totaling \$144,000.00 are calculated as 30% of the salary costs of \$480,000.00.

Line 3: Travel

There are no travel costs associated with this portion of the budget.

Line 4: Equipment

There are no equipment costs associated with this portion of the budget.

Line 5: Supplies

There are no supply costs associated with this portion of the budget.

Line 6: Contractual

There are no contractual costs associated with this portion of the budget.

Line 7: Construction

The construction costs for this portion of the budget are \$150,000 for Phase 2 of the facility restoration.

Line 8: Other

Other costs consist \$55,000 apportioned for 11 months of rent.

Line 9: Total Direct Costs Year 1: \$829,000.00

Line 10: Indirect Costs

There are no indirect costs associated with this portion of the budget.

Line 11: Training Stipends

There are no training stipend costs associated with this portion of the budget.

Line 12: Total Costs Year 1: \$829,000.00

Year 3

Line 1: Personnel

\$780,000.00 is budgeted for all administration, faculty, and staff required to run Dorchester Prep in the second year of school with students in the building. These funds will cover salary only.

Line 2: Fringe Benefits

Fringe benefits including health insurance and totaling \$222,000.00 are calculated as 30% of the salary costs of \$740,000.00.

Line 3: Travel

There are no travel costs associated with this portion of the budget.

Line 4: Equipment

There are no equipment costs associated with this portion of the budget.

Line 5: Supplies

There are no supply costs associated with this portion of the budget.

Line 6: Contractual

There are no contractual costs associated with this portion of the budget.

Line 7: Construction

The construction costs for this portion of the budget are \$150,000 for Phase 3 of the facility restoration.

Line 8: Other

Other costs consist \$60,000 apportioned for 12 months of rent.

Line 9: Total Direct Costs Year 1: \$1,571,400.00

Line 10: Indirect Costs

There are no indirect costs associated with this portion of the budget.

Line 11: Training Stipends

There are no training stipend costs associated with this portion of the budget.

Line 12: Total Costs Year 1: \$1,172,000.00

Year 4

Line 1: Personnel

\$1,080,000.00 is budgeted for all administration, faculty, and staff required to run Dorchester Prep in the third year of school with students in the building. These funds will cover salary only.

Line 2: Fringe Benefits

Fringe benefits including health insurance and totaling \$324,000.00 are calculated as 30% of the salary costs of \$1,080,000.00.

Line 3: Travel

MESCSEA is budgeting \$35,300.00 to cover travel costs. This breaks down to \$300.00 for the Project Director to attend the annual meeting travelling from the Eastern Shore of Maryland to DC, \$5000.000 to cover travel and registration costs for school leader and teachers to attend relevant local and national conferences, and \$30,000 for the student end of year trip (\$10,000 per grade level) required by DPPCS's incentive based behavioral program.

Line 4: Equipment

The \$20,000 line item will provide for the repair and replacement of broken, lost, or stolen technology pieces each year.

Line 5: Supplies

MESCSEA is requesting \$37,100.00 in supply costs. This breaks down to \$8,000.00 for classroom supplies such as bulletin boards, white boards, markers, pens, pencils, file folders, binders, etc. at \$2,000.00 per classroom, \$15,600.00 for students consumables at \$100.00 per student for 156 students, and \$13,500 for classroom libraries at \$3,375.00 per classroom.

Line 6: Contractual

MESCSEA is requesting \$25,000.00 in contractual costs to pay an accounting firm \$5000.00 to assume all accounting responsibilities, \$10,000.00 for the annual audit, and \$10,000 for an education consultant to provide outside help in school implementation.

Line 7: Construction

There are no construction costs associated with this grant.

Line 8: Other

Other costs consist \$60,000 apportioned for 12 months of rent.

Line 9: Total Direct Costs Year 1: \$1,581,000.00

Line 10: Indirect Costs

There are no indirect costs associated with this portion of the budget.

Line 11: Training Stipends

\$24,000.00 is budgeted in training stipends to compensate four new and eight remaining teachers at \$2,000.00 each to start the year early and accept training in DPPCS rules, procedures, and the teaching taxonomy.

Line 12: Total Costs Year 1: \$1,605,400.00

Year 5

Line 1: Personnel

\$1,080,000.00 is budgeted for all administration, faculty, and staff required to run Dorchester Prep in the fourth year of school with students in the building. These funds will cover salary only.

Line 2: Fringe Benefits

Fringe benefits including health insurance and totaling \$324,000.00 are calculated as 30% of the salary costs of \$1,080,000.00.

Line 3: Travel

MESCSA is budgeting \$35,300.00 to cover travel costs. This breaks down to \$300.00 for the Project Director to attend the annual meeting travelling from the Eastern Shore of Maryland to DC, \$5000.000 to cover travel and registration costs for school leader and teachers to attend relevant local and national conferences, and \$30,000 for the student end of year trip (\$10,000 per grade level) required by DPPCS's incentive based behavioral program.

Line 4: Equipment

The \$20,000 line item will provide for the repair and replacement of broken, lost, or stolen technology pieces each year.

Line 5: Supplies

MESCSA is requesting \$37,100.00 in supply costs. This breaks down to \$8,000.00 for classroom supplies such as bulletin boards, white boards, markers, pens, pencils, file folders, binders, etc. at \$2,000.00 per classroom, \$15,600.00 for students consumables at \$100.00 per student for 156 students, and \$13,500 for classroom libraries at \$3,375.00 per classroom.

Line 6: Contractual

MESCSA is requesting \$25,000.00 in contractual costs to pay an accounting firm \$5000.00 to assume all accounting responsibilities, \$10,000.00 for the annual audit, and \$10,000 for an education consultant to provide outside help in school implementation.

Line 7: Construction

There are no construction costs associated with this grant.

Line 8: Other

Other costs consist \$60,000 apportioned for 12 months of rent.

Line 9: Total Direct Costs Year 1: \$1,581,000.00

Line 10: Indirect Costs

There are no indirect costs associated with this portion of the budget.

Line 11: Training Stipends

\$24,000.00 is budgeted in training stipends to compensate four new and eight remaining teachers at \$2,000.00 each to start the year early and accept training in DPPCS rules, procedures, and the teaching taxonomy.

Line 12: Total Costs Year 1: \$1,605,400.00

TOTAL NON-FEDERAL FUNDS FOR YEARS 1-5: \$5,361,800.00

**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

Maryland Eastern Shore Charter School Alliance Ltd.

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	100,000.00	26,667.00	0.00			126,667.00
2. Fringe Benefits	30,000.00	8,000.00	0.00			38,000.00
3. Travel	2,300.00	15,300.00	25,300.00			42,900.00
4. Equipment	106,500.00	106,500.00	106,500.00			319,500.00
5. Supplies	26,700.00	31,900.00	37,100.00			95,700.00
6. Contractual	12,000.00	25,000.00	25,000.00			62,000.00
7. Construction	0.00	0.00	0.00			0.00
8. Other	5,000.00	10,000.00	0.00			15,000.00
9. Total Direct Costs (lines 1-8)	282,500.00	223,367.00	193,900.00			699,767.00
10. Indirect Costs*	0.00	0.00	0.00			0.00
11. Training Stipends	8,000.00	16,000.00	24,000.00			48,000.00
12. Total Costs (lines 9-11)	290,500.00	239,367.00	217,900.00			747,767.00

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: To: (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify):

The Indirect Cost Rate is %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is %.

Name of Institution/Organization

Maryland Eastern Shore Charter School Alliance Ltd.

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION B - BUDGET SUMMARY
NON-FEDERAL FUNDS**

SECTION C - BUDGET NARRATIVE (see instructions)

ED Form No. 524

**U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424**

1. Project Director:

Prefix:	First Name:	Middle Name:	Last Name:	Suffix:
	William		Akridge	

Address:

Street1:	828 Airpax Road
Street2:	Suite 600
City:	Cambridge
County:	
State:	MD: Maryland
Zip Code:	21612
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
2024222761	

Email Address:

wakridge@mescsa.org

2. Novice Applicant:

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes No Not applicable to this program

3. Human Subjects Research:

a. Are any research activities involving human subjects planned at any time during the proposed project Period?

Yes No

b. Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

--

No Provide Assurance #, if available:

c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

	Add Attachment	Delete Attachment	View Attachment
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