

**Baxter Academy**  
for Technology and Science

## **Maine Charter School Application**

Submitted by Baxter Academies of Maine

May 29, 2012

**Revised: May 4, 2013**

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State Charter School Commission  
Executive Summary  
(Exhibit A)

**Applicant Instructions** *(All relevant information must be provided as indicated)*

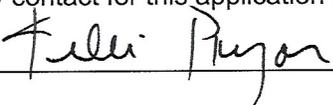
Name of proposed Public Charter School	<b>Baxter Academy for Technology and Science</b>
Name of entity that will hold the charter	<b>Baxter Academies of Maine</b>
Primary contact	Kelli Pryor
Title/Relationship to entity	Chair and President
Mailing Address	PO Box 859 Portland, ME 04104
Telephone (Primary)	(207) 370-5872
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Education Service Provider (if applicable)	N/A
Partner Organization (if applicable)	N/A
Physical address of school	54 York Street Portland, ME 04101
School administrative unit in which the school will be located	<b>Portland Public School District</b>
Intended opening date	September 3, 2013
Proposed grades and initial enrollment	Initial enrollment: 130 students +/- 10% 2013-14: grades 9 & 10 2014-15: grades 9-11 Thereafter: grades 9-12

School Description (150 word maximum)

*Attach a brief description of your school that includes the mission, grades served and other information that you would like to include to describe the unique program and student body you intend to serve.*

**Application Certification**

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate. I recognize that any misrepresentation could result in disqualification from the application process or revocation of a charter after its award. The person named as the contact person for the application is so authorized by the Board to serve as the primary contact for this application on behalf of the organization.

Signature  Date May 4, 2013  
Printed Name **Kelli Pryor** Title (Position) **Chair and President**

## **School Description**

Baxter Academy for Technology and Science will be a rigorous, college-preparatory high school promoting student ownership of learning through curriculum focused specifically on science, technology, engineering and math (STEM). Students will study complex, real world problems, using and building technological tools in a collaborative environment with teachers, scientists, and other professionals. BA will provide all students in grades 9-12 with an individualized, collaborative and interdisciplinary community of teachers and students that support 21st century skills such as problem solving, field-based research, collaboration, and formal presentations, across all academic content areas. Upon graduation, students will have 21st Century skills and will be able to continue their education, and be successful, at America's best universities.

BA will serve students with a strong interest in science, technology, engineering, and mathematics. Our teachers will help guide students to be passionate, self-directed learners by engaging their intellect and encouraging their imaginations.



May 3, 2013

**Baxter Academy**  
for Technology and Science

## Summary of Academic Program Status

Updated by Michele LaForge, Head of School

Core elements of the Academic Program at Baxter Academy have, and will continue to be, emphasized over time. These elements are pillars supporting our overarching mission. They include:

- An emphasis on a Science, Technology, Engineering, and Mathematics (STEM) curriculum that is integrated with and values the Humanities.
- Alignment to Common Core standards and Maine Learning Results.
- A focus on a Project-Based approach to learning.
- Optimal student/faculty ratios of approximately 16:1.
- Flex-Fridays
- Junior-year Internships
- Individualized Student Learning Plans for all students (aka, IEPs) as an implementation of the core philosophy that all students bring learning preferences and strengths, and all teachers take active, collaborative part in meeting these needs, including the special education teacher and staff
- Senior-year Capstone projects
- Standards-based reporting of student progress.
- Complementary assessment program with a combination of quantitative and qualitative data (e.g., NWEA's MAP, PSAT, SAT, school-based assessments, student portfolios)

Each of these elements is described in detail within our Application's Section A: Education Plan.

Significant modifications to the Academic Program include the following:

- A movement from IBET to IPET. Baxter Academy continues to embrace the Integrated Science, English, and Technology approach to learning that will provide structure to our course offerings and project themes. We have shifted the scientific focus from Biology ("B") to Physics ("P") in the Freshman year, as Physics is the scientific building block for other scientific specialties.
- Specific partners/project themes. Previous versions of the Baxter Academy application suggested early partner and project themes strongly related to Biology. Although some of these partners and themes will continue to be resources and viable ideas, we intend to flesh out our portfolio of partners and their alignment to project themes related to Physics. This will be done with input from our Advisory Board and newly hired instructional staff. In the meantime, strong references of the Biological nature have been eliminated from the application to avoid confusion.

On a separate but related note, we have eliminated *specific* programmatic language for

student and stakeholder involvement in decision-making (i.e., “Vision Keepers”). We prefer to adhere to general ideals in this area, and then engage students themselves in the selection of the appropriate model. This is further described within the application within Section C, “Governance.”

## **A. Education Plan**

### **A.1 Mission, Vision, Identification of Targeted Student Population and the Community the School Hopes to Serve**

#### **A.1i: Mission Statement**

Baxter Academy for Technology and Science will be a rigorous, college-preparatory high school promoting student ownership of learning through curriculum focused specifically on science, technology, engineering and math (STEM). Baxter Academy students will study complex, real world problems, using and building technological tools in a collaborative environment with teachers, scientists, engineers and other professionals.

#### **A.1ii: Vision Statement**

Baxter Academy hopes to be Maine's first public charter high school. Baxter Academy (BA) for Technology and Science will use a technology-rich, project-based learning approach to education at the secondary level. BA will provide all students with an individualized, collaborative and interdisciplinary community of teachers and students that support 21st century skills such as problem-solving, field-based research, collaboration and formal presentations, across all academic content areas. Upon graduation, students will have 21st Century skills and will be able to continue their education, and be successful, at Americas best universities.

BA will serve students with a strong interest in science, technology, engineering, and mathematics. We will offer a challenging college-preparatory curriculum featuring outstanding and innovative teachers. Our teachers will help guide students to be passionate, self-directed learners by engaging their intellect and encouraging their imaginations by embracing technology-rich project-based learning. BA will also offer a strong humanities and foreign language curriculum to prepare students to be ethical leaders in the 21st century global economy.

#### **A.1iii: Long Range Plan**

In 5-10 years, Baxter Academy will have formed partnerships with local scientific Institutions in Southern Maine such as the Gulf of Maine Research Institute, the Darling Marine Center, and the Marine Science Center at the University of New

England. We will also form partnerships with local universities such as Bowdoin College, Bates College, University of Southern Maine, Southern Maine Community College, and the University of New England.

In addition, BA will have partnered with local engineering and architectural firms, providing students with practical experiences in which they can apply their knowledge and push their understandings of STEM concepts further. We will be a resource or incubator of new ideas to drive the implementation of STEM-focused programs in schools throughout the state.

#### **A.1iv: Targeted Student Population**

Baxter Academy will serve students with interests in science, technology, engineering, and mathematics in the greater Portland area. BA will offer a challenging college-preparatory curriculum featuring outstanding and innovative teachers who will help guide students to be passionate, self-directed learners by engaging their intellect and encouraging their imaginations through technology-rich project-based learning. Students at BA will follow a standards-based curriculum for English language arts, mathematics, science, social studies, and the arts. BA students will complete a rigorous college-prep curriculum, following a standards-based approach that is guided by the Maine's System of Learning Results and the Common Core national curriculum for grades 9 through 12. BA Graduates will receive a Maine high school diploma with a Science Technology Engineering and Math (STEM) endorsement. BA will also offer a strong humanities and foreign language curriculum to prepare students to be ethical leaders in the 21st century global economy.

BA expects 130 students to attend upon its opening in September 3, 2013. These students will be freshman and sophomores generally between the ages of 14-18 (but may range from 12-20). Each subsequent year of operation, an additional 80 students will be enrolled, such that by the second year 210 students will be served (now including juniors) and in the third year, an enrollment of 290 freshmen sophomores, juniors, and seniors are expected to attend. During the 2016-17 academic year, the school will be at full capacity with approximately 320 students enrolled. The students will come from across the state of Maine, but will go to school in Portland, a growing urban center with an increasingly diverse population.

#### **A.1v: The Community**

Baxter Academy will be a regional high school that will serve the students of the greater Portland area. We will be located in the downtown section of Portland, Maine. As of 2006-2010,

11% of all Portlanders are foreign born compared to only 3.3% in Maine and 12.7% in the U.S.A. and 14.1% of residents speak a language other than English in their home (compared to only 7.1% in Maine and 20.1% in the U.S.). The percent of persons who are high school graduates is an impressive 91.3% in Portland compared to 89.8% in Maine and 85% in the U.S. BA will provide a rigorous and alternative curriculum to this diverse population within and surrounding the greater Portland area, as well as from other regions across the state of Maine.

BA's purpose is to prepare students for higher education and jobs in our increasingly technical global economy. We will focus on instruction to prepare students to participate in the growing technological industry. In the next decade, one in seven new Maine jobs will be in STEM-related areas. These jobs produce wages that are 58% higher than wages for other Maine jobs. Science, Technology, Engineering and Math (STEM) jobs are the largest growing sector of Maine's economy and provide the highest wage opportunities. Currently, one in seven Maine jobs are STEM-related and studies show that opportunities will grow because 40 percent of the industries projected to gain jobs in Maine are STEM-related. About 34% of current 9th grade students are expected to graduate from a community college or university program, which is well below the national average. Maine ranks 28th nationally and the lowest in New England in terms of the percentage of college graduates with bachelor's degrees in STEM fields. Additionally, over 50% of students entering Maine's community colleges and universities must enroll in remedial math classes because they have not mastered high school mathematics, revealing a lack of preparation for higher education and professional fields (from Building a K-12 STEM Educational Pipeline- October 27, 2011 -Maine School Management Association Conference).

#### **A.1vi: Educational Foundation**

In light of the substantial need for young professionals capable of filling jobs in STEM-related areas, Baxter Academy will provide students with a strong instructional foundation in interdisciplinary studies to prepare students to enter professions in STEM-related fields. We use Integrated Physics, English, and Technology (IPETS) curriculum in 9th grade and are looking to develop comparable courses for the other grade levels. We also offer a variety of electives that focus on developing students' skills in the areas of science and technology, math, engineering, art and design, and humanities. Students will also gain real-world experiences through a variety of internships and opportunities to work closely with successful professionals in the classroom. Our academic program is unique in that there are only 374 STEM high schools in America and only a handful of these STEM-focused schools are charter schools. There is only one other STEM school in Limestone, Maine, a residential magnet boarding school, but it is located five hours north of Portland, Maine's largest city.

BA will utilize a project-based approach to education, where learning requires students to spend the bulk of the project actively working in groups or individually to research questions and come to conclusions; and to use specific skills such as collaboration, teamwork, time and task management, and presentation skills to conclude a project successfully. These same skills prepare students to become productive, capable citizens in a technology-dependent society through comprehensive student assessments including traditional tests, digital portfolios and oral and written presentations.

BA believes that American education extends beyond standardized math and reading scores and will work hard to deliver personalized schooling that customizes learning experiences to give every student an opportunity to explore his or her own areas of interest. We will accomplish this through the extensive use of customized project-based learning, which will allow students to pursue a variety of STEM topics. BA will be a school that embraces globalization and the use of digital technology portfolios hosted by Google Apps for Education. BA will incorporate the use of one to one laptops, whereby every student will receive their own Google Chromebook laptop for academic use both within and outside of BA. Additionally, every course at BA will have a course website where assignments, assessments, lectures, media, field research, projects and other course materials will be posted. This dynamic digital platform will enable students to work both on campus and in remote settings and will create both a stable and evolving virtual environment for learning, capitalizing on both the individualized and collaborative nature of education.

#### **A.1vii: Measurable Results**

A solid academic foundation is vital as students look to compete in the current job market. In order to ensure students are gaining necessary content knowledge, Baxter Academy has aligned its curriculum with the Common Core standards, which are quickly replacing the Maine Learning Results as baseline educational standards for all students. In addition, we feel it is more productive to align with the Common Core is that the Common Core is equally, if not more rigorous than the Maine Learning Results.

We will monitor student progress by administering the Measures of Academic Progress assessment, produced by the Northwest Evaluation Association (NWEA) as both a formative and summative assessment in 9th and 10th grades. In all grades, students will have the option of taking the MAP assessment for science. In keeping with our mission of preparing students to graduate from college with a STEM-related degree, our assessments in grades 10-12 focus on ensuring students have

the necessary knowledge to compete at a college level. We will monitor student progress in 10th grade using the PSAT as a formative assessment to evaluate subject material to target before students take the PSAT to compete for a National Merit Scholarship in 11th grade as a summative assessment. Students will take the SAT as a formative assessment in 11th grade to show material necessary to target before they take the exam again as a summative assessment in 12th grade.

#### **A.1viii: School Culture**

Baxter Academy will set high expectations for all students, develop social responsibility, promote innovation and creativity, and produce graduates with a 21st century global perspective. BA students will work closely together in an environment of collaboration and innovation. They will value the ideas of their peers and challenge each other to deepen their thinking about topics. As they develop the skills they will need to function in a 21st century workplace, they will appreciate dissenting ideas and constructive criticisms as methods for improving the overall quality of their projects. Students will operate in a culture of respect as they acknowledge their own contributions to projects while also appreciating the strengths of others in their group. They will view instructors as facilitators and guides but will also have the maturity and initiative to take on leadership roles in the classroom and pursue topics of interest independently.

#### **A.1ix: Alignment of Mission, Curriculum, Teaching Methods, and Services**

In keeping with our mission, Baxter Academy utilizes an interdisciplinary curriculum that enables students to draw from their knowledge of humanities, science, and math as they work on real problems in practical settings. We provide students with a rich environment that takes advantage of local industries and community issues to motivate and inspire students to learn and ensure they are surrounded with knowledgeable instructors and local professionals to guide them as they learn. Our extensive electives allow students to pursue a variety of interests that will expand their future career options while giving them a chance to fill needs in the community.

### **A.2 Academic Program**

#### **A.2i: Description of the Curriculum**

Baxter Academy will serve students with interdisciplinary interests in science, technology, engineering, and mathematics. BA will offer a challenging college-preparatory curriculum featuring outstanding and innovative teachers. BA's teachers will help guide students to be passionate, self-directed learners by engaging their intellect and encouraging student creativity and innovation through

technology-rich project-based learning. BA will also offer a strong humanities and foreign language curriculum to prepare students to be ethical leaders in a global economy. BA will also focus our project-based curriculum on having students ask questions and investigate possible solutions to real problems that are present in academic and professional fields.

BA's curriculum will be founded on the following Core Beliefs and Curricular Elements:

- Student Centered Learning Culture
- Project-Based Instruction
- Rigorous College Prep Curriculum
- Social and Emotional Growth with Emphasis on Building Character
- Senior Capstone Projects
- Junior Internships with a S.T.E.M focus
- Extensive use of Digital Books and Media
- Individualized Learning Plans
- 1 to 1 computer/tablet/smart device access
- Advanced STEM classes for all students
- Humanities focus on Global Leadership and Citizenship
- Access to 21st Century Tools & Technology
- Google Apps for Education for all students and staff
- Exceptional Teaching Staff

#### **A.2ii: Project-based Learning Curriculum**

Students process information, push themselves to think more deeply about topics, and demonstrate their learning through the completion of various projects. These projects are practical, simulating projects they will face as professionals, and interdisciplinary, requiring them to synthesize information across core content areas. Teachers design the projects in collaboration with students. The designs tend to be simple and elegant, indicating a clear direction but offering many pathways to a solution. They address essential questions that are relevant not only in the academic arena, but also in the world beyond school and in students' lives. The projects all culminate in a product or performance, with intermediate products or "checkpoints" along the way. They all involve a significant amount of reflection on the part of both teachers and students.

We emphasize projects at Baxter Academy because we believe they represent an effective pedagogy, offering multiple entry points for students with varying learning styles and academic experience. They foster the development of important college and workplace skills, including time and resource management. They allow a holistic

way to meet state standards while integrating the curriculum, so that students may see their work as focused, not situated in separate silos across the hours of the day. All of our students, including low achievers, demonstrate their learning publicly through presentations and portfolios, introducing an element of authentic accountability for quality work.

### **A.2iii: Aligning Projects to Standards**

At Baxter Academy our goal is to let projects drive the curriculum, rather than the reverse. Nevertheless, as BA teachers develop projects that engage student interests, they are mindful of Common Core Standards for grades 9-12. In one of the projects described, for example, each student chooses a particular drug and creates a documentary about its effects on the human body. The unit addresses many state standards in chemistry, such as functional groups, bonding, the periodic table, and molecular structures. At the same time, the project integrates well with math and humanities and achieves real-world relevance as students use technology to create educational videos that can be shared with other schools as part of a broader drug and alcohol abuse prevention initiative.

We have structured the project descriptions to address the key questions that our partners have been asking about project design and management, curriculum integration, real world connections, meeting state curriculum standards, meeting the needs of diverse learners, and project assessment. In addition, we have included separate sections on assessment and on reading and writing in project-based learning. Each project description begins with an "At a Glance" overview, followed by a brief author biography. Then come the Project Overview, including products, essential questions, topics addressed, standards addressed, and adaptations for diverse learners, and assessments.

The next section is more narrative in nature, beginning with a project timeline, followed by a description of activities, assessments, and adaptations for diverse learners. The final section includes reflections by the teacher author(s), in the understanding that projects are fluid, never static, and that each project in the end raises questions about how it might be designed more effectively the next time around.

### **A.2iv: STEM-focused Curriculum**

Science, Technology, Engineering and Math (STEM) jobs are the largest growing sector of Maine's economy and provide the highest wage opportunities. In the next decade, one in seven new Maine jobs will be in STEM-related areas. These jobs produce wages that are 58% higher than wages for other Maine jobs. Currently, one in seven Maine jobs are STEM-related and studies show that opportunities will grow

because 40 percent of the industries projected to gain jobs in Maine are STEM-related.

About 34% of current 9th grade students are expected to graduate from a community college or university program, which is well below the national average. Maine ranks 28th nationally and the lowest in New England in terms of the percentage of college graduates with bachelor's degrees in STEM fields. Due to inadequate preparation, over 50% of students entering Maine's community colleges and universities must enroll in remedial math classes because they have not mastered high school mathematics. (Source: Building a K-12 STEM Educational Pipeline- October 27, 2011 - Maine School Management Association Conference.)

In keeping with our mission to prepare students for professional occupations in fields related to science, math, engineering, and technology, Baxter Academy will integrate these subjects into every aspect of the curriculum. In 9th grade, the integration is clear through our use of a curriculum known as Integrated Physics, English and Technology (IPET) (see more information in the following section). In the following grades, topics covered in science classes will loosely serve as thematic units to guide instruction in other core subject areas. For example, if a student is learning about evolution in science, they may be reading the novel *Animal Farm* by George Orwell in ELA class and studying the Scopes/Monkey Trial in Social Studies. They can simultaneously learn about scientific concepts and people's perceptions or concerns about those topics so students can see the way scientific topics influence all aspects of human life. Teachers will integrate technology into all classes by using it in their instruction and facilitating its use as students demonstrate their learning through the completion of projects.

#### **A.2v: Interdisciplinary Learning - IPET**

Baxter Academy will also focus on interdisciplinary learning and facilitating connections for student learning and teacher collaboration across the disciplines. The Integrated Physics, English and Technology (IPET) program is a year-long course that all students will enroll in during their freshman year, and is a co-taught interdisciplinary model that combines principles of these three disciplines toward common learning goals and objectives. At the heart of this unique program is the requirement for students to conduct and present authentic scientific research and practice writing using scientific voice and style, culminating in a final project that combines scientific research and analysis with the foundational literacy skills of reading, writing, speaking and listening. Project-based research and learning in the IPET course will allow students to investigate real-world problems in the community and learn about local issues by becoming active partners with community agencies.

The IPET program's integrated studies will focus on the IPET Project, an introduction to student-directed research projects that students will undertake throughout their four years at BA. The IPET Project includes an independent student experiment with, in many cases, cooperative student groups that will form to refine ideas, collect data, create and revise scientific and imaginative writing, deliver professional-level presentations, and captivate audiences with dramatic presentations. Our investigation of texts and ideas will incorporate intensive and personal experiences in reading, writing and revising, speaking and performing and listening- fundamental literacy domains that are critically important across all academic content areas.

The IPET program allows instructors the flexibility to reconfigure the daily schedule according to the special needs of a particular project or unit. The integrated learning model emphasizes communication, collaboration, and problem solving as key components of success in school and beyond. Students are divided into IPET teams with one teacher from each of the three core disciplines. This configuration allows students to make friends quickly and to establish close relationships with the instructors. Instructors will manage the three ninety-minute periods according to the special needs of a particular project or unit, spending approximately 20% of instructional time on the integrated project and the remaining 80% on their subject's curriculum.

BA freshman will benefit both academically and socially from the IPET program. Students will practice learning the following academic skills generated from the IPET project and curriculum: learning how to develop scientific investigations and how to collect, manage, analyze, and interpret data; learning the language of science by writing research reports, learning how to navigate databases, to identify and interpret primary source articles, and to assess the validity and content of information.

The IPET curriculum will also focus on supporting students to develop the following social skills: working in small groups that encourage effective collaboration, delivering useful, accurate information to community agencies that can use their findings, learning from teams of instructors who model collegiality and effective teamwork. IPET faculty teams will meet weekly to discuss students' academic and social progress.

IPET projects will vary from team to team depending on the teachers' backgrounds and expertise. In every IPET project, students will: conduct primary research, follow the scientific method, learn to collaborate in small groups on a real-world, long-term project, use various technologies (GIS, GPS, electronic sensors, etc.) to solve problems, continue to develop writing and presentation skills in various media,

communicate their research findings to the appropriate audience in the community, benefit from the effective integration of three academic disciplines.

Projects will involve research that will be conducted at various Southern Maine sites. Each June, students present the results of their research in an IPET Symposium to which students, parents, and members of the community are invited. Skills and objectives within planned units of study will include the following learning objectives and goals, or SWABTs (Students Will Be Able To): read both scientific and literary texts analytically; read and correctly cite primary source scientific literature and incorporate in writing; conduct scientific research using primary and secondary sources (using university and orally and in writing; cite sources using correct APA citation; practice using scientific voice and style orally and in writing; read and analyze theories of scientific and literary criticism; develop presentation skills acquisition and reflection through multidisciplinary project; students will practice making cross-curricular connections between scientific reasoning, creative and critical thinking, literary analysis and students will develop and revise both their analytical and imaginative writing students will practice analytical thinking and communication skills such as close reading of a text, pattern location, and analysis; students will practice taking a reflective attitude toward reading and writing, especially in the areas of voice and style development. Students will also practice making observations about their surroundings in the field for further analysis, clarify and revise their written work, as well as practice peer editing, and practice writing using scientific writing style conventions and voice.

Technology skills incorporated into the IPET course include database research and source evaluation skills such as: Boolean and advanced searches; NoodleBib, differentiate between and read/use effectively primary and secondary sources, reading scientific articles (primary and secondary sources), source evaluation, attention to audience and purpose. Writing will be emphasized through the following course components: Logs-text and personal responses; to promote fluency and develop ideas for formal writing; notice patterns; use and analyze text supports (direct quotes); Process Writing/Writer's Workshop-peer critique process impact, voice, attention to audience and purpose, organization, and style; Research- read and cite journal articles, use databases, APA format, and other conventions; P3

- "Potentially Publishable Product," one or more writings (like personal essay, poem, short story, play, etc.) go through revision and may be submitted to Threshold or published on the IPET Showcase webpage or in other venues; Portfolio-an electronic collection of representative works in all classes that continues all four years; tech teacher often helps assemble; reflection advised.

In order to achieve full integration and cohesion among the courses and among the IPET team, there will be weekly team meetings to discuss integrated and distinct curricula, especially IPET Project development, goals, and problems; individual and collective student needs and adjustment toTJ; and to develop cohesion and trust among the members of the IPET team.

#### **A.2vi: Measurable Objectives**

Baxter Academy's curriculum is framed around answering questions, studying relevant, scientific questions and dilemmas and solving problems as they are found in the professional world and in local communities. BA students and faculty will study questions that cut across academic disciplines and integrate the curriculum with actual work experiences. In the junior year, students will work and learn at businesses, schools, nonprofit organizations and/or professional associations in Southern Maine. These STEM internships are unpaid and students will develop and implement a specific project to contribute to that company or organization. Internships will take place for 8-10 hours per week for one semester during the students' junior year.

During their senior year, students must complete and pass a Senior Capstone Project in order to graduate. Students will choose an area of specialization within STEM, for example: engineering, product design, multimedia production, environmental studies, web design, software development, architecture etc. Students will complete the senior capstone under the guidance of a mentor in that field.

#### **A.2vii: Alignment to Standards**

As Maine is in the process of implementing Common Core learning standards, Baxter Academy has adhered to these standards in their English Language Arts and Mathematics curricula. We have found these standards include those found in the Maine Learning Results and are often more rigorous. In content areas not covered by the Common Core, BA has used the Maine Learning Results as a baseline standard when developing curriculum maps. BA has meticulously made sure each topic mentioned in the Common Core and Maine Learning Results is covered in their curriculum map and has included all mentioned skills relating to communication, collaboration, inquiry, etc. However, as BA's objective is to prepare students to compete for high-level professional occupations, BA's goal is to provide curricula that exceeds the expectations set by state standards.

It should also be noted that though teachers will be covering all stipulated topics, they will be designing projects based on the needs of the students in their classroom. Therefore, the curricula is designed to provide teachers with the flexibility to cater to students while keeping the learning standards in mind. All projects will adhere to the

Common Core and Maine Learning Results, but will not be determined in advance. See Appendix A for sample projects and evidence of alignment to standards.

### **A.2viii: Subject Area Content and Skills**

Students will be required to take 28 credits for graduation from the following academic disciplines:

- Science and Technology: 5 credits required Integrated Physics, English and Technology (IPET)= Physics +.5 technology, chemistry, physics, plus 1 elective  
\*\*IPET is a required course in grade 9\*\*
- Math: 4 credits required (algebra, geometry+trig, calculus, plus 1 elective)
- English: 4 credits required (IPET=composition, plus 3 electives)
- Social Studies: 3 credits required (World Geography and Politics, Finance & Global Economics, American History & Civics)
- Foreign Language: 2 credits of same language required (Mandarin Chinese will be offered on-site, we anticipate that Russian, Japanese, Latin, Spanish, and French will be offered online)
- Art and Design: 1 credit required - Foundations of Art & Design required for all incoming freshman and sophomores
- Physical Education, Recreation and Health: 1 credit required (lunch seminar for health) plus off campus trips to hike, bike, climb, sail, kayak, snowshoe and ski will count towards this requirement
- Junior Stem Internship: 1/2 credit required
- Senior STEM Capstone Project: 1 credit required

### **Integrated Freshman Program**

Baxter will offer an integrated freshman program that will blend math, science, engineering and language arts, as well art and social studies. This program will focus on building skills that will be the foundation for the next three years and beyond. Since students will be entering Baxter

from a variety of middle schools, and will have range of skills and prior knowledge, this program will be designed to work with and challenge all students, regardless of ability.

#### *How does the program work?*

Classes of 16 students will take math, language arts, physics and engineering together. Art and social studies may also be integrated into this program if curriculums align, and as teachers work together to make learning relevant and authentic. Students will work on projects requiring skills in each of these fields to solve.

#### *Why an integrated program?*

The primary purpose of the freshman year at Baxter is to build key foundational skills and to make learning relevant. An integrated program allows Baxter to achieve these goals. Projects in the freshman year will be designed around building these foundation skills, which include:

- Identifying core problems, questions and variables
- Conducting effective research
- Working through the engineering design cycle and scientific method
- Applying math to solve problems
- Engaging in error analysis
- Iterating designs or experiments
- Learning effective and efficient communication through writing and presentation
- Reinforcing commitment and follow through

By exploring subject areas through the lens of real-world, hands-on projects, students gain appreciation for all fields of study. Being strong in one or two subjects areas will not yield positive results; only work that draws upon multiple fields will ultimately be successful. Moreover, by focusing on skills in addition to content, projects are scalable and keep all students challenged and expanding their zones of proximal development.

#### *Sophomore, Junior and Senior Years:*

One way to look at the integrated curriculum is as a system of best practice that is part of the STEM philosophy. While it is at its most obvious and explicit in the Freshman year, its ethos and guiding principles continue through all four years of the Baxter Academy program. The integrated curriculum, as detailed above, is designed to transition students successfully to the high school environment, to higher education, and to the habits, discipline, and joys of life-long learning. The first year establishes patterns of mind and practice that emphasize raising and answering questions across the curriculum; analyzing risks, costs, and failure; and forming a

personal practice of revision and redesign that stretches from the language arts to physics. The integrated curriculum builds community and collaboration as well as independent inquiry.

During the sophomore year and beyond, these habits should be firmly enough in place that a formal overarching structure is no longer necessary to practice, refine, and remain committed to the integration philosophy. Instead, personal choice and the drives of individual learning styles are prioritized so that students can schedule the classes that suit their skills and interests, as well as pursue the sustained ongoing long-term projects that remain a part of the integrated curriculum philosophy through all four years at Baxter.

Student Learning Plans. Before the start of the year, we will meet with each student and his/her parents/guardians to create a Student Learning Plan. The goal of this session, in addition to getting to know each student better, will be to personalize the curriculum in a way that will meet the student’s academic needs and personal goals while also ensuring they master critical knowledge and skills that will prepare them for a successful Baxter Academy learning experience and any and all learning experiences beyond our doors. This Student Learning Plan will be reviewed on an ongoing basis during student-led conferences to ensure students are meeting rigorous academic requirements as well as personal needs and will be revised as needed.

Below we provide examples of course offerings for each grade, though the individualization of each student’s learning plan will likely result in intentional deviations from this.

Core courses: Grade 9	Potential areas of student individualization
1 Science - Physics	1 Elective Marine Archeology & Salvage  1 Elective Parametric CAD I, Parametric CAD II, Composition, Classic World Literature, Creative Writing
1 English	
1 Math - Applied Math	
1 Social Studies - World Geography & Politics	

1 Foreign Language (Chinese I)	
.5 Art - Foundations of Art & Design	
.5 Engineering - foundations of engineering	
Core courses: Grade 10	Potential areas of student individualization
1 Math	Geometry/Trigonometry, Pre-Calculus
1 Science - Chemistry	
1 Social Studies - Finance & Global Economics	
1 English Elective (Shakespeare)	Shakespeare, Short Stories, Classic World Literature, Creative Writing
1 Foreign Language (Chinese II)	
.5 Art - Digital Media	
1.5 Elective	Earth Science, Audio Production, Java programming, Boat design, CAD: Rendering and Animation, Fabrication, Psychology of Learning, Economics
Core courses: Grade 11	Potential areas of student individualization
1 Math	Geometry/Trigonometry, Pre-Calculus, Calculus, Statistics
1 Science – Biology	
1 Social Studies - American History & Civics	
.5 STEM Internship (Friends of Casco Bay)	Friends of Casco Bay, National Semiconductor, WEX
1 English Elective	Journalism & Blogging, American Literature, Modern World Literature, Creative Writing, Poetry & Drama
2.5 Electives	Energy: Production to Policy, Anatomy, Circuit Design, Personal Finance, Video Production, Digital Media, Entrepreneurship, CAD:

	Rendering and Animation, Fabrication, Psychology of Learning, Economics
Core courses: Grade 12	Potential areas of student individualization
1 Math Elective	Calculus, Differential Equations, Statistics
1 Senior Science or Engineering	Marine Biology, Advanced Engineering, advanced Physics
1 English elective	Moral Philosophy, Shakespeare, Modern World Literature, Creative Writing, Poetry & Drama
1 Senior Capstone Project	Gulf of Maine Fisheries Management, Tar Sand Petroleum Pipelines, Hurricane Computer Modeling
3 Electives	Marine Biology, Yearbook, Personal Finance, Energy: Production to Policy, Advance C++, Statistics, Harmonics, Boat Design, Entrepreneurship, CAD: Rendering and Animation, Fabrication, Psychology of Learning, Economics

### A.2x: Instructional Design

Baxter Academy will follow the same design principles as those found at High Tech High in San Diego. These include the following:

- Personalization
- Adult world connection
- Common intellectual mission
- Teacher as designer

These principles will permeate every aspect of life at BA: the small size of the school, the openness of the facilities, the personalization through advisory meetings, the emphasis on integrated, project-based learning and student exhibitions, the requirement that all students complete internships in the community, and the provision of ample planning time for teacher teams during the work day.

**Personalization.** Every BA student will start a Google Sites Digital Portfolio, and the

student will be given the domain rights to the URL upon graduation. All staff will be certified by Google in training students and new faculty members on the Google platform, which will include utilizing Google Applications for Education. Each student will have a staff advisor during their four years at Baxter, who will monitor the student's personal and academic development and serve as the point of contact for the family. Students will pursue personal interests through projects, and will compile and present their best work in personal digital portfolios. Students with special needs shall receive individual attention in a full inclusion model. Renovated facilities are planned to be tailored to individual and small-group learning, including networked wireless laptops, project rooms for hands-on activities, robotics and computer labs, a Chinese classroom, a humanities classroom, an art room, and exhibition spaces for individual work.

**Adult World Connection.** Since students experience some of their best learning outside the school walls, juniors will complete a semester-long academic internship in a local business or organization. Seniors can develop substantial projects that enable them to learn while working on problems of interest and concern in the community. In the 9th and 10th grade, students may "shadow" an adult through a workday, perform community service in a group project, or engage in "power lunches" with outside adults on issues of interest. BA will also bring in experts from related professional fields for regular assemblies and workshops with the students and faculty. Baxter's rented facilities, from the Rufus Deering Lumber Company, have a distinctive high-tech "workplace" feel, with windowed rooms with an ocean view, small-group learning and project areas, laboratories that will be equipped with the latest technology, ubiquitous wireless laptop access, and common areas where artwork and prototypes can be displayed.

**Common Intellectual Mission.** We make no distinction between "college prep" and "technical" education; the program qualifies all students for college and success in the world of work. Enrollment is non-selective and there is no tracking. The planned curriculum is rigorous, providing the foundation for entry and success at the nation's best colleges and universities. Assessment is performance-based, where all students develop projects, solve problems, and present findings to community panels. All students are required to complete an academic internship, a substantial senior project, and a personal digital portfolio. Teacher teams have ample planning time to devise integrated projects, common rubrics for assessment, and common rituals by which all students demonstrate their learning and progress toward graduation.

**Teacher as Designer.** Teachers work in interdisciplinary student teams to develop the program. The schedule accommodates team teaching, common planning time, project-

based learning, work-based learning, and other regular interaction with the outside world.

**Advisory Program:**

The advisory program will foster the following principles and standards in social, emotional, and character education:

- Freshman Year Emphasis- character education (including anti-bullying)
- Sophomore Year Emphasis- career exploration & developing independence
- Junior Year Emphasis- college readiness and good decision-making
- Senior Emphasis- community service (senior capstone project)

Social, emotional and character education is an approach to learning, living, and engaging core values into one's everyday life. In the development of knowledge, skills, and abilities, character development enhances the learner's capacity to make informed and responsible choices. It involves a shared educational commitment that emphasizes the responsibilities and benefits of productive living in a global and diverse society. Character education prepares students to come face to face with the realities of life, equipped and capable of making ethically sound decisions and responsible choices in a world of challenge, opportunity, and change.

The vast majority of Americans share a respect for fundamental traits of character-- honesty, compassion, justice, courage, generosity, perseverance, self-discipline, responsibility, respect, and caring. Yet, in contemporary culture, many of our youth face great uncertainties regarding issues of right versus wrong, and at an even higher level of decision making, ethical choices that involve issues of right versus right. Ambiguous actions on the part of youth and an inability to understand or care about relationships or the human condition are in themselves ethical dilemmas.

Lessons in character building provide principles and practices that have the potential to transform ethical ambiguity into ethical clarity. Students are encouraged to think critically and act responsibly. Instructional materials, methods, and strategies, when developed into interdisciplinary curricular themes, support the classroom teacher's efforts to engage students in authentic learning opportunities. Emerson once said, "Character is higher than intellect." Character involves the choices we make. The choices students make with their acquired knowledge from within our schools and beyond will shape their character and their response to life.

**Flex Fridays:**

Flex Fridays serve two important roles in Baxter Academy's curriculum. First, they provide a substantial period of time for students to work on large-scale, real-world problems. These problems will allow students to apply the knowledge and skill gained in the classroom to tangible and significant challenges. Second, and to a lesser degree, Flex Fridays also offer an opportunity for students to learn skills or information that fall outside of the traditional curriculum. Flex Fridays provide an opportunities for enrichment from guest speakers and field trips without interrupting traditional class.

**Why Student Projects?**

Large-scale student projects provide an opportunity for students to develop skills and experience that are not provided in conventional classroom settings; to apply and expand skills learned in the classroom; and to explore topics in depth through real-world applications. Students will learn to work systematically through a development process - scientific method for science projects, engineering design cycle for engineering projects - that will teach project and budget management, teamwork, iterative design, error analysis and learning from failure -- skills that will be a springboard toward success in both college and career.

**What are Student Projects?**

- Every student at Baxter Academy will have a STEM-related project throughout the school year.
- Project lengths can vary from a minimum of a semester to multiple years.
- The projects can be chosen or created by the student(s) or an advisor, but must be approved by the advisor.
- The number of students per project can vary from one - an individual project - to 20 or more students, depending on the needs of the project.
- Every teacher at Baxter Academy will be a project advisor for 12-16 students.

- A project can have multiple advisors and advisors can have multiple projects - however, each advisor must be directly responsible for 12-16 students.
- Students are responsible and will be held accountable for every aspect of the project, including defining objectives; developing and managing timelines, milestones and budgets; task allocation; contacting suppliers; and producing a product.
- While some basic funding may be available, students should participate in raising the funds needed to complete their projects.
- Students must give periodic reports, both written and Power Point, throughout the project.
- Where applicable, projects must include detailed error analysis to show whether results are valid.
- Unsuccessful projects are acceptable, so long as the student properly documents, through failure analysis, the reasons for the failure and lessons learned. Unsuccessful projects will often require more work than successful ones.

While the nature of student projects will vary, the underlying lessons will be the same. Some students may choose to work in a large group to develop an experimental model for a fish hatchery, others may want to work individually on a writing a database program with a local company. In both cases students must work through prescribed procedures - the scientific method for one and the engineering design cycle for the other. Both cases require students to define the project objectives, be responsible for time, budget and project management, and devise iterative creative solutions to a given problem. In most cases (it will be strongly encouraged), projects will give back to the community. These are the skills needed to succeed in the real world; they require time, responsibility and creativity; and they are found outside of the standard high school curriculum.

### **What is Flex Friday? Why?**

Traditional high school curriculum does not provide the time and space needed for these types of projects. Material is often taught from a textbook than open-end real-world problem-solving,

and, because of the wide range of material covered in a class, there is not enough time for students to focus on and complete a multi-month problem or project. If there is an applied problem, the focus is on solving the problem: the teacher defines a narrow objective and gives all the necessary information, rather than requiring students to set the precise objectives based on real-world goals, determine what information is required and, through web or other sources, access and apply the necessary information. Science labs are confined to 1-2 hours, focus on specific skills and concepts, and are designed to be easy to solve with little ambiguity; they don't have time to teach problem-solving or rigorous error analysis.

Real life is about solving long term problems, learning from failure, building on previous work, working with colleagues, design review and iteration, time and resource management. None of these are possible within the constraints of a conventional school schedule.

Flex Friday is designed to alleviate many of these issues. It will provide large blocks of time for students to perform lengthy experiments, immerse themselves in project design or research, and, through error analysis, learn from failure. Because all students will have the same time available, groups of students will be able to coalesce around projects of common interest and work collaboratively without scheduling difficulties. The significant amount of time will permit students to work through a rigorous autonomous open-ended project development process, reaching beyond textbooks or previous learning to access the necessary information. Teachers, freed from other teaching obligations, will be able to focus on advising students as they work through their projects, assisting with skill development and making sure they ask the right questions, follow through on their work plans and collaborate effectively within work groups. The blocks of time will facilitate development of web-based research skills and work with collaborating businesses and other institutions.

### **Field Trips, Workshops and Speakers**

While most time on Flex Fridays will be reserved for student projects, some time will also be set aside for various extra curricular activities. These include field trips, workshops and guest speakers. In a traditional school schedule students taking field trips must miss other classes,

and Flex Fridays will permit students to go on field trips without compromising classroom learning.

There is much for students learn outside of the classroom. While some field trips and speakers will focus on STEM related topics, an emphasis will be placed on the cultural enrichment. To produce well rounded students, particularly as STEM focused high school, it is important for our students to gain an appreciation for the arts. Portland and southern Maine wonderful resources in the arts (music, theater, museums, etc.), and we should take advantage of them.

Friday mornings may also used for various workshops to teach knowledge and skills that do not have a place in traditional curriculum but have value to STEM students. The workshops will be held through the year, taught by both Baxter faculty and guest teachers. Workshops could range from basic welding to a study of non-Euclidean geometry to calibrating advanced sensors for testing equipment.

It is important to reiterate, a large majority of time on flex friday will be devoted to student projects. These extra curricular may only account for 4-8 hours a month, but it is important that time is available in the schedule to make room out-of-classroom enrichment.

### **A typical day for a student on Flex Friday**

8-10am: Circuits class field trip to the National Semiconductor

10-11am: SCRUM (project management) meetings with groups and project advisors to go over last week's progress and develop next work plan.

11-noon: Set up experiment

12-12:30: Lunch

12:30-2: Run experiments

2-2:30: Debrief experiments

Homework: analyze results from experiments, including error analysis

### **Narrative example**

One teacher on the Baxter Academy Advisory Board teaches high school engineering and previously taught engineering in a middle school. He had worked for five years as an advanced robotics engineer at a robotics research and development company. He saw that many engineering students with excellent high school records dropped out of college engineering programs because the students had not been properly prepared. In his own experience, his projects outside of school (many of which were failures) were key to his engineering success. In talking with engineering colleagues about what helped make them successful, they spoke about large-scale projects they had worked on when they were a teenager. One of the best engineering universities, Olin, has incorporated student projects widely into its curriculum, and other college engineering and science departments are following suit.

In the middle school his students did large-scale projects, ranging from building a 12' sailboat, to hovercraft that could hold 6 students, to an CNC 3 axis router build out of Legos. In high school he created a class, Advance Project Design (APD), that was dedicated to one large project. In this class students were responsible for every aspect of the project, from the design and construction to the time and budget management. They used industry standard procedures, such as Gantt charts and SCRUM (an iterative and incremental project management framework), and industry tools, such as Solidworks and Excel. In its first year, APD students designed and built a powerful windtunnel and related sensors that produces the highest wind speeds of any wind tunnel in the state of Maine (exceeding 230MPH). In its second year, APD students designed and build a gas-fired kiln for the art department capable of reaching 3200 deg F (granite melts around 2250 deg F). These projects successfully taught students a wide range of substantive and real-world skills.

Student projects at Baxter Academy will expand on experience with the APD classes. Flex Fridays will address one of the problems experienced in the APD program: time management was problematic because it had to meet several times a week for short periods, and just as students started to get into a project they had to clean up. It was clear that a larger blocks of time would be far more productive. The APD classes were also constrained by students'

scheduling conflicts; students interested in the class frequently could not attend because of other scheduled commitments. Flex Friday will address both issues.

#### Technology:

The use of Google Chromebooks and Google tools for education is integral to BA's instructional design. For a full description of technological tools that will be used in our classrooms, see [Appendix B](#).

#### A.2xi: Class Size and Structure

Classes will be made up of approximately 15-20 students, one teacher, and the necessary number of Ed Techs. Students will spend class time learning through lecture-directed instruction and working on projects in small groups of two to four students. Students will sit at tables to accommodate the use of Google Chromebooks and maximize seating flexibility for group work. Students will use Google Chromebooks in all classes to take notes, conduct research, and develop projects.

#### A.2xii: Teaching Methods

Teachers will introduce material through lecture-based instruction, collaborate with students to choose driving questions for projects, and serve as guides and facilitators as students engage in Project-based Learning. Teachers will incorporate technology into their instruction through the use of PowerPoint presentations, videos, and virtual demonstrations. See "Teacher as Designer" in Section A.2x for more information.

#### A.2xiii: Research on Project-based Learning

Overall, the research on Project-based Learning (PBL) reports positive outcomes related to student learning in the areas of content knowledge, collaborative skills, engagement and motivation, critical thinking and problem-solving skills. This summary utilizes Thomas's (2000) five criteria to define PBL: (a) "Projects are central, not peripheral to the curriculum"; (b) "projects are focused on questions or problems that 'drive' students to encounter (and struggle with) the central concepts and principals of the discipline"; (c) "projects involve students in a constructive investigation"; (d) "projects are student-driven to some significant degree"; and (e) "projects are realistic, not school-like" (p. 3-4). Collaboration is also included as a sixth criterion of PBL.

PBL has several positive effects on student learning and content knowledge. Compared to traditional classes, students in PBL classes performed better on assessments of content knowledge (Boaler, 1997; Penuel & Means, 2000; Stepien, et

al., 1993). Research also reported that PBL had a positive effect on specific groups of students. For example, students with average to low verbal ability and students with little previous content knowledge learned more in PBL classes than in traditional classes (Mergendoller, et al., 2006; Mioduser & Betzer, 2003). In addition, students were able to demonstrate specific content area skills after taking part in PBL (Mioduser & Betzer, 2003; Peck, et al., 1998). For instance, students working on a geometry project linked to architecture and design utilized measurement skills as they developed their blueprints, of which 84% met architectural building standards (Barron, et al., 1998). In sum, students taught in PBL classes emerged with useful, real-world content knowledge that they could apply to a variety of tasks (Bealer, 1997).

PBL also has resulted in high levels of student engagement (Belland, et al., 2006; Brush & Saye, 2008). For instance, in one study within an economics classroom, a PBL unit engaged the lowest and highest level students as well as those students who were least interested in economics at the start of the unit (Ravitz & Mergendoller, 2005). Another study reported that PBL had a positive effect on student motivation to learn (Bartscher, et al., 1995). According to elementary teachers, who reported using 37% of their overall instruction time on PBL, students' work ethic improved as well as their confidence and attitudes towards learning as a result of PBL (Tretten & Zachariou, 1995). Conversely, one study found that high school student engagement and/or participation were difficult to maintain (Edelson, et al., 1999).

Students who participated in PBL also benefitted from improved critical thinking and problem-solving skills (Mergendoller, et al., 2006; Shepherd, 1998; Tretten & Zachariou, 1995). In particular, one study of PBL showed a positive effect on low-ability students, who increased their use of critical-thinking skills including synthesizing, evaluating, predicting, and reflecting by 446% while high-ability students improved by 76% (Horan, et al., 1996). Furthermore, during PBL, students showed initiative by utilizing resources and revising work, behaviors that were uncharacteristic of them before they engaged in PBL (Barron, et al., 1998).

In addition, PBL has been shown to benefit a variety of students in developing collaborative skills. For example, through PBL, elementary students learned to understand multiple perspectives (Chanlin, 2008) and conflict resolution skills (Chanlin, 2008); special education students developed social skills such as patience and empathy (Belland, et al., 2006); and low-ability students demonstrated initiative, management, teamwork, and conscientiousness as they worked in groups (Horan, et al., 1996). Students also enjoyed PBL because it gave them opportunities to interact with their friends and make new friends through cooperative projects (Belland, et al., 2006; Lightner, et al., 2007). However, group- and self- efficacy were found to depend

largely on the quality of the group process (Weng-yi Cheng, et al., 2008) while high school students struggled to work positively in small groups (Achilles & Hoover, 1996).

Several studies found that PBL is challenging for teachers to enact despite its positive benefits. For example, one study found the following barriers to successful implementation of PBL: (a) projects were time-consuming, (b) classrooms felt disorderly, (c) teachers could not control the flow of information, (d) it was difficult to balance giving students independence and providing them supports, (e) it was difficult to incorporate technology as a cognitive tool, and (f) authentic assessments were hard to design (Marx, et al., 1997). In addition, the authors found that teachers generally focused on addressing one or two of these challenges at a time and moved back and forth between old habits and new ideas, incorporating the new information gradually and with varied success (Marx, et al., 1994; Marx, et al., 1997). Teachers also may struggle with entrenched beliefs when attempting to implement PBL. For example, it may be challenging to negotiate between giving students opportunities to explore their interests or covering the state standards, allowing students to develop individual answers or providing students with one correct answer, and empowering students to direct their learning or controlling the distribution of expert knowledge (Ladewski, et al., 1991).

In summary, research indicates that PBL: (a) has a positive effect on student content knowledge and the development of skills such as collaboration, critical thinking, and problem solving; (b) benefits students by increasing their motivation and engagement; and (c) is challenging for teachers to implement, leading to the conclusion that teachers need support in order to plan and enact PBL effectively while students need support including help setting up and directing initial inquiry, organizing their time to complete tasks, and integrating technology into projects in meaningful ways (Brush & Saye, 2008; Krajcik, et al., 1998).

#### A.2xv: Research on STEM-focused Instruction

See Section A.2iv for more information.

#### A.2xvi: Differentiation of Instruction

Baxter Academy will adhere to the guidelines outlined by Universal Design for Learning (UDL) (CAST, 2011). These guidelines are based on the principle that all students have strengths and weaknesses whether they carry a label or not. In addition, they are based on the idea that an integrated environment that takes every learner's needs into consideration benefits every learner. For example, a UDL teacher may understand that some learners in their classroom are English Language Learners

(ELLs) and will have difficulty with some of the vocabulary the class will be using in a discussion. That teacher would then provide images to accompany key ideas to help the ELLs follow the conversation. However, though other students can follow the conversation without the use of pictures, the pictures may give them a different perspective that deepens their understanding of the topic. Therefore, the accommodation for a specific group of learners benefits the entire group. As BA will welcome all learners and teach them in an integrated environment, students in the class will benefit from a variety of perspectives, methods of communicating ideas, and ways of interacting with information.

BA's Project-based Learning (PBL) method is ideal for providing instruction to a diverse range of students. As students collaborate with teachers to form the driving questions for their projects, students have the opportunity to study questions that are engaging to them and have practical significance to their lives. Therefore, they will be motivated to contribute to the group according to their strengths and will be willing to take on challenges in pursuit of a meaningful goal. In addition, PBL is a highly collaborative process, which allows students to naturally support each other and take advantage of the potential of the collective rather than asking each individual to perform on their own. Therefore, when students engage in activities they find challenging, they can be confident that others in the group will model the activities for them and provide assistance when necessary for the benefit of the project. Thus students will have natural scaffolding as they work on subject material and/or skills they find challenging.

BA's emphasis on integrating technology into the classroom, specifically the Google Chromebook and Google tools for education, also provides natural differentiation for learners. See Appendix B for more information on these technological tools. Students will be interacting with information through traditional methods that involve reading text and writing formal papers, but they will also be interacting with three-dimensional representations of ideas through Google Sketch-Up, generating and enriching their ideas with the assistance of search engines, and simulating mathematical and engineering processes through Google Math tab. Students will have access to the Google Chrome Web store, where they will have access to a variety of applications to customize their learning experience.

BA will also take advantage of resources such as the Khan Academy, which provides video lectures on a variety of topics. This technology helps individualize instruction for learners by recognizing students learn at different rates and require different amounts of repetition. If students are struggling to understand a concept in class, they can review the topic at their own pace by watching these lectures, pausing

when necessary, and returning to previous sections to hear information again. If needed, BA will also collaborate with ALLTech, an adaptive technology consulting firm, to ensure we meet the needs of students with more severe special needs. Recent technological advances have made it possible to include students in the general classroom who were previously barred from accessing information and participating in classroom activities due to severe physical and mental disabilities. Students can convert speech to text with Dragon Dictation, move a mouse with their head with Camera Mouse, and practice their speech and build their vocabulary with Vocab Ahead. As needs arise, BA will take advantage of other technological resources such as those suggested on the UDL website ([www.udlcenter.org](http://www.udlcenter.org)) to ensure all students have access to necessary information and can participate in classroom activities.

Though the learning environment will naturally support students with special needs, BA will also provide educators and support staff to ensure students' needs are being adequately met in the classroom. The Coordinator, Special Services will write Individualized Education Plans (IEPs), supervise the implementation of IEPs, and monitor students' progress on the IEPs and make any necessary modifications. The Coordinator, Special Services will also provide additional support for students by teaching students who need additional practice in academic or social skills to be able to fully participate in group activities. These small groups will take place on Flex Fridays to minimize disruptions to the classroom. BA will also employ Educational Technicians (Ed Techs) as classroom support staff and educational aids. Ed Techs will provide push-in services, sitting in the classroom with students who need additional support. Ed Techs will help students take advantage of the various learning resources in the classroom and help them practice strategies to ensure students are able to access all information in the classroom.

#### A.2xviii: Professional Development

Baxter Academy is committed to recruiting and developing a highly qualified teaching staff and ensuring our staff is supported as they grow and develop as professionals. We will offer our year one staff one week of Professional Development before the start of the school year, from September 4-8, 2012. These all day professional development sessions will focus on: training staff on Google platform and Google Applications for Education, developing co-planning time both within and outside of the academic schedule.

BA will also provide professional development throughout the year through free online webinars and resources, including our You Tube site, which contains various video tutorials. We have set aside two professional development days during the year in which teachers can receive additional training, assess the program, and make necessary modifications. BA does not

believe in creating late-start or early-dismissal days for professional development, for we believe teachers are entitled to full days rather than a few hours. Therefore BA provides teachers with seven full days of professional development during the summer and throughout the year.

In addition, BA will encourage all teachers to acquire individual memberships with the Association of Computer Technology Educators of Maine (ACTEM), which provides its members with \$400 of professional development each year. BA will also join ACTEM as a school, which will provide all teachers in the school with free access to the annual state-wide conference.

Teachers will be granted release time and some funding for additional professional development as needed. In future years BA will reimburse teachers for institutes and courses they attend at such institutions as the University of Southern Maine.

The Head of School will further ensure the development of our teachers by conducting formal and informal observations throughout the year. Informal observations consist of unannounced walk-throughs lasting 15-20 minutes, followed by feedback for teachers. Formal observations consist of a pre-observation consult, in which teachers and the Head of School

discuss the instructional techniques the Head of School will be evaluating during the lesson and teacher's goals. Then the Head of School will observe the lesson and give formal feedback through a post-observation meeting. For more information, see the Employee Handbook in Appendix C.

#### A.2xix: Co-curricular and Extracurricular programs

Baxter students may participate in sporting activities at their hometown high school since Baxter Academy will focus on the above learning goals rather than channeling resources into physical education or sports teams. As advanced students will be continuously challenged in the classroom using cluster grouping to focus their talents on projects that match their abilities, BA will not have any need for pullout gifted and talented classes or separate AP classes. Student to student and student to faculty collaboration will be at the foundation of instruction and learning, and both students and faculty will be given many opportunities to learn from and share one another's unique interests and skills. Students will also be offered the opportunity to attend classes at the USM Portland Campus. BA will also not have a valedictorian or class ranking system for students.

#### A.3 Special Student Populations

Baxter Academy (BA) will provide equal educational opportunities to students with diverse learning needs. This includes students with disabilities, English Language Learners (ELLs), and gifted students. BA is committed to providing a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE) for students with disabilities. BA will comply with all Special Education mandates as specified in the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and Chapter 101, Maine's Special Education regulations. SA will also comply with Section 504 of the Rehabilitation Act, providing educational accommodations to students with disabilities who are not already served by IDEIA.

#### A.3i: Education Plan for Students with Special Needs

Baxter Academy is committed to providing an educational environment in which all students can learn. The plans for differentiating instruction and providing necessary accommodations have been outlined in Section A.2xvi of this application. BA has described our methods of ensuring students have physical access to all field trips in the section describing students with 504 Plans.

Given that we will initially be admitting 9th and 10th grade students, SA will adhere to current transition plans provided for students with disabilities. Transition plans will be developed in accordance with Special Education regulations in cases where students do not have transition plans. As internships and preparation for professional occupations is also integral to SA's mission, we plan to take advantage of the services of a volunteer life coach. This life coach will provide consultation services and help students' transition from an academic setting to a more professional setting. We also have a strong advisory program (see Section A.2x) to provide transitional services for students.

#### A.3ii: English Language Learners

As the greater Portland area has a high population of immigrant communities, Baxter Academy is committed to providing an educational environment in which English Language Learners (ELLs) have access to all educational concepts during school hours. BA acknowledges that students may be exceptionally brilliant but may not be able to comprehend concepts due to language barriers. SA's plan for accommodating the needs of these individuals is two-fold: we will make concepts accessible to students who do not proficiently understand English while also developing plans to help them develop their English Language skills. While students are working to build their English proficiency, they can take advantage of such as technologies as Google translator to help them understand written text. Teachers will also be representing information in a variety of ways such as with images and models, which provide students with non-language-based methods for learning materials. In addition, as SA's learning

environment is highly collaborative, students can assist each other by representing their ideas in a variety of ways including different wordings of concepts, hand gestures, drawings, etc. The plans for differentiating instruction outlined in Section A.2xvi of this application also apply to the education of ELLs. Portland also has a Multilingual and Multicultural Center, which includes translation services, interpretation services, a multicultural library, and trainings, workshops, and seminars for educational institutions. The University of Southern Maine, Bowdoin College, and Bates College are additional resources available to us to provide us with information and expertise as needed.

With the supports put in place to help ELLs learn in the classroom, it is possible ELLs will begin to build their English proficiency skills without additional assistance. After evaluating the ELL population we receive, BA will determine whether it is necessary to plan special small-group classes to help develop the English proficiency skills to ELL students. If necessary, BA will either hire a staff person certified to work with ELL students or will take advantage of local translation services to ensure these students develop their English language skills.

#### A.3iii: Gifted Students

Baxter Academy will strive to meet the educational needs of all students including those identified as gifted. Gifted students will be served in a variety of ways including cluster grouping in heterogeneous classrooms, weekly meetings with an advanced math and computer science specialist, and extended opportunities for independent, online, and community project based learning.

Most gifted students will be identified prior to enrollment in BA but all students will continue to take the MAP Science Test, in addition to the MAP test for Reading and Math. While enrolled in BA, gifted students will be a part of heterogeneously grouped classrooms Monday through Thursday although they will be grouped by ability within the classroom, a organization model called cluster grouping. Cluster grouping has been shown to enhance the educational opportunities for both gifted and non-gifted students (<http://cell.uindy.edu/docs/PBL%20research%20summary.pdf>.) As part of Flex Fridays gifted students will meet individually with a Math Specialist in order to ensure that they are being continually challenged and served at their ability levels.

All students, including those identified as gifted, will also have ample opportunity to pursue independent study for those courses that may not be offered on the BA campus. Students will work with their advisers to develop goals and standards for these independent studies and if a course of study is approved then credit will be granted for adequate completion of course work. Because BA is fully committed to

online education students will have access to a variety of current virtual courses offered by some of the most respected names in education. Such opportunities include MIT's Open Course Ware (<http://ocw.mit.edu/courses/>) Yale's Open Yale Courses (<http://oyc.yale.edu/>) and The Monterey Institute for Technology and Education's AP Courses ([http://archive.org/details/ap\\_courses/](http://archive.org/details/ap_courses/)) among others.

#### A.3iv: Students with 504 Plans

As 504 plans address the rights of individuals to participate in all aspects of life but do not specifically address educational needs, Baxter Academy has ensured all people with disabilities have access to all areas of the building and all opportunities. In compliance with the Americans with Disability Act, BA is renovating our facilities to provide students with physical disabilities with such accommodations as wide doorways, lifts, ramps, etc. As BA's extracurricular and co-curricular activities encourage students to take advantage of local industries and resources, BA will guarantee all students have the ability to participate in field trips and other expeditions by determining any accessibility issues present at any destination and making the appropriate accommodations. Though much of Maine is incredibly rural and pose accessibility issues, BA is located in the greater Portland area, which is far more urbanized. The city of Portland has stringent accessibility regulations, and we do not anticipate much difficulty surrounding the ability of students to participate in extracurricular and co-curricular activities.

#### A.3v: Identification

Though students are usually identified before they reach the high school level, Baxter Academy acknowledges that students from immigrant communities may not have been identified. As "Child Find" tends to target younger populations, we have implemented the portions of "Child Find" that are appropriate for our purposes.

BA will ensure that students suspected of having Special Educational needs due to disabilities will be evaluated in a timely manner as delineated in Maine Chapter 101. Furthermore, the smaller educational environment provided by BA may allow staff to more quickly identify students with special educational needs, potentially due to disabilities. Thus, BA will provide General Education Interventions to all students in the areas of reading, writing, mathematics, and behavior. This will include screening students for academic and behavioral risk and monitoring student progress for students found to be at risk for academic and behavioral difficulties.

According to standard procedure as outlined by the Individuals with Disabilities Education Act (IDEA), BA's screening process begins with identification by the teachers. All students will be tested with the Northwest Evaluation Assessment (NWEA) for their reading and math levels. If

students scores are concerning (approximately two grades below average), teachers will begin to consider whether these students are candidates for evaluation. They will also evaluate student performance in class, on projects, and on homework assignments to determine whether they need a more Individual Education Plan (IEP). If students show they need additional supports to absorb information and participate in class activities at optimum levels, teachers will recommend these students be evaluated for an IEP. In addition, parents can notice their students are struggling with the work and bring their concerns to teachers for further consideration.

As BA is a small school and does not have the personnel to evaluate students on site, IDEA stipulates that students will be provided with evaluation services through outside sources.

#### A.3vi: IEP Plans

Once a student has been identified as requiring services, IDEA stipulates that a Special Education Team be formed to determine the learning goals for the student. This team will be comprised of the classroom teacher, Coordinator, Special Services, Education Technician (Ed Tech), a parent or legal guardian, the student (if above the age of 14) and any other necessary service providers such as a speech therapist or occupational therapist. As Baxter Academy does not have the resources to to employ such service providers, IDEA guarantees that students will will have been provided with outside service providers as necessary. The student's learning goals will ensure students meet the learning standards required by the Common Core and Maine Learning Results. However, as BA considers these standards to be baseline expectations, the team will also ensure the learning goals reflect the goals of the school.

The team will also consider the supports students to which students will be entitled such as additional supports to be provided to the student including additional time for assignments, adapted or modified assignments, push-in and pullout support personnel, and necessary adaptive technology. The Special Education Team will meet to write the initial IEP, then meet annually to update the learning goals and assess the IEP for efficacy.

#### A.3vii: Progress Monitoring

It is important to note that Baxter Academy does not believe students with IEPs should be held to a lower standard of excellence than students without one. According to IDEA, the purpose of an IEP is to provide students with the supports necessary to enable them to perform at a high level and enable them to participate in all learning activities. If a student is not meeting expectations in the classroom, BA

assumes that the student is not receiving necessary supports, not that the student is incapable of achieving at a high level.

As outlined in A.2.xvi and in Appendix N, the Coordinator, Special Services will be responsible for the implementation of the IEP and the evaluation of its efficacy. Teachers will be an instrumental part of this process, raising concerns if the student is not able to meet learning goals for any reason. Should the IEP prove inadequate, the Coordinator, Special Services can call the Special Education Team together to reevaluate the IEP-stipulated supports and learning goals. If teachers or Ed Techs are not able to provide the supports required by the IEP, the Director of Special Services will either personally mentor them or recommend professional development that will help educators meet the needs of their students.

If a student comes to BA with an existing IEP, BA will provide all the necessary supports and ensure that student's learning goals are met. The process for monitoring these students progress parallels the process for monitoring the progress of students identified through our screening process.

#### A.3viii: Budget

Baxter Academy will receive additional funding to provide an exceptional education for students with special needs. BA will use these funds to provide any additional support staff necessary, adaptive technologies, additional software needs, and any necessary professional development for teachers.

#### A.3ix: Staff

As previously stated, Baxter Academy will employ a Coordinator, Special Services and Education Technologists (Ed Techs). As the student population and needs increase, BA will increase their staff to accommodate the students who attend the school. The Coordinator, Special Services will be highly knowledgeable about current research and best practices for providing education to students with special needs, experienced in writing comprehensive IEPs , experienced in working in special education in Maine public schools, and experienced in mentoring other teachers to ensure they are able to provide students with the necessary supports. The Ed Techs will be highly knowledgeable in strategies to help students learn cope with their disabilities in the classroom setting, sensitive to the academic and socio-emotional needs of students, and skilled at developing modifications and accommodations for students in the classroom. The roles and responsibilities of these staff members are outlined in Section A.2xvi and in Appendix N. A.4 Assessment

#### **A.4i: Approach to Assessment**

Baxter Academy assesses students formally and informally on an ongoing basis, using the results to target subject areas for further instruction and ensure students are receiving an excellent education. BA acknowledges that quantitative data is necessary to ensure students are meeting state-wide standards of excellence and will be able to compete at the college and professional level. However, BA also acknowledges that though quantitative data is useful for ranking students, it is one reflection of a student's specific strengths and weaknesses and should not be regarded as a comprehensive measure of a student's academic abilities. Therefore, BA also emphasizes qualitative data that gives specific information to provide a full picture of who the student is as a learner and as a developing professional. It is important to note that BA will not offer students traditional letter grades. We feel letter grades are a subjective measure of ranking students and distract from learning. When students focus on grades, they can tend to view coursework as a list of required tasks it is necessary to complete in order to earn a good grade. At BA, we would rather students view learning as part of the process of completing meaningful activities that have relevance to their community and their future as a professional in a STEM-related field. In addition, as BA's mission is to prepare students to become successful professionals, we recognize that prospective employers are going to be far more interested in our students' ability to creatively solve problems, collaborate with a group, and communicate their ideas effectively than their ability to achieve a good grade in an academic setting. Therefore we have chosen to evaluate our students in a manner that is relevant to their future work experience.

#### A.4ii: Data Driven Assessments

Baxter Academy will use nationally-recognized formal assessments to both formatively and summatively assess our students. At the 9th grade level, students will be formatively assessed at the beginning of their year with the Measures of Academic Progress (MAP), produced by the Northwest Evaluation Assessment (NWEA). The information from this assessment will be used to identify areas of instruction to target. Students will then take the MAP again at the end of the year to ensure they have made adequate progress and have achieved a sufficient level of content mastery.

At the 10th grade level, students again take the MAP assessment as a formative and summative assessment. They will also take the PSAT as a formative assessment to help teachers determine areas to target for instruction before students compete for a National Merit Scholarship in 11th grade. Students will also take all SAT tests relevant to their coursework to ensure they have made adequate progress and have achieved a sufficient level of content mastery. Students will also have the option of taking the MAP assessment for science.

At the 11th grade level, students will take the SAT as a formative assessment to help teachers determine areas to target for instruction before students take the test in 12th grade to help them gain access into a competitive college. They will also take the PSAT as a summative assessment. In addition, they will take all SAT lis relevant to their coursework to ensure they have made adequate progress and have achieved a sufficient level of content mastery. Students will also have the option of taking the MAP assessment for science.

At the 12th grade level, students will take the SAT as a summative assessment. They will also take all SAT lis relevant to their coursework to ensure they have made adequate progress and have achieved a sufficient level of content mastery. Students will also have the option of taking the MAP assessment for science.

#### A.4iii: Subjective Assessments

All students will meet state-mandated requirements for a high school diploma. A carefully designed assessment system will support student learning and provide evidence that students demonstrate proficiency in the state standards in all eight content areas. When "First Years" (incoming students) enter the school, teachers will have carefully analyzed assessment data from their prior schools, most will have taken the Northwest Evaluation Assessment (NWEA) Measures of Academic Progress(MAP) tests in grade 8 or 9. These are annual nationally normed tests are typically given in math and reading in the fall and spring. This analysis will determine what each student knows and is able to do, creating the basis for the student's initial Learning Plan. The Learning Plan will contain instructional goals (including identifying evidence that will show the goals have been met), course content and instructional strategies. At the close of each semester, students and their parents/guardians will confer with the students' advisor to assess their learning. At these conferences, the student and her/his teachers will present evidence of meeting the targeted standards, identify strengths and areas for improvement and design the next Plan. Evidence will be collected from standardized tests and tools crafted to assess achievement of targeted standards. In the Third Year, students' progress and body of evidence will be audited to ensure that all requirements are on track. Any gaps in learning and skills will be intensively remediated. In addition to standard-specific assessments, all students will take all state-mandated tests, including the SAT in the Third Year.

At the beginning and end of each year, students engage in individual and collective reflection about their own learning, the course offerings, and the school environment, with their teachers and the school community as a whole. It is important to note that data that is qualitative need not be subjective. BA has

developed strict rubrics to ensure students are all being held to a high standard of excellence, and that these standards reflect the standards to which they will be held in college and professional settings.

#### A.4iv: Formative Assessments

See the sections on "Data Driven Assessments," "Subjective Assessments," and "Portfolio Based Assessments" for details about the formative assessments offered by Baxter Academy.

#### A.4v: Portfolio Based Assessments

Every Baxter Academy student will start a Google Sites Digital Portfolio, and the student will be given the domain rights to the URL upon graduation. Students will compile and present their best work in personal digital portfolios. Portfolio based assessments allow students to take charge of their own learning and begin to monitor their own progress based on their individual goals. As students evaluate their work, they see ways in which their understanding has deepened and their skills have improved. They also have the opportunity to recognize ways in which they need to improve in order to complete their next project at a higher *level*. Therefore, students are motivated to work towards learning goals that are meaningful to them and will help them accomplish tasks that directly pertain to their interests and desired career paths.

In addition, students have the chance to practice the skill of presenting their work to an audience. They will be able to justify the decisions they make and hear constructive feedback. Students will gain confidence in their skills as they have the opportunity to watch others appreciate their work. This confidence will help them grow as developing professionals preparing to present their skills to an employer and will also give them the courage to take on new challenges. Students do not have to fear constructive criticism because they know they have something of value to offer to the professional community and understand that they can always collaborate with others to support their weak areas.

As teachers are given autonomy in the projects they assign, they will determine the number of submissions students are required to make into their portfolios *every* semester and will set times for students to choose work to submit. Unless students are involved in elaborate projects that last for extensive periods of time, it is expected that students will make at least three submissions per semester to their portfolio in *every* class. Students will participate in culminating exhibitions at least once a semester in which they present their work to professionals in the community. At least once a year, all students will choose their best project to display in a school-wide project fair. Students will have the opportunity to share their work

with their peers and gain inspiration from the ideas of others in the school community.

See sample portfolio evaluation rubrics in Appendix D.

#### A.4vi: Evaluation of Individual Students

As Baxter Academy has decided not to assign students letter grades, we will take every opportunity to alleviate parents' concerns about their students ability to gain access to a good college. Many highly-regarded institutions, such as Harvard University, New York University, and smaller private colleges, have flexible admissions requirements to take advantage of students who have a less traditional learning experience. For example, students who received a home- based education have gained access to these institutions even though they have never received a letter grade from an academic institution. These schools are far more concerned with students academic accomplishments and extracurricular activities than they are in a subjective measure of achievement such as a letter grade.

As BA provides students with rich opportunities to produce work that demonstrates their ability to creatively analyze information and find solutions to practical problems, our students are demonstrating the academic skills required by these institutions on a daily basis. In addition, SA's extensive electives and ability to provide students with internships gives students access to extracurricular experiences to make the well-rounded individuals with much to contribute to higher-learning settings.

Grading at BA is standards based. Standards are the skills and knowledge all students need in each content area (such as art or science) to earn a diploma. Our standards are based on the Maine Learning Results and national Common Core standards. Students must demonstrate competency in the course standards in order to earn credit in a class.

Students will be evaluated according to the following measures:

- Exceeds the standard: The student's work includes complexity, sophistication, originality, depth, synthesis or application that clearly exceeds what would be expected to meet the standards in this assessment. The work may not be perfect.
- Meets the standard: The student's work fundamentally meets the standard being assessed and the assessment requirements.
- Partially meets the standard: The student has demonstrated a substantive attempt to meet the standards but needs more time or effort to achieve competency.
- Does not meet the standard: The student does not demonstrate understanding or did not attempt the assessment.

See Appendix E for our project-based learning rubric.

#### A.4vii: Evaluation of School Performance

At Baxter Academy, we hold our students to a high standard of excellence. We hold ourselves to that same high standard. As our sole purpose is to prepare our students to receive an excellent college education and have a great career in a STEM-related field, we take a personal interest in the progress of our students. BA students will perform at least one percent higher than state-wide averages on all summative assessments. However, we consider this standard a baseline requirement for measuring our academic success. We will not be satisfied unless our students are successfully solving complex problems and developing future career skills through our elective course offerings. In time, we will also measure success by the number of BA graduates that gain admittance to colleges and universities.

As outlined in previous sections, BA will be constantly assessing student progress and modifying curriculum to target areas of instruction that require further attention. Teachers should always be aware of their students' strengths and weaknesses as they work to provide them with a rigorous education. Therefore, BA does not anticipate being surprised by any concerning results to summative assessments at the end of each academic year. See Appendix F for more details concerning school evaluation standards.

#### A.4viii: Internal and External Assessments

SA's internal assessments are outlined in the "Portfolio Based Assessments," "Evaluation of Individual Students," and "Subjective Assessments" sections. The external assessments we utilize are outlined in the "Data Driven Instruction" section.

#### A.4ix: Promotion Policies and Criteria

Baxter Academy's innovative school model does not approach grade levels in the traditional manner. Students will be required to meet all standards set forth by the Common Core and Maine Learning Results, but they may meet these standards in different grade levels than national and state standards specify. Students will be promoted if they meet expectations for their core classes and meet their personal learning goals. If students fail a core class, they will be required to enroll in summer school to ensure they acquire the necessary content mastery and academic skills to guarantee their success in the following grade.

It is important to note that BA's proactive assessment policy and highly supportive school environment is designed to ensure students do not fail. BA's philosophy is

that when students are not being successful, they are not being provided with the right supports or have inappropriate goals.

Therefore, our teachers' practice of proactively modifying the curriculum and our collaborative learning environment should foster student success. However, BA does acknowledge that some situations are beyond our control. For example, extenuating circumstances such as hospitalization may prevent a student from attending school for a long period of time. We do have summer school in place to accommodate students' needs in such cases. If students do not meet expectations in an elective class, they will either not receive credit for the class or will need to take the class again.

#### A.4x: Assessment and Modification of Academic Program

As previously stated, Baxter Academy teachers are expected to be proactively assessing and modifying the curriculum based on formative assessments. BA has also set aside two professional development days during the school year. Part of these days will be spent evaluating the academic program as a group and making necessary changes. In addition, BA recognizes that unanticipated problems will arise at various times during the year, particularly in the first few years of operation. Our Head of School and Coordinator, Special Services have an open-door policy and will address problems as needs arise.

#### A.5 School Climate and Discipline

##### A.5i: Safe and Supportive School Climate

Students are expected to do a large portion of their learning in collaborative groups. Therefore, establishing a safe and supportive school climate in which all students feel confident contributing to the group, allowing others to support their weaknesses, and taking on new challenges, is essential to Baxter Academy's mission. Section A.1viii of this application outlines the school culture BA will foster. BA will employ a variety of strategies to ensure the core tenants of our culture are adopted by the students. Firstly, our teachers will recognize that the communication skills needed to form successful collaborations and take advantage of the ideas of others in a group need to be taught to students. Students need to be taught how to participate in productive discussions by learning the strategies of turn-taking, building on each others ideas, using respectful language, identifying each other's strengths, and disagreeing with ideas rather than people. At the beginning of the year, teachers will spend time coaching students in the skills they will need to work effectively in groups.

Once students possess these skills, BA anticipates few problems sustaining a safe and supportive school climate. As students learn to listen to each other and recognize each other's strengths, they will develop a genuine respect for their peers. As they become successful in completing exciting and meaningful projects, they will recognize their dependence on others and value their support and collaboration. BA also anticipates that students will come to view their teachers as supportive guides as their teachers provide them with resources and push their thinking without solving their problems for them. Students will respect the superior knowledge and experience of their teachers while also recognizing that they are developing the skills they need to succeed without deferring to the authority traditionally held by a classroom instructor.

#### A.5ii: Student Behavior Philosophy

Baxter Academy acknowledges that students need to be taught how to behave in an appropriate manner. Therefore, BA will start by making sure expectations are clear to all students. Teachers will establish expectations for their classroom and the school-wide code of conduct at the beginning of the year and remind students when necessary. Teachers will also coach students in how to meet these behavioral expectations by providing them with strategies as outlined in the above section. However, BA also acknowledges that factors affect student behavior besides unclear expectations and lack of ability to meet those expectations. Students can behave in inappropriate manners due to a variety of reasons including emotional disorders such as Oppositional Defiance Disorder or traumatic home experiences such as a death in the family. Teachers and other staff will view inappropriate behavior as an indication that there is an underlying issue and will never regard a student as malicious.

If a student exhibits inappropriate behavior due to underlying issues, teachers and the Coordinator, Special Services will work together to determine whether this need can be addressed by BA staff or whether the student is in need of additional services such as a child psychologist. If it is possible the student needs an IEP to stipulate the emotional supports they need to function in a school setting, students will be identified for evaluation. In these cases, BA will follow the processes outlined in Sections A.3v - A.3vii of this application. If evaluation is not deemed necessary, the Coordinator, Special Services will support the classroom teacher in the development of a behavior plan that will help the student overcome their issues and become a productive member of our school.

#### A.5iii: Discipline Policy

The purpose of disciplinary action at Baxter Academy is to ensure that individual students, their parents/guardians and the BA community stay focused on growth

and learning. Prompt resolution of the problem or issues is expected. See Appendix G for BA's full discipline policy.

#### A.5iv: Code of Conduct

BA students, parents/guardians and staff are expected to respect others and support teaching and learning. Anyone engaging in the following forms of offensive behavior may be subject to discipline including the possibility of suspension or expulsion proceedings:

- **Respect for others:** All members of this community are expected to treat one another with respect. This includes how we talk and interact with one another and how we respect each other's property and personal space. Any student who steals from the school, another student, or a staff member will be subject to an expulsion hearing. Willfully causing physical harm to another member of the SA community will lead to an expulsion hearing.
- **Vandalism:** All Students and Staff are urged to treat the building with care and respect. No one is to injure, destroy, deface or trespass on school property. Since we have recently remodeled school and because a clean environment is important to all, vandalism will be dealt with severely. Parents/guardians will be responsible for paying for any damage done to the building by their child. People with any information about damage done to the building or its contents should report it to the Head of School.
- **Drugs, alcohol, and tobacco:** Drugs, alcohol, and smoking are prohibited in the school, on the campus, and at off-campus school functions. Violations can lead to suspension or an expulsion hearing.
  - **Personal electronics:** Cell phones must be off during school hours and stored in backpacks, except during lunch, before and after school hours, or under the direct supervision of a teacher. iPods and all similar electronic devices must be off and stored in backpacks. If it has an on or off switch, it should be turned off for the duration of the school day. Headphones may be used under the authorization of an BA faculty member.
  - **Computer games:** BA provides technology for the educational benefit of members of the community. Playing unauthorized recreational computer games or video games on campus is not allowed.

The following offenses represent grounds for a mandatory suspension and mandatory expulsion proceedings:

- Possession of a weapon (e.g., firearms, knives or explosives).
- Unlawful sale, or offer of any narcotic or controlled substance.

#### A.5v: Bullying and Harassment

Baxter Academy maintains that it is critical that all members of the BA community respect each others' rights, individuality, and differences. Courtesy, tolerance and mutual respect provide the platform for sharing, learning, innovation and personal development. Accordingly, it is the policy of BA to prohibit harassment of any kind, including harassment based on gender, race, color, creed, religion, national origin, age, disability, sexual orientation or of a sexual nature.

BA will implement a strong anti-bullying curriculum as part of an inclusion strategy for all students but especially for those on the autism spectrum. According to the National Institute of Mental Health, up to 25% of adolescents may experience mental, emotional, or behavioral disabilities which may result in social exclusion or isolation. To this end, BA will adhere to Maine LD 1237, An Act to Prevent Bullying and Cyberbullying in Schools. In collaboration with school staff and students, BA will develop policies and procedures to prevent bullying and harassment in school and to proactively intervene when cases of bullying or harassment are found to have occurred. Specifically, BA will draw upon research-based practices and programs including but not limited to those found at [www.stopbullying.gov](http://www.stopbullying.gov). In addition to preventing bullying and harassment, BA is committed to the overarching goal of creating a positive school climate which is often the most effective way to prevent bullying behavior.

BA believes that the most effective anti-bullying curricula create safe environments in which students feel safe discussing ways in which they have been bullied or harassed in the past (Source: New York 1, February 2012). When students share their stories, they can help other victims feel supported as they work to address the situation in a constructive manner. BA will implement curriculum that encourages students to take the lead in making sure students are not victims of bullying or harassment in their school. BA has already outlined ways in which we would encourage a safe and supportive environment (see section "Safe and Supportive Environment"). We will provide open forums to focus on this issue and will encourage students to engage in open discussions and work together to find positive solutions. Students will encourage each other to bring any issues to the attention of a teacher or the Head of School so they can address the issue. Any students victimizing other students will be subject to disciplinary action, as our discipline policy stipulates in Appendix G.

A.5vi: Sustaining a Learning Community that is Emotionally, Physically, and Socially Safe

As stated above, Baxter Academy will not tolerate bullying practices that hinder the

physical or emotional safety of our students. Additional methods used to sustain a safe school climate in which students feel comfortable sharing ideas and taking risks is outlined in the section "Safe and Supportive School Climate."

#### A.5vii: Supporting Academic Growth

Baxter Academy teachers and staff recognize the unique potential of all students and are dedicated to creating an environment in which all students can achieve at high levels. When students are experiencing difficulties, BA teachers and staff creatively evaluate the problem by looking at their instructional practices, the curriculum, and additional student needs rather than blaming the student. This attitude will help students recognize that they will not be blamed for wrong ideas or poor performance but will be supported as they work to improve. Additional methods used to support academic growth are outlined in the section "Safe and Supportive School Climate."

#### A.5viii: Social and Emotional Services

As outlined in previous sections, Baxter Academy's commitment to collaborative learning provides natural social and emotional supports to students. However, we also acknowledge that our school structure could pose some social and emotional challenges for specific learners. For example, students may struggle if they are uncomfortable sharing their ideas with peers, anxious when operating in a highly stimulating environment, and hesitant to participate in environments that lack a rigid structure. Teachers and the Coordinator, Special Services will be aware of these issues and will proactively identify students who may need additional social or emotional support.

In addition, though BA hopes such situations will not occur, we have to recognize that some students may suffer from low self-esteem if they feel they are not able to contribute to their group in a constructive manner or are constantly failing in their endeavors. Naturally, if a student is constantly not meeting expectations in the classroom, BA teachers will consider reasons why including the fact that the student may be focusing on a STEM-related field that is not his strength, or the possibility that the student should be identified as having special needs and given an IEP. However, while teachers are determining the reason for a student's lack of achievement, it is important to remember the social and emotional needs of the student.

#### A.5ix: Identification of Needs and Resources Provided

As a certified special education provider, our Coordinator, Special Services will have the skills necessary to ensure students with mild social and emotional needs are receiving necessary accommodations. Such accommodations could include small group work on Flex Fridays to help speak confidently in front of a group of peers.

When a student requires additional supports such as a child psychologist, the Coordinator, Special Services will follow the processes outlined in Sections A.3v - A.3vii of this application to have the student evaluated for an emotional disorder and given an IEP. If additional training is needed to help the teacher or Coordinator, Special Services provide supports necessary to meet a student's social or emotional needs, professional development will be provided.

Students will also receive social and emotional support from the community in the greater Portland area. One of the benefits of having students work with local professionals is that students have the opportunity to meet different people and experience different environments. Students who may struggle because they find the classroom too stimulating may find they are quite successful when working on a fishing boat in the ocean. Therefore, while this student will be receiving accommodations to make the classroom a more conducive learning environment for him, he can know that there are environments in which he can be a highly successful learner and can begin to develop a sense of his niche in the professional world.

#### A.5x: Family Involvement

Baxter Academy acknowledges the rich support our students' parents and families will provide. As we recruit students, we will reach out to families to help them understand the importance of a STEM-focused education and the potential of their children to achieve at high levels both academically and professionally. We want our students' families to be excited about our mission and vision and to support their students in their academic endeavors. Families will be invited to student presentations at various times throughout the year so they can see their students' progress and honor their accomplishments.

BA is committed to taking advantage of the rich resources available in the community. One such resources is the families of BA students. If family members of BA students are successful professionals in STEM-related fields, BA will invite them to visit the school and discuss their career with interested students. Such parents can also view student presentations and provide the same type of feedback students can expect to receive in the workplace. BA may also ask if these parents are willing to allow BA students to visit their workplaces and possibly intern there for a semester.

#### A.5xi: Satisfaction with School Climate

All key stakeholders, including students, parents, teachers, and other staff will be invited to take an anonymous online survey at the end of every school year. Participants will rate their satisfaction with the school climate and be invited to make suggestions for climate improvement. Naturally, the Head of School will welcome feedback on the school culture at any time so he can immediately address any concerns.

#### A.5xii: Emergency Response

Baxter Academy is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, the School Board has asked for a thorough review of BA emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human caused disasters.

The School Emergency and Crisis Response Plan detailed in Appendix H is the official policy of BA. It is a result of a comprehensive review and update of school policies in the context of its location in Portland, Maine and in the current world situation. We support its recommendations and commit the school's resources to ongoing training, exercises, and maintenance required to keep it current. This plan is a blueprint that relies on the commitment and expertise of individuals within and outside of the school community. Furthermore, clear communication with emergency management officials and ongoing monitoring of emergency management practices and advisories is essential.

#### A.5xiii: Compliance with Applicable Laws

Baxter Academy's anti-bullying policy is in compliance with Maine LD 1237. Our crisis management plan is in compliance with Statute Title 20-A 1001.16. Our policies for supporting students with social and emotional needs is in compliance with IDEA and MSRA 05-071 Chapter 101.

## B. Organizational and Operational Plan

### B.1 School Calendar and Daily Schedule

#### B.1i: School Calendar

See Appendix I for Baxter Academy's School Calendar.

B.1ii: Sample Daily Class Schedule See Appendix J for Baxter Academy's Daily Class Schedule.

B.1iii: School Closing Procedures Baxter Academy will follow the decisions made by the Portland Public Schools about when it is appropriate to close due to unsafe conditions. As with Portland Public Schools, school closing decisions generally are made by 5:30a.m. They are announced on the school website and on local radio and television stations. Should conditions become unsafe after students have arrived at school, BA may dismiss students early and contact parents through personal phone calls.

### B.2 Student Recruitment and Enrollment

#### B.2i: Grades Served; Minimum and Maximum Enrollment

#### (Exhibit B)

Projected Enrollment Table						
Grades	Ages	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
9	14-15	87	80	80	80	80
10	15-16	43	87	80	80	80
11	16-17		43	87	80	80
12	17-18			43	87	80
<b>TOTAL</b>		<b>130</b>	<b>210</b>	<b>290</b>	<b>327</b>	<b>320</b>

#### B.2ii: Student Recruitment and Enrollment

Baxter Academy will recruit students by advertising on our website ([www.baxter-academy.org](http://www.baxter-academy.org)) and on our Facebook page. We will submit press releases to local newspapers and appear on television and radio shows. In addition, we will place posters in public libraries and community centers.

In order to ensure parents from non-English-speaking nations have the opportunity to become aware of BA and enroll their child if they so desire, all posters will state that we offer translation services into Spanish, Japanese, Serbian, Vietnamese, Somali, Arabic, Acholi, and Khmer. Should a parent who speaks any of these languages request any information about BA or want help filling out the application,

BA will refer them to the Portland Public Schools Multilingual and Multicultural Center for translation services.

### **Lottery Procedures**

Enrollment in Baxter Academy is open to all students who are residents of the state of Maine. However, due to regulatory caps, BA may only accept 10% of any School Administrative Unit's (SAU) student population per grade level in a SAU with more than 500 students, and 5% of any SAU student population per grade level in a SAU with fewer than 500 students. We will not limit enrollment based on student's race, color, religion, national origin, language spoken, intellectual or athletic ability. To ensure that children in Maine receive fair and equitable opportunities to enroll in and attend public charter schools, in the event that we receive more applicants than available spots in our school, we will hold a lottery to determine which students may enroll.

During year one, BA will have 130 available spots, and we expect to have - 87 students in 9th grade and 43 students in 10th grade. The following years, BA will always have 80 spots available for students in 9th grade and will advertise open spots as they become available during the school year on website and local print media sources. BA will not accept new students in 12th grade, and transfer students in 11th grade will not be accepted after the first month in the school year. If there are spots available, transfer students will be accepted into 9th and 10th grades before January 1st of the academic year. As BA students will form a close and highly collaborative community, transfer students will not be accepted in 2nd half of the school year, for we feel they will not have the time to learn how to assimilate into BA's learning environment in enough time to ensure they make sufficient academic progress by the end of the year.

The enrollment process will begin January 1 and close March 1. If necessary, BA will hold a lottery in early March. Families will be notified by email if available, or by phone if they do not have an email address. Students who do not gain admittance through the lottery process will be placed on BA's waitlist. The order of placement of students on the waitlist will also be determined by the lottery process. If a spot becomes available, the families of the first student on the waitlist will be notified by email within 5 school days.

BA will grant enrollment preference for siblings of students enrolled in the school. We will also give enrollment preference to children of school employees, board members, and school founders and founding teachers, as long as these students comprise no more than 10% of the student population.

**B.2iii: Explanation and Evidence to Support Enrollment Projections**

Baxter Academy is located in the greater Portland area and anticipates that the majority of our students will come from a 25 mile radius. Approximately 11% of people in the greater Portland area were born in foreign countries and approximately 14.1% speak a language other than English in their homes. Approximately 15% have special needs. The area also contains approximately 2500 students participating in home-based education. Local high schools have approximately 45% of their students receiving free or reduced lunch, 15% of their students receiving special education services, and 20% of their students labeled as English Language Learners. BA anticipates our student population will reflect the community demographic information.

Public school enrollment in schools within a 25 mile radius of BA for students in 9th grade has reached approximately 4000 students in over 50 schools. Out of that number, BA feels it is reasonable to anticipate that at least 80 students per grade level will be interested in a STEM- focused education. At the present time, BA has received requests for applications from 45 parents and has received interest from approximately 50 families during parent/student information sessions

**B.3 Staffing and Human Resources**

**B.3i: Staffing Chart**

See Appendix L for Baxter Academy's Staffing Chart.

**B.3ii: Staffing Plan**

For the 2013 - 2014 school year Baxter Academy for Technology and Science (BA) will have a student population of between 117 and 143 students, and will employ the following staff:

- Executive Director
- Head of School
- Interim Chief Operating Officer/Community Outreach Coordinator

Freshman teachers:

- Science
- Math
- English Language Arts
- History

Sophomore teachers:

- English Language Arts/History
- Math/Science

Bridge teachers:

- 1 Engineering Teacher
- 1 Art Teacher
- 1 Foreign Language Teacher
- 1 Special Education Teacher
- 1 Education Technician
- 2 Administrative Assistants
- Receptionist

Other contractual services will need to be met with either a partnership with a local existing school district, Portland, South Portland, Scarborough, Falmouth or Westbrook, or contracts with outside providers.

Services met by non-BA staff will include speech therapy, occupational therapy, social worker, health and fitness instruction, medical services, food services, transportation, bookkeeping and payroll.

For the 2014-2015 school year BA will have a student population of 210, and employ the following staff:

- Executive Director
- Head of School
- Community Outreach Coordinator
- 3 Science Teachers
- 3 Math Teachers
- 3 English Teachers
- 3 Humanities Teachers
- 1 Art Teacher
- 2 Foreign Language Teachers
- 2 Special Education Teachers
- 1 Engineering Teacher
- 2 Education Technicians
- 1 Administrative Assistant

For the 2015-2016 school year BA will have a student population of 290, Baxter Academy will employ the following staff:

- Executive Director

- Head of School
- Community Outreach Coordinator
- Director of Student Services
- 4 Science Teachers
- 4 Math Teachers
- 3 English Teachers
- 3 Humanities Teachers
- 2 Art Teachers
- 2 Foreign Language Teachers
- 3 Special Education Teachers
- 4 Education Technicians
- 2 Administrative Assistants

### **B.3iii: Plan for Recruitment and Development of School Leadership and Staff**

A description of the current status of faculty hiring is attached as Appendix LL.

Baxter Academy is interested in attracting highly-qualified leaders and staff with a strong background in their field and in education. We are also looking for staff who can collaborate with others and will promote a positive learning environment in the school. They also need to adhere strongly to BA's mission and vision.

In order to find such candidates, BA has advertised at the Harvard Graduate School of Education, on the Association of Computer Technology Educators of Maine (ACTEM) listserv and the Serving Schools website ([www.servingschools.com](http://www.servingschools.com)), and through word of mouth and networking. A description of the current status of faculty hiring is attached as Appendix LL.

BA is committed to supporting and developing its staff through ongoing professional development. Such support will include release time and funds for professional development, access to free professional development opportunities, and support from others in the school who have strengths in specific areas. For more details about our plans for professional development, see Section B.2xviii.

### **B.3iv: How the Plan Supports Sound Operation and Successful Implementation of the School's Educational Program**

Baxter Academy has taken great care to ensure our directors are highly-qualified and able to fulfill all job requirements. As financial mismanagement is always a concern

with charter schools, we have developed a sound budget and will make sure the Executive Director and Head of School possess financial skills and will work together with the Board to ensure financial issues are taken care of and do not interfere with classroom instruction. We have outlined a clear organizational structure to prevent confusion regarding which positions are responsible for which tasks. We have also created a clear hierarchy, ensuring all personnel are clear about the identity of their superiors and the people they are expected to manage. In addition, BA acknowledges that leaders need to be able to do more than the technical aspects of their job. They need to possess strong interpersonal skills and be able to relate well with others on their team. Therefore, we will also make sure our leadership staff possess the skills necessary them to collaborate with others and create a positive school environment.

BA strongly believes that the most important factors that *govern* the successful implementation of a school's educational program are the hiring of highly-qualified teachers and granting them the freedom from administrative micromanagement that could restrict their ability to do an excellent job. BA has also taken pains to ensure the school culture is positive and collaborative. Teachers should feel supported as they work and should feel comfortable asking for additional resources or assistance when needed.

### **B.3v: Instructional Skills, Experience, and Professional Development Needed by Teachers**

The Executive Director will need to hold a Master's degree and have at least 10 years experience in public or private education. They will be responsible for overall operations, asset protection, and marketing/public relations for Baxter Academies of Maine. They will need to be able to oversee accounting functions, handle all aspects of human resource management, interact with governmental agencies, manage grants and contracts, assist in the development of long-term organizational goals and objectives, and analyze and evaluate vendor services. Therefore, they will have to possess strong managerial skills including the ability to organize and delegate effectively and will need strong interpersonal skills to ensure they can effectively handle employee issues. They will need to understand business organizations and possess strong business skills. In addition, the Executive Director must possess current knowledge of available educational technologies and be able to encourage his staff to implement these advances in their work. They should strongly adhere to the school mission and vision.

The Director of Special Services will need to have a Bachelor's degree in special education and at least three years experience working in special education in Maine Public Schools. BA would prefer the Director of Special Services hold a Master's of Education. They will need to possess an Administrator of Special Education Certificate 30 or a willingness to complete certification

within three years. They will need to be familiar with the evaluation process, be able to write and implement IEPs, and be able to implement 504 plans. They will be expected to work collaboratively with the Head of School and classroom teachers, which means he must possess strong interpersonal skills and be able to handle conflict effectively. They must be detail-oriented, as they will need to keep track of student goals and accommodations and monitor student progress. As they will be working with students who need additional support, they will need to be sensitive to their emotional needs and able to motivate students to reach their full potential. As the school requires students to communicate with each other on a regular basis, the Director of Special Services will also need to be able to coach students to help them develop their social skills. As BA is a STEM-focused high school, the Director of Special Services must be familiar with educational technology and be comfortable implementing technological resources in his educational programs. They should strongly adhere to the school mission and vision.

Head of School will need a Bachelor's degree in education and a Master's degree in an education-related field, preferably in educational administration. They will need at least five years experience as a classroom teacher, at least three years experience as a secondary principal or head of school. They will also need a Main School Administrative Certification or be willing to obtain one within three years. They will need to understand current research surrounding the development of effective school programs and effective instructional strategies for students of varied abilities. In addition, they will need to understand pertinent federal, state, and board laws, policies, rules, and regulations regarding school administration. As he will be overseeing all classroom teachers, he will need to be able to manage, supervise, and train teachers and evaluate their performance. He will also be in charge of student discipline and will need to be able to enforce BA's disciplinary policies. As the Head of School is partially responsible for budgetary decisions, they will need to be able to collaborate with other school directors when preparing and administering the budget. He must be familiar with educational technology and be comfortable encouraging his staff to implement appropriate technologies in their work. They should strongly adhere to the school mission and vision.

Classroom teachers will need a minimum of a Bachelor's degree in a related field and a strong online record of innovative and challenging in the public or private school setting for at least 2 years. BA would prefer classroom teachers hold a Master's degree. If teachers are not already certified, they need to be willing to obtain a Maine teaching certification within three years.

These teachers will need to possess strong content knowledge in their subject matter and be able to communicate ideas to a diverse group of students. They need to be

able to develop projects that push students to achieve high levels of excellence while meeting the required educational standards. Therefore, they will need to be familiar with problem-based learning models and be able to align their curriculum with the Common Core and Maine Learning Results. In addition, they will need to understand the skills necessary to function in collaborative groups and be able to coach students in these skills. Classroom teachers will need to monitor student progress and make any necessary changes to the curriculum. If a student is not meeting expectations, they are expected to refer that student to the Director of Special Services for possible evaluation. They must be familiar with educational technology and be comfortable implementing technological resources in their educational programs. They should strongly adhere to the school mission and vision.

Education Technicians (Ed Techs) will need to have completed at least two years of their Bachelor's degree in an education-related field and have previous experience working in special education in Maine public schools at the middle or high school level. BA would prefer Ed Techs to have completed their Bachelor's degree. As Ed Techs will be performing push-in services, these individuals will need to know strategies for helping students function in the regular classroom and be able to assist students in the implementation of these strategies. They should feel comfortable working with students in small groups and collaborating with the classroom teacher to ensure students are able to participate in all classroom activities. They must be sensitive to students' social and emotional needs and be able to motivate students to reach their full potential. Ed Techs must be familiar with educational technology and be comfortable assisting students with assignments that involve technological resources. They should strongly adhere to the school mission and vision.

Administrative Assistant will need to have completed at least two years of a Bachelor's degree, though it is preferred that they hold a Bachelor's degree. They will need to possess strong interpersonal skills as she will be expected to interact in a respectful manner with students, staff, parents, and community members. They will need to possess strong organizational skills, as she will maintain schedules maintenance logs, transcripts, etc. They should be familiar with innovative technology designed to help her keep track of responsibilities and should strongly adhere to the school mission and vision.

BA's goal is to hire qualified candidates and give them the autonomy necessary to do an excellent job. However, we recognize our employees will need professional development to keep up-to-date on current research and practice and to develop any of their weak areas. BA will provide a week of school-wide professional development during the summer and two full days during the year to address the continued development of their employees. As we emphasize the

use of innovative technology, we anticipate using many of these days to address this topic, including training in the use of Google applications and attendance of annual the Association of Computer Technology Educators of Maine (ACTEM) conference. Should teachers need additional training in other areas, such as special education topics, we have set aside release time and some funds for additional professional development.

### **B.3vi: Performance Evaluation Plans**

The performance evaluations for the administrative staff will be done by the Executive Director. The administrative team will set professional goals in the beginning of the year in collaboration with the Executive Director. There will be quarterly reviews in which the Executive Director checks their progress on these goals to determine any unanticipated challenges and address unforeseen issues. Administrative personnel will have the opportunity to revise their goals or request additional training or professional development. There will be a formal performance review at the end of the year in which the Executive Director evaluates their performance and makes formal recommendations.

The performance evaluations for the administrative assistant will be done by the Head of School. The administrative assistant will set professional goals in the beginning of the year in collaboration with the Head of School. There will be quarterly reviews in which the Head of School checks his progress on these goals to determine any unanticipated challenges and address unforeseen issues. The administrative assistant will have the opportunity to revise his goals or request additional training or professional development. There will be a formal performance review at the end of the year in which the Head of School evaluates his performance and makes formal recommendations.

The performance evaluations for teachers outlined in Section A.2xviii.

### **B.3vii: Plan for Teacher Recruitment and Retention**

Baxter Academy is interested in attracting highly-qualified applicants with a history of promoting academic excellence in the classroom. We are also looking for teachers who can collaborate with their peers and administration and will promote a positive learning environment in the school. Teachers need to be familiar with project-based learning and the use of technology in the classroom particularly Google educational tools. They also need to adhere strongly to SA's mission and vision.

In order to find such candidates, BA has been advertising at the Harvard Graduate School

of Education, on the Association of Computer Technology Educators of Maine (ACTEM) listserv, and through word of mouth and networking. SA's founder has an extensive teacher network and has been receiving referrals from colleagues and friends. In addition, BA has been advertising on the Serving Schools website ([www.servingschools.com](http://www.servingschools.com)).

As BA will work very hard to recruit and retain the highest quality teachers we plan to maintain a high teacher retention rate. We will pay our teachers a competitive wage, including financial incentives for recognition of exemplary work, and will provide a supportive environment that allows them the ability to develop as a professional. BA will respect their work and honor their contributions to the school. There will be weekly staff meetings in which teachers have the opportunity to share their opinions and share their concerns. In addition, the administration has an open-door policy and will ensure teachers feel comfortable coming to them with concerns. We offer them an exciting learning environment in which they have the opportunity to work with cutting-edge technology and work with their students to develop exciting projects. Their work will be meaningful and they will fill satisfied that they are filling a need in the lives of their students and in the community. The school will also be adequately maintained and supplied so teachers will not feel obligated to spend their personal funds for these needs. In future, BA will implement a teacher mentor program to give experienced teachers the chance to expand their roles by taking on a mentor position and give inexperienced teachers additional support.

### **B.3viii: Employee Handbook**

See Appendix C for Baxter Academy's Employee Handbook.

### **B.3ix: Expectations for Parent Involvement**

Baxter Academy strongly believes parental involvement is crucial to student success and will work to create an environment in which parents feel comfortable collaborating with teachers and administrators about their student's progress. We will hold an open house at the beginning of the year to introduce the parents to the school and make clear parental expectations. Parents will be given an advisor who will be their primary contact when monitoring their student's work. Parents will be encouraged to monitor their student's progress by checking grades online, checking information about assignments provided on teachers' websites, and by staying in regular communication with teachers through email correspondence. Parents will also have access to their student's online portfolios.

The school website will have a parent page with important information such as important dates and school events. Teachers will also regularly update their Google calendars and make this information accessible to parents.

Baxter Academy will organize a Parent/Teacher Association (PTA). The PTA will elect a parent representative to the governing board for a one-year term. The Head of School will attend PTA meetings and coordinate parental involvement including but not limited to:

- Help with the advisory program
- Field trips
- Special projects related to science fairs, book fairs
- After school and evening activities in the school

#### **B.4 Pre-Opening Plan**

##### **B.4i: Key Tasks**

- Monitor enrollments and notify SAUs of those enrollments
- Notify Bangor Savings Bank about employee payroll
- Notify insurance company about employee health benefits
- Pre-opening professional development
- Conduct interviews
- Issue contracts and complete paperwork for employment
- Order furniture and furnish the classrooms
- Order educational supplies
- Order technological equipment
- Install computer network
- Develop and refine instructional design and staff development

##### **B.4ii: Schedule for Initiation, Development, and Completion of Tasks**

*Now Exhibit C of Charter Contract*

##### **B.4iii: Primary Responsibilities of Individuals or Positions**

- The Executive Director will monitor enrollment and the notification of SAUs regarding enrollment numbers. He will work with the building owner to monitor progress of renovations, conduct interviews, and issue contracts. In addition, he will notify Bangor Savings Bank about payroll and notify insurance companies about employee health benefits. He will be responsible for overseeing technology purchases and ordering. He will supervise the computer network installation and equipping of classrooms with necessary technology.

- The Head of School will be responsible for pre-opening professional development and overseeing curriculum development. She will conduct interviews, order and furnish the classrooms, and order educational supplies.
- Teachers are responsible to develop curriculum and provide the Head of School with lists of requested materials.

#### **B.4iv: Anticipated Resource Needs**

- Tables
- Chairs
- Desks
- Laptops (Google Chromebooks)
- LCD projectors
- Promethian and/or Eno boards
- Desktop computers
- Monitors
- Keyboards
- Speakers
- Art supplies
- Saws and drill presses for the engineering lab
- Robotics kits
- Office supplies
- Printers
- Copiers
- Books
- School Supplies

#### **B.5 Management and Operation**

##### **B.5i: Organizational Structure of the School**

See Staffing Chart in Appendix L. B.Sii: Day-to-Day Operation

Baxter Academy will look fairly traditional on a day-to-day basis. On a daily basis, teachers will be facilitating lessons and monitoring student progress. Many lessons will take place in the classroom setting; others will take place in different locations in the community as students take field trips to different locations.

The Executive director will typically spend his time working on building partnerships with local

STEM businesses, universities, and scientific institutions. He will also be signing mentorship agreements for placing interns, developing marketing materials, and handling all public relations issues. In addition, he will be managing the administrative team and evaluating their performance. As he will be serving as transportation director, he will handle transportation issues. As he oversees all operations in the school, he will be handling any contracts with outside service providers such as occupational therapists, speech therapists, consultants, food service providers, and transportation providers.

The Head of School will be managing teachers by monitoring their performance and keeping track of their progress on their goals, handling all concerns, and calling substitutes when needed. She will also manage all student discipline problems, coordinate all outside trips, and manage the school calendar for Flex Fridays, guest speakers, and field trips. She will also enter pertinent data into the SIS.

The Director of Special Services will typically check in with students and teachers to ensure they are making adequate progress. He will address teachers' concerns surrounding the appropriate education of students with special education in their classroom and will coach them when necessary. He will assess students to determine whether they require an evaluation or whether they could benefit from small group instruction with him on Flex Fridays.

The Education Technicians will typically sit in the classrooms with students who require additional assistance to fully benefit from the classroom experience. They will determine which strategies which would be effective and work with students to implement them. They will monitor student progress and bring any concerns to the Director of Special Services.

The Administrative Assistant will typically interact with parents, students, and staff, ensuring everyone knows how to find the information they need. She will also manage schedules. She will also enter pertinent data into the SIS.

#### **B.5iii: Management Roles Responsibilities of Key Administrators**

- Instructional leadership - Head of School, Director of Special Services, Director of Instructional Technology
- Curriculum development and implementation - classroom teachers with the assistance of Head of School, Director of Special Services, Director of Instructional Technology
- Personnel decisions - Executive Director, Head of School
- Budgeting and financial management - Executive Director, Head of School

- Facilities management- Executive Director, Director of Instructional Technology (as issues pertain to technology in the facilities), Administrative Assistant
- Legal compliance - Executive Director, Director of Special Services, Head of School
- Special staffing needs- Executive Director

See job descriptions in Appendix N. See the necessary skills these positions must possess in Section B.3v.

#### **B.Siv: Background Information of School Leadership and Management Team**

##### **Carl Stasio, Jr. — Executive Director**

Mr. Stasio was headmaster at Thornton Academy for 26 years. Under his leadership, Thornton Academy grew from 840 to 1,400 students while adding a middle-school program and an international boarding program. Since 1975, Mr. Stasio has served on international and domestic school-evaluation teams for more than thirty schools worldwide through his association with the New England Association of Schools and Colleges.

##### **Michele LaForge — Head of School**

For the past six years, Ms. LaForge has been chair of the math department at Freeport High School, where she has taught math since 2003 and has served on the school’s leadership teams since 2005. She chaired the NEASC Instruction committee for the school’s accreditation and is the Student Tech Team advisor as well as being a member of the National Honor Society Selection Committee, among other committees. Before becoming a teacher, she worked in academic publishing at Princeton University Press and Oxford University Press, where she acquired physics and chemistry manuscripts for worldwide publication. Ms. LaForge has a dual B.A. degree in Russian and Mathematics from the University of New Hampshire and an M.A. in Slavic Languages and Literature from Northwestern University.

##### **Adam Burk — Interim Chief Operating Officer**

Adam is the founder of Treehouse Institute and Director of TEDxDirigo. He has an M.A. in Education from Goddard College.

#### **B.Sv: Partnerships and Contractual Relations**

As previously stated, building partnerships with local STEM businesses and educational institutions such as universities and centers is central to our mission

and vision. For a full list of partnerships we have already cultivated or intend to cultivate, see Section A.1iii. As BA is committed to ensuring all the needs of students are met, we will form contractual relationships with any outside services our students require as needed. These contractual relationships will include but not be limited to speech therapists, child psychologists, and occupational therapists. In addition, in the future we will be looking to foster contractual relationships with local professionals in STEM-related fields who will be able to introduce our students to different aspects of STEM business. For year one, we have already secured a volunteer life coach who will guide students as they begin to think about their future careers.

### **B.6i: Nature of Potential Community Partnerships**

As part of Baxter Academy's mission is to prepare students to enter STEM-related professions. Therefore, we are committed to providing students with internships in various local institutions and businesses when students are in 11th grade. Our partnerships with local community organizations are crucial, for we expect these organizations to provide our students with internship positions and mentor them as they develop their professional skills.

In addition, as BA focuses on project-based learning, many projects students complete in all grade levels could require them to work at various local STEM sites to conduct research, develop ideas, or collect data. Therefore, BA will depend on partnerships with local institutions and businesses to allow students to make site visits and interact with various professionals. When applicable, students will then present their completed projects to these professionals and receive feedback similar to the feedback they would receive once they join the professional scene. The relationships students build with local professionals will help them understand the value of their work to the greater community and motivate them by showing them the practical application of the material they learn. These partnerships will not only benefit the school, but will also benefit the community. Naturally, as organizations provide our students with unpaid internships, they have the ability to train a potential employee while also taking advantage of the high-quality work we expect our students to produce. As the greater Portland area in general has a great need for workers in STEM-related fields, professionals can become a part of developing the future workforce of their community for the benefit of the entire city.

### **B.6ii: Specific Organizations**

Baxter Academy plans to cultivate partnerships with at least 20 of the following organizations.

- Gulf of Maine Research Institute
- Darling Marine Center

- Marine Science Center at the University of New England
- Bowdoin College
- Bates College
- University of Southern Maine
- Southern Maine Community College
- University of New England
- Colby Company Engineering
- Anthem Insurance Company
- Becker Structural Engineers, Inc.
- CWS Architects
- The Delorme Company
- E2Tech
- East Brown Cow Management, Inc.
- Fairchild Semiconductor
- Fairpoint Communications
- Fluid Imaging Technologies
- Hamilton Marine
- Hannaford Brothers Company
- Harriman Associates
- Idexx Labs
- Image Works
- InfoSpectrum
- J.B.Brown & Sons
- Jackson Laboratory
- Kepware
- L. L. Bean Inc.
- Learning Works
- Magellan Petroleum Corporation
- Maine Health
- Maine Medical Center
- Martin's Point Health Care
- National Semiconductor
- Ocean Renewable Power Company
- PDT Architects
- Port City Architecture
- Portland Montreal Pipe Line

- Redhouse Architects
- Reliable Networks
- Richard Renner Architects
- Scott Simons Architects
- SMRT
- Stephen Blatt Architects
- Synergent
- Time Warner Cable
- TTI-Architects
- United Health Group
- Van Dam Architecture and Design
- WBRC Architects-Engineers
- Whitten Architects
- Wright Express
- Wright-Ryan Construction

**B.6iii: Steps Already Taken**

Baxter Academy has begun a dialogue with these organizations and has secured an informal spoken agreement with Colby Company. We will formalize all agreements and issue Memorandums of Agreement to all participating organizations for year one. It is important to note that as BA does not provide students with internships until 11th grade, we will not be providing any internships in year one. Therefore we will have the luxury of spending our first year building relationships with many of these organizations on a more informal basis before formalizing our agreements. This year will give these organizations a chance to become familiar with the mission and vision of the school and become excited about the benefits of partnership.

**B.6iv: Evidence of Community Support**

BA has benefited already from support from superintendents in neighboring districts to its enrolled students and their families. A group of students raised over \$8,000 in ten days, and more than fifty parents have joined its very vibrant Volunteer Organization. Executive Director Carl Stasio, building on his long and revered work in Maine education, will continue to build bridges to the greater educational community and the broader population of Maine families, business leaders, and governmental leaders.

## **C. Governance**

### **C.1 Governing Body**

#### **C.1.i: Entity that Will Hold the Charter and Be Responsible for Governing the School**

The nonprofit organization established to manage Baxter Academy is Baxter Academies of Maine, a 501(c)(3) organization. For documentation of the entity's legal status including Articles of Incorporation, By-laws and documentation of legal not-for-profit status, see Appendix 0.

#### **C.1.ii: Brief Description of the Organization**

Baxter Academy for Technology & Science (BA) believes in the power and potential of collaboration. We believe that governance decisions emerge from the commitment of students, teachers, staff, parents, and administrators to work together. We believe our school has a responsive and nurturing environment where students and adults engage in democratic processes that impact education. We believe in empowering students with decision-making responsibilities and entrusting adults with modeling respectful exchanges of wide-ranging viewpoints. We believe that best decisions are made when the people who will be responsible for implementing them have a voice in those decisions.

#### **C.1.iii: Stakeholder participation in Organizational decisions (to replace Vision Keepers)**

All stakeholders: Students, parents, community members, partners, have an opportunity to contribute to Baxter Academy as the school enacts its mission and vision and engages in related decision-making. As needed, each of these stakeholders may propose policies or changes to policies at BA by contacting the appropriate governance representatives and submitting their proposal in writing. Similarly, governance bodies will reach out to solicit feedback from stakeholders as appropriate to ensure policy decisions are informed from a variety of perspectives and will have a high probability of adding value to the operation and health of the school organization.

Formal participation in school decision-making will be facilitated by participation in various spokes to our governance team hub, which is comprised of our Board of Directors, Executive Directors, Head of School, and Operations Office. These spokes include:

- Advisory board. Parents and Community members complement the capacity of the formal Governance team by bringing specific skill sets and outlooks to contribute to decision-making and the ongoing formulation and enactment of strategies that contribute to strengthening the organization. The Advisory board communication

process is both ongoing, informal, and fluid and structured by a minimum of two annual gatherings with the Governance team.

- Volunteers. Parents, Community members, Teachers, Staff, and Students are all encouraged to volunteer for the school in both an ongoing (e.g., parent outreach, student recruitment, fundraising) and needs-based (e.g., event organizing, chaperoning field trips, contributing to Flex Fridays) basis.
- Student governance. Students will be encouraged to construct, with facilitation by faculty and school leaders, a governance body that will formally participate in school policy-making and general enhancement of the educational experience. There are a variety of successful models for guiding student participation in this manner, with each having some degree of facilitation by a school faculty/staff member, allowing for fair representation of students at within each school cohort, and having clear protocols for decision-making and communication. As the 2013 - 2014 academic year commences, our leadership team will present several models to the student body, solicit feedback, and begin to organize students and processes accordingly. As with our general philosophy, we feel student engagement throughout the decision-making process to organize and construct this body of leaders will not only provide outstanding learning opportunities, but will also increase the probability that this group will have a high degree of interest and impact.

## **C.2 Governing Board Composition**

### **Baxter Academies of Maine - Officers**

Kelli Pryor, Chair and President

Allison Crean Davis, Vice Chair

Peter Morrison, Secretary

Peter Montano, Treasurer

The officers are also members of the Board of Directors. Their biographical summaries follow in Section C.2 and their resumes are in Appendix Q of the Application.

### **C.2i: Members of Governing Board**

Leonard Cole – Serving on the Board of Directors, Mr. Cole is an attorney specializing in nonprofits and tax law. He provides legal counsel to nonprofits in a wide variety of matters with emphasis on corporate, fiduciary, and tax law applicable to nonprofit organizations. Prior to forming Cole Nonprofits Law LLC in 2012, Len was the principal nonprofits-law attorney at Preti

Flaherty LLP in Portland. Len grew up in Georgia, attended Berklee College of Music in Boston, then played drums for a living for several years. He then joined the Berklee staff as an admissions counselor, where he managed the college's alumni recruitment program. Upon graduating from Duke Law School in 1999, Len began practicing law as a tax associate with a national firm in New York, and then advised nonprofit organizations extensively at firms in New York and Boston. Before moving to Portland in 2008, Len practiced tax law at Goodwin Procter LLP in Boston, where he focused on private equity funds and corporate mergers and acquisitions. Len lives in Portland with his wife and two sons (ages 6 and 8). He serves as a director and Secretary of the Maine Association of Nonprofits (MANP) and Chairman of the Board of The Iris Network. Len is a frequent speaker and consults with MANP on various legal issues and policy initiatives.

Dr. Allison Crean Davis – Vice Chair – Dr. Crean Davis earned her B.A. in both Psychology and Spanish from Lafayette College, where she was awarded the Frank Kline Baker Prize in Spanish, and her Ph.D. in Psychology from the Institute of Psychology, Illinois Institute of Technology, where she specialized in child/developmental psychology. Dr. Crean Davis has a diverse background as a consultant, researcher, evaluator, and practitioner in education. She brings vast experience working with educators, policymakers, and funders at the national, state, district, and local school levels and across the continuum of pre-K to postsecondary institutions and has served on the boards for the Center for Research and Service at the Illinois Institute of Technology and Woodside School in Concord, New Hampshire.

Dr. Crean Davis is co-founder of New Legacy Partnerships, an education consulting firm whose clients include The Wallace Foundation, The Center on Innovations in Learning at Temple University, Reading Partners, The Tampa Bay Education Partnership, University of South Florida, and TCC Group. She is also an evaluator and advisor to the Virginia STEAM Academy, a public, residential high school focusing on developing leaders in science, technology, engineering, and applied mathematics. She previously founded and led Informed Educators Consulting Group, during which time she worked with the Bureau of Indian Education, Florida and the Islands Regional Comprehensive Center, the New England Regional Comprehensive Center, and the Center on Innovation and Improvement at the Academic Development Institute. The common denominator to her work is her passion for infusing systems with a process for informed decision-making for sustainable improvement.

Prior to her work as a consultant, Dr. Crean Davis was the Program Director for Research for the North Central Regional Educational Laboratory's (now known as "Learning Point Associates") Center for Data Systems and Development. Dr. Crean Davis has also worked as an administrator and counselor for the City Colleges of Chicago, has taught in special education programs for emotionally disturbed youths, and has extensive experience providing psychological diagnostic assessment and treatment services to children and families. Dr. Crean Davis resides in Kennebunk, Maine with her husband and four children.

#### **Peter Montano - Treasurer**

Mr. Montano holds a B.S. in Accounting from St. John's University and is a Certified Public Accountant in Maine, New York, Florida, Louisiana and Colorado. He is a

Director at Macpage LLC, and has had a life-long interest in supporting nonprofit organizations; as such, Mr. Montano has been providing audit, consulting, and tax services to nonprofit organizations and venture funds for over 30 years. He is active in various associations, and has spoken at conferences across Maine on topics affecting nonprofit organizations and providing technical seminars on financial management. Mr. Montano works closely with Board members and management of various nonprofit organizations to assist them in implementing best practices. He is also a member of the Audit Committee for the Maine Community Foundation and is currently a member of the Advisory Committee for the Maine Association of Nonprofits after serving as their Treasurer for six years.

**Peter Morrison - Secretary**

Mr. Morrison received his B.S. in Business Administration (Marketing) from Northeastern University in Boston. After successfully owning and operating a local wholesale distribution company in Portland for 17 years, he recently sold his business. Mr. Morrison has an extensive background in small business operations as well as a strong perspective for long-term strategic planning. Mr. Morrison is excited about contributing to the success and growth of Baxter Academy, and cares deeply about providing our youth with the best possible educational opportunities. Mr. Morrison lives in Cumberland with his wife and three daughters.

**Kelli Pryor – Chair** – Ms. Pryor is a writer with a summa cum laude degree from the University of Missouri’s School of Journalism. Her journalism career ranged from Life Magazine to the start-up team for Entertainment Weekly. She is the author of both nonfiction and fiction books and is also a Sundance Screenwriting fellow, having written for Dreamworks and Warner Brothers, as well as for television. Since 2002, she has been the director of the CAFAM Chinese School in Portland, where she has helped engineer a program that seeks to inspire learning through meaningful explorations of Chinese innovation, art, language, and culture. For the past decade, she has also homeschooled her twin daughters, who are avid project-based STEM learners.

**C.2ii: Criteria for Selecting Board Members**

Baxter Academy believes good boards are made up of people who possess at least two of the following three characteristics:

- **Wit:** the intelligence and experience necessary to give them a vast amount of knowledge about board membership and the managing of an organization
- **Work:** the time and energy to work tirelessly to further the interests of the organization
- **Wealth:** the appropriate funds at their disposal to ensure the enterprise has a solid financial backing.

When selecting members for our board, BA looks for a diverse group representative of the education community, higher education community, STEM community, and business community.

Our board members should have a variety of life and work experiences and should possess solid work and academic credentials. These people should be genuinely interested in and concerned with BA's mission and vision, and should be willing and able to dedicate the appropriate amount of time to good governance and oversight. As BA is invested in community involvement, we also made sure the majority of the board are from the greater Portland area.

### **C.2iii: How Board Will Support the School**

The qualifications and experience listed in Section C.2i will enable Baxter Academy board members to review our mission statement to ensure it continues to articulate our goals. The Board of Directors will support and evaluate the Executive Director and actively participate in the school's strategic planning process. Also the Board of Directors will assist in monitoring charter contract compliance, and work with the Executive Director to strengthen our programs and services. The board will have the capacity to ensure adequate financial resources, provide protection for school assets, and provide the proper financial oversight for the organization. They will ensure BA maintains our legal and ethical integrity and its good standing in the community.

## **D. Business and Financial Services**

### **D.1 Budget**

#### **D.1i: School's Estimated Revenues and Expenditures**

See Appendix R for Baxter Academy's estimated revenues and expenditures.

#### **D.1ii: Monthly Cash Flow Analysis for First Fiscal Year**

See Appendix S for Baxter Academy's cash flow analysis for our first fiscal year.

#### **D.1iii: Monthly Cash Flow Analysis for Pre-opening Startup Period**

This section does not apply to Baxter Academy as we do not have a pre-opening year. Our first fiscal year will begin July 1.

#### **D.1iv: Explanation and Discussion of Budget**

Baxter Academy anticipates the current per-pupil funding for 130 students in year one, 210 in year two, and 290 in year 3 as our projected growth outlines. We also anticipate federal entitlement funds, and federal and state grants. We are anticipating funds from the Libra Foundation and the Davis Family Foundation, and will be applying for a L.L. Bean Grant, and a Stephen and Tabitha King Foundation Grant.

Baxter Academy has set aside the appropriate funds for instructional services for each fiscal year. For the first year of operation, we will employ 10 teachers, who will be paid competitive wages. We have also set aside funds for the contracting of substitute teachers. We have budgeted for textbooks, classroom supplies, classroom furniture, classroom equipment, and academic computers and software. These materials reflect our proposed list of resource needs for our instructional services and the current market value of such resources. As BA's curriculum is largely based on technology, the technological materials receive a much larger percentage of the budget than do traditional school supplies. We do not anticipate much need for traditional textbooks, paper, pencils, etc as students will be interacting with their Google Chromebooks on a daily basis. We have set aside a substantial amount of money for computers in year one, as we will be purchasing all machines and software for the first two grades. In subsequent years, funds are only set aside to provide Google Chromebooks for new students and maintain our technological supplies. We have also set aside some funds for travel and conferences, distance learning courses, and our workers compensation insurance.

We have also set aside funds for special education services. We will employ a Director of Special Services and two education technicians, who will be paid competitive wages.

As much of our curriculum is online and is easily adaptable for students with special needs, we have not set aside funds for curriculum and instructional materials at this time. However, when we receive students with special needs and are provided with additional funds for those students, we will use those funds to budget for any materials they might need. In addition, we have set aside funds for any contracted services we will need. Under Supplemental Programs and Services, we have budgeted an appropriate amount of money for art and enrichment programs. This money will allow us to bring in local enrichment programs and needed materials. As a STEM-focused school, we have made it clear that we offer a variety of diverse and engaging electives but do not offer such programs as athletic programs. As programs such as community service programs are a part of the general curriculum, they do not receive a separate budget under this section.

Though most materials will be electronic, we have set aside a small amount of money for traditional library books. Within the public domain, many books can be downloaded online for free. Teachers will have their own classroom libraries, funded by their supply budget. However, we have set aside a substantial amount of money for computers and software, and an appropriate amount of money for audiovisual equipment.

Under our Student Support Program and Services section, BA plans to hire a part-time nurse and pay her a competitive wage. We have set aside funds to provide this nurse with health supplies and equipment according to the number of enrolled students. Starting in year two we will hire a guidance counselor and pay her a competitive wage. We have also set aside funds for the testing and appraisal of students with disabilities and student support services. In addition, we have allowed for contract service guidance and assessment.

Our lease numbers reflect our rental agreement with the Rufus Deering Lumber company, and our maintenance and repair expenses reflect current market rates. Our telephone services, internet services, custodial services, and waste disposal services also reflect current market rates while allowing for the increase of students each year. As we have not yet received a grant to allow us to pay for any busing costs, we have not budgeted for any expenditures relating to busing. We have budgeted money for food services according to our agreement with Mr. Bagel.

Baxter Academy will employ an Executive Director, a Head of School, and an interim Chief Operating Officer to set up operating systems prior to the start of school. We will also employ an Administrative Assistant and pay her a competitive wage. Though much of our work will be done using computer software, we have budgeted for office supplies, office equipment, photocopiers, and postage and shipping expenses. We have also budgeted money for computers and computer software. In addition, we have funds set aside for bookkeeping and audit fees. We have budgeted for payroll services, interest expenses, legal services, liability and property insurance, directors

and officers insurance, marketing, grant writing, board expenses, and staff recruitment expenses. All funds reflect current market values for various goods and services.

#### **D.1v: School's Plans to Secure Adequate Operating Capital for Cash Flow Challenges**

Bangor Savings Bank has approved a line of credit for BA in the amount of \$350,000 based on a FAME guarantee, which is in process. BA is also securing a \$200,000 loan from a donor to serve as a backup plan. Title work is being done on the land that will secure the loan.

#### **D.1vi: Other Sources of Funds if Public Funding is not Adequate**

See Section D.1vi for a complete list of grants for which we are applying or have already applied. However, it is important to note that though we anticipate needing additional funds to cover costs during our first two years of operation, by year three we hope to be entirely funded by the per-pupil allotment from the Main Department of Education. Part of the purpose for the allowing of charter schools is to demonstrate that proper fiscal management can alleviate some of the financial waste present in traditional public schools. Funds at BA will be channeled directly into student education and will not need to be spent on excessive bureaucratic regulations. We believe we should be able to provide students with an excellent education for the same amount of money (or less) as they would receive in a traditional public school.

### **D.2 Financial Management**

#### **D.2i: Systems and Procedures for Managing School Finances**

The Board of Directors provides financial oversight, reviewing and passing annual budgets based on anticipated revenue sources. The Executive Director will manage the budget at the school level, drawing on the expertise of an financial-services outsourcing firm, throughout the school year, making monthly reports to the board of directors. These monthly reports will include a balance sheet, a cash flow forecast, and statement of cash flows, and can be generated by QuickBooks software. Day to day school financial management is handled a bookkeeper using QuickBooks to keep track of all funds, use the budget template provided by the authorizers, and follow standard accounting procedures.

The financial-services firm will be well versed in all financial laws pertaining to charter schools and will be expected to follow them. Following standard bookkeeping procedures, there will be a yearly audit by an independent outside firm and the results will be presented to the board at the annual meeting. Baxter Academies of Maine's governing board holds its annual meeting in June. The fiscal year runs from July 1-June 30. Baxter Academy has contracted with Clark Insurance of Portland to provide all necessary services for personnel and property. Insurance quotes will be included in

Appendix T.

See Appendix U for Baxter Academy financial policies.

### **D.2ii: Staff Positions Responsible for Financial Oversight and Management**

See Section D.2i.

### **D.2iii: Person Responsible for Protection of Student and Financial Records**

The Executive Director and Administrative Assistant will be responsible for student financial records. Student records include the amount of money they pay to insure their Google Chromebooks and any other money they pay for school services. It also includes financial information they need to submit to qualify for a free or reduced lunch.

## **D.3 Facilities**

### **D.3i: School's Facility Needs**

Our plan is to lease 11,000 square feet in year one, 14,000 square feet in year two, and 20,000 square feet in year 3. The facility has space for classrooms, two science labs, an art room, and one computer lab. The science labs are adequate spaces for students to conduct scientific experiments, construct models, and explore scientific materials. The facility will have wifi throughout to accommodate students' use of Google Chromebooks and Google educational tools. It will also have a student center for guest speakers, seminars, musical performances, and demonstrations. This center will also serve as a classroom and small computer lab.

### **D.3ii: School Location**

Baxter Academy will be located at the following address:

**Baxter Academy for Technology and Science  
54 York Street  
Portland, Maine 04101**

### **D.3iii: Floor Plans**

For full floor plans, see Appendix V.

### **D.3iv: How Facility Will Meet Needs of Students**

Baxter Academy is located across the street from the Gulf of Maine Research Institute and in close proximity to numerous engineering and architectural firms at the edge of

the Old Port. Junior year, BA students will be interning at local businesses. Our downtown location will be within walking distance of many of these internships. A convenient downtown location also makes it easier for academic scientists and working professionals to volunteer time to work with and mentor students. The school is one block from the waterfront and one block from the Portland Fish Exchange. The ferry terminal to the islands of Casco Bay is also within walking distance of the school. Teachers and students can conduct fieldwork in these locations.

BA is located between Portland High School and The Waynflete School, within walking distance locations, making it easier to collaborate with these schools. We are also within walking distance of Portland Public Library's main branch at Monument Square. It is also located on major public transportation routes. The metro bus stop is less than one block away. It is in close proximity to the University of Southern Maine and Maine Medical Center, both of which could provide us with a number of people and resources to support our STEM programs.

The building itself was part of the complex of the Portland Packing Company, where James Phinney Baxter, six term mayor of Portland, made his millions in the canning business in the 1860's. J.P. Baxter was Portland's finest mayor and did a great deal to make Portland the fine city it is today. The benefits of the space inside the building itself are outlined in Sections D.3i and D.3iii.

#### **D.3v: How Facility Supports School Mission**

As previously stated in Sections D.3i and D.3iv, this facility supports the development of STEM- focused professionals.

#### **D.3vi: Accessibility of Facility**

The building owner, the Rufus Deering Lumber Company and Baxter Academies of Maine, have contracted with the architectural firm of Richard Renner Inc. to ensure that the facility is in compliance with the Americans with Disability Act. The engineering firm of Sebago Technics has been contracted to work on the site plan including the work on providing accessibility to the exterior for students with disabilities. BA's lease insures that the building will comply with all federal, local, and state accessibility laws.

The building will be renovated by contractors hired and supervised by the by Rufus Deering Lumber, the building owners. The renovations will be primarily to install handicapped bathrooms, wider doorways, ramps, and wheelchair lifts to ensure all students can access all parts of the school building.

#### **D.3vii: Plans to Maintain and Clean Facilities**

Baxter Academy has contracted with Burns Cleaning to provide commercial cleaning and janitorial services for the facility. The facility will be cleaned daily from September-June in a manner consistent with public school standards. A daily maintenance log will

be kept by the Administrative Assistant.

**D.3viii: Methodology to Determine Costs**

The methodology to determine all costs has been explained in Section D.1iv of this application.

**D.3ix: Lease**

See Appendix W for building lease.

**D.3x: Renovation Plans**

See Appendix X for renovation plans, including proposed costs and schedules.

**D.4 Transportation**

**D.4i: Transportation Plan within School Catchment Area School Year 2012-2013:**

Students in Portland and South Portland that live within 2 miles of the school will be encouraged to walk or bike to school weather permitting. This is the best option to minimize BA's carbon footprint, part of our "Green School Plan". Students who live in Portland, Westbrook, Falmouth, and South Portland will have access to ride public transportation via the METRO BUS. For students beyond the reach of public bus service Baxter Academy will contract with van or bus service to contribute to the cost of student transportation.

We intend to lease buses to provide transportation to students within a 25 mile radius of Portland. Three bus routes are planned starting from from the towns of Topsham, Kennebunk, and Windham. Each bus will make 3 stops at designated shopping center parking lots on the heaviest traveled commuter routes. We will make adjustments if needed to the catchment area as dictated by student enrollment.

**D.4ii: Transportation Plan for Students Outside School Catchment Area**

If students are not within the catchment area and would like to take advantage of our transportation, they will be responsible to get to designated transportation areas (labeled on the catchment map in Appendix Z) to be picked up by a bus.

**D.4iii: Revenue and Expenditure Assumptions for Transportation Plan**

Revenue and expenditure assumptions for the transportation plan outlined in Section D.4i "School Year 2013-2014" are outlined in Section D.1vi of this application. Revenue and Expenditure assumptions for following years will be reflected in our school budget.

#### **D.4iv: Transporting Students with Disabilities**

Part of Baxter Academy's special education funds will go towards contracted van services to provide transportation for students with disabilities.

#### **D.5 Insurance**

Clark Insurance will provide all of Baxter Academy's insurance. Quotes have been obtained and can be viewed in Appendix T.

#### **D.6 Food Service**

##### **D.6i: Food Service Plan**

At BA we believe that school lunch should be about healthy eating, supporting sustainable local agriculture in Maine and educating students on healthy eating and healthy lifestyles. Baxter Academy is located close to a large number of restaurants; therefore BA will also have an open campus policy for lunch. Students will be free to choose from any of the restaurants and eateries close to our school at 54 York Street. All students will have a 45-minute lunch break.

Open campus lunch options within walking distance to the school. Students at BA will have access to dozens of types of international cuisine that will be incorporated into our global focused curriculum. From Congress Street to Commercial Street Portland is a "foodie city". Lunch options for students include the following:

- One City Center Food Court - American, Mexican & Salad Bar
- Becky Diner - American
- Yosaku- Japanese
- El Rayo - Mexican
- Bam Bam Bakery - Gluten Free Baked Goods
- Hi Bombay -Indian
- Portland Pie, Italian - pizza, calzones, wraps, salads & soups
- Local Sprouts - Organic Local Maine foods

##### **D.6ii: Budget and Revenue and Expenditure Assumptions**

Baxter Academy anticipates between 25-50 students will be interested in purchasing school lunch rather than taking advantage of open campus opportunities. This estimate is based on school lunch number programs at nearby schools. See Section D.1iv of this application for an explanation of revenue and expenditure assumptions for our food service plan.

##### **D.6iii: Status of Third Party Contractual Plans and Evidence of Third Party's Readiness**

Mr. Bagel will be providing daily hot lunches to BA for \$4.00 per student.

## **D.7 Closure Protocol**

### **D.7i: Orderly Plans and Timelines for Transitioning Students and Student Records**

Should Baxter Academy choose not to renew their charter or have their charter revoked, we will notify parents or guardians of students by email or phone within one week. We will notify the authorizing entity, Maine Department of Education, and all SAUs who may be receiving our students within 10 calendar days. We will also be notifying any financial institutions, insurance companies, school partners, and other institutions invested in the operation of the school within 10 calendar days.

Our notification document will include the following pieces of information:

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

Notification to the Maine Department of Education will also include:

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

Notification to parents or guardians will also include

- Information on how to transfer the student to an appropriate school
- A certified packet of student information that may include grade reports, discipline records, immunization records, and any other appropriate information
- Information on student completion of college entrance requirements for all high school students affected by the closure

Naturally Baxter Academy would plan any school closure to occur at the end of the academic year, as long as it is feasible to maintain a legally compliant program until

then. Should we choose to convert to non-charter status, we will notify all parties listed in this section.

**D.7ii: Appropriate Disposal of School Funds, Property, and Assets**

After receiving notification of closure, Maine Department of Education will notify Baxter Academy and the authorizers of any liabilities we owe the state. The Maine Department of Education may ask the SAU to conduct an audit of BA if it has reason to believe we received state funding for which we were not eligible. We will complete an independent financial audit within six months of closure, which includes:

- An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
- An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
- An assessment of the disposition of any restricted funds received by or due to the charter school.

We will also complete any annual reports we have not yet submitted for that calendar year including preliminary budgets, interim financial reports, second interim financial reports, and final unaudited reports. These reports will be completed as soon as possible, no later than their regular deadline for that academic year. All reports and financial information will be submitted to Maine Department of education and our authorizers.

Our closeout audit will determine the disposition of all of BA's liabilities. We will reconcile all liabilities and dispose of any net assets remaining. Should we not have the funds to pay any liabilities, we will declare Chapter 7 bankruptcy and comply with all applicable laws. For the disposal of net assets, we will return any donated materials and property according to any conditions set when the materials or property were accepted, return any grant and restricted categorical funds to their source according to the terms of the grant or state or federal law, and the submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports as appropriate.

As the Rufus Deering Lumber Company leases BA's facilities, the lease will be terminated according to stipulated terms.

As BA is run by the nonprofit corporation, Baxter Academies of Maine (BAM), should BAM not have opened any other charter schools, BAM will be dissolved according to its bylaws.

### **D.7iii: Student Records Policy to Support Orderly Transitions**

As all student records, including attendance and academic records, are kept in a computerized system, it is the Head of School's and Administrative Assistant's responsibility to ensure all records are current on a daily basis. As students will keep much of their work on Google Chromebooks and in online portfolios, students will be allowed to download all their work onto external hard drives and will be given their URL, which contains their work.

In the event of a student transfer for personal reasons or due to school closing, Baxter Academy will release student records to the parent or legal guardian upon request that same business day or at any time thereafter as long as the parent provides signed documentation of that request. Should a parent request the records be transferred to another public or private school, parents or legal guardians must submit a signed form requesting the transfer of those records. If BA closes and a parent does not personally request a records transfer, the parent will be notified at least one month before the start of the next academic year that the records are being transferred to the SAU in which the student lives. All records will be kept confidential and will not be transferred to an inappropriate location without signed consent from a parent or legal guardian. All records will be kept current in the Student Information System (SIS) by the Head of School and Administrative Assistant to ensure complete information is available should a student transfer at any time.

Within 30 business days, we will provide the authorizers and the Maine Department of Education with a list of students in each grade level, the classes they have completed, and the SAUs into which they are expected to transfer. Notifications to SAUs will include a provision of a list of students under their jurisdiction including students in each grade level and classes they have completed.

Within 30 business days we will also submit employee records to the authorizers and the Maine Department of Education. These records will include but will not be limited to performance and grievance. These records will be released to employees personally upon request as long as the employee provides signed documentation of that request. Should any employees also wish their records to be transferred to another school or institution, they must submit a signed records transfer request.

### **E. Education Service Providers**

We do not intend to contract with an education service provider at this time.

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Appendix A: Sample Projects and Evidence of Alignment to the Standards

**Examples of Projects Mapped to Standards**

*[these are presented for illustrative purposes only]*

<b>PROJECT TITLE</b>	<b>SUBJECT/GRADE</b>	<b>STANDARDS ADDRESSED</b>
<b>Mock Trials in the Humanities Classroom</b>	<b>11<sup>th</sup> grade History and English</b>	<b>Maine Learning Results Standards for Social Studies: A1, A2, B1, B2, E1, E2 Common Core ELA Standards: Reading (informational text): 1 Writing: 1, 2, 4, 5, 6, 7, 8, 9 Language: 1, 2, 3, 6,</b>
<b>UV Radiation Project</b>	<b>10<sup>th</sup> grade Chemistry</b>	<b>Maine Learning Results Standards for Science and Technology: A3, A4, B2, C1, C2, C3, D1, D2, E2</b>
<b>This New House (Environmentally Sustainable Dream House)</b>	<b>10<sup>th</sup> grade Math, Chemistry</b>	<b>Common Core Geometry Standards: G-CO, G-SRT, G-C, G-GMD, G-MG, Maine Learning Results Standards for Science and Technology: A1, A2, A3, A4, B1, B2, C1, C2, C3, D1, D2, E2</b>
<b>Rock Climbing Project (learn the physics and write a guidebook)</b>	<b>11<sup>th</sup> grade Math, English, Multimedia</b>	<b>Common Core ELA Standards: Writing: 2, 4, 5, 6, 7, 8, 9, 10 Speaking and Listening Standards: 1, 2, 5 Maine Learning Results for Science and Technology: A1, B1, B2, C1, C2, C3, D3, D4 Common Core Algebra Standards: A-CED, A-REI,</b>
<b>Drug Project</b>	<b>10<sup>th</sup> grade Humanities, Science (Chemistry and Biology), Statistics, Multimedia</b>	<b>Common Core ELA Standards: Reading (informational text): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Writing: 1, 2, 4, 5, 6, 7, 8, 9, 10 Common Core Probability and Statistics Standards: S-ID, S-IC, S-CP, S-MD Maine Learning Results for Science and Technology: B1, B2, C1, C2, C3, E1, E2, E3</b>
<b>Virtual Museum</b>	<b>10<sup>th</sup> grade</b>	<b>Maine Learning Results for Social</b>

	<b>Humanities, Multimedia</b>	<b>Studies: E1, E2</b>
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## Appendix B: Google Tools For Education

### **Google Chrome Education Tools**

Every student and teacher will receive a Google Chromebook laptop and have access to Google Apps for Education. Baxter Academy has already established a baxteracademy.org domain that will serve as the Internet portal to the school. The Chromebook laptop will be an integral part of the Baxter experience. Most of the anticipated student population has participated in the Maine Learning Technology Initiative (MLTI) and will be accustomed to using a laptop for daily classroom activities. Maine has become a national model in 1 to 1 laptop use and Baxter Academy intends to build on that success. Most students will have prior experience with the Google tool set as well, as it has been adopted by the majority of the school districts in the greater Portland area. Students who have been homeschooled will not necessarily have had the same educational experience, thus we will provide additional supports to acclimate them to working in this fashion. Students who show interest in helping others will be formed into a support group called the iTeam. These iTeam members are school-wide student helpers who provide additional support to both teachers and students. Some of the advantages for all learners will be:



**Innovation in real-time** - The best way to prepare students for the newest technology in the workplace is by giving it to them as a part of their education.

*“The response from the university community has been extremely positive because we are now partnering with cutting-edge technologists who understand that we're trying to provide the latest, most innovative technologies available today”.*

– Roy B. Roberti, Director of Information Technology Planning, Hofstra University



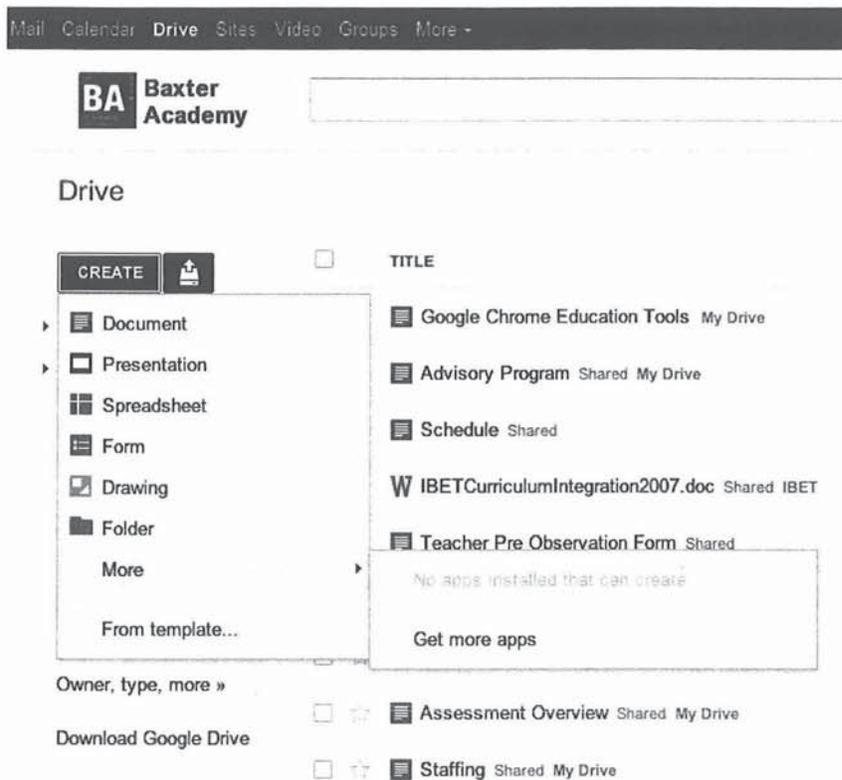
**Collaborate globally** - Google Docs, the Google word processing application, doesn't just give you access to the same document, it actually allow students to work on the same document at the same time from anywhere in the world.

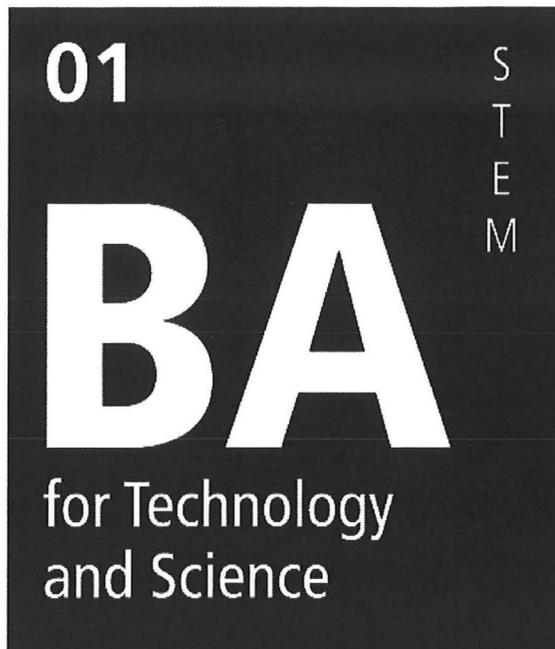
*“Collaborative projects really make for an excellent education experience not only because students bounce ideas off each other and improve each other's writing skills, but also because the process itself teaches them how to work well with others - a valuable skill for everyone”.*

– Richard Ellwood, Technology Coordinator and Digital Arts Teacher, Columbia Secondary School

All students and staff will receive a Baxter Academy (BA) Google account. That account will allow access to Google mail, calendar, drive, groups and more. Within

Drive users can create documents, presentations, spreadsheets, forms and drawings. One of the newest features is the ability to store your own files in the Google cloud, giving online access to all of your files, including large video files. Students will also use sites to create an online digital portfolio, upon graduation students will be given the URL (such as [jane.doe@janedoe.com](mailto:jane.doe@janedoe.com))





# **Baxter Academy** for Technology and Science

**Personnel Handbook**  
**2012-2012**

**54 York Street Portland, Maine 04101 <http://baxteracademy.org>**

## **SECTION 1. WELCOME TO BAXTER ACADEMY**

Welcome to Baxter Academy! As a Baxter Academy (BA) employee, you are an integral part of our mission. Your pride in your work and in BA is a primary ingredient in our success. We hope you will find your employment with BA to be both rewarding and challenging.

This handbook is designed to help you get acquainted with BA, explain some of our philosophies and beliefs, and describe in general terms some of the organization's employment guidelines. We hope this will be a useful reference for you during your employment with BA, but it is important to note that the handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of BA or its employees.

No employee handbook can anticipate every circumstance or question about policy. Because BA is a growing and changing organization, it reserves the right to amend or delete provisions of this handbook and to alter its policies and procedures at any time without advance notice. For this reason, you should contact your immediate supervisor or the Head of School to obtain current information about the status of any particular policy, procedure, guideline or practice. No one other than the Executive Director of BA has the authority to enter into any employment or other agreement that modifies the organization's policies.

### **1.1 Philosophy and Mission**

Baxter Academy was first conceived in 2011 to address the industry's problems finding qualified people to fill the growing number of science, technology, engineering and math (STEM) related job opportunities in Maine. Government and University research has found that many Maine high school graduates do not have the basic skills and problem-solving abilities that modern technology rich companies need, and that many students graduate ill-prepared for rewarding careers or for higher education. The group identified two key factors contributing to low academic achievement:

- A lack of connection between students and their educational experiences, caused by large and impersonal schools in which most students are an anonymous face in a crowd, are uninterested in their courses of study, and make little connection to their teachers and to other students as part of a community of learners.
- Student tracking into vocational/technical education (designed for non-college-

bound students) or into college preparatory classes, usually based on the income and educational level of the student's parents, not the students' capacity to succeed in academic endeavors.

Baxter Academy was envisioned by its founders as a charter school that will demonstrate how the public high school experience can be restructured and redesigned to enhance students' connections to their educational experiences and to other students in a community of learners. Their ultimate goal is to show that this restructuring can improve students' academic achievement and long-term success.

Baxter Academy's mission is to provide students with rigorous and relevant academic and workplace skills, preparing its graduates for rewarding lives in the technological society of the 21st century. The goals of Baxter Academy are:

- To successfully integrate technical and academic education in a school that prepares students for post-secondary education and for leadership in STEM industries.
- To increase the number of under-represented students in math and engineering who succeed in high school and post-secondary education and who become productive members and leaders in Maine STEM industries. Under-represented students include girls and students of both genders from minority groups, including Hispanic, African-American, Native American and recent African and Asian immigrants.
- To provide all Baxter Academy students with an extraordinary education, and to graduate students who will be thoughtful, engaged citizens prepared to take on the difficult leadership challenges of the 21st century.
- Baxter Academy emphasizes literacy, numeracy and scientific and technical proficiencies. Baxter Academy aims to have its students ultimately become self-motivated, competent, lifelong learners, prepared to thrive throughout their lives.

## **1.2 Community Relations**

Employees of BA represent the high school both on and off the job site. Every employee is expected to be willing and able to represent the school in the most positive manner with prospective, former and current students, colleagues, clients, suppliers, visitors and the community served.

Courtesy and cooperation are essential to the successful operation of our school. Since an employee's conduct influences the general public's opinion of the school, BA asks that all employees serve as a proud and positive ambassador for BA and the services

we provide to the community. Community relations are everyone's responsibility and we thank employees for doing their part!

## **SECTION 2. POLICIES AND PROCEDURES**

BA has an Open Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with the Head of School or any other member of the management team with whom they feel comfortable. BA believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise their work-related concerns with the Head of School or any other member of the management team as soon as possible after the events that cause the concern, and are further encouraged to pursue this discussion until the matter is fully resolved (although there is no guarantee that in each instance the employee will be satisfied with the result). BA will attempt to keep all such expressions of concern, the results of its investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary and appropriate.

### **2.1 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Baxter Academy will be based on merit, qualifications, and abilities. BA does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws. BA also makes reasonable, necessary accommodations for employees with disabilities.

Finally, BA prohibits the harassment of any individual on any basis listed above. For information about the types of conduct that constitute impermissible harassment and BA's internal procedures for addressing complaints of harassment, please refer to

BA's Policy Against Harassment located in sections 2.2 and 2.3 of this Handbook. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every individual who works for BA to conscientiously follow this policy.

Any employee having any questions regarding this policy should discuss them with the Head of School or other administrator.

## **2.2 Policy Against Harassment**

BA is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on factors such as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, or veteran status. BA strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, BA will not tolerate harassment by its employees of non-employees with whom BA employees have a business, service, or professional relationship.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, the following: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons based upon an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care or medical leave status, or veteran status.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances.

If you experience or witness sexual or other unlawful harassment in the workplace,

report it immediately to any member of management. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Head of School or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any incident of harassment, including work-related harassment by any School personnel or any other person, should be reported promptly to any member of the management team. Managers who receive complaints or who observe harassing conduct should inform the Head of School immediately. BA emphasizes that an employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Head of School or any member of management so it can be investigated in a timely and confidential manner.

Every reported complaint of harassment will be investigated thoroughly, promptly, and in a confidential manner. In addition, BA will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to the Head of School or any other manager.

In the case of School employees, if harassment is established, BA will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

### **2.3 Discrimination and Sexual Harassment Complaint Process**

Any BA employees, students or persons who have submitted applications for employment or admission who feel they have been denied equal opportunity on the basis of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability may seek remedy through an internal complaint process. This process also pertains to those who feel they have been the subject of sexual harassment (see definition in Section 2.2). BA assures that full cooperation will be provided to any individual filing a complaint with no threat of penalty or reprisal to the

complainant. The Head of School will advise the complainant of the necessary steps in the complaint process.

### **Informal Inquiry**

Individuals are encouraged to make an informal inquiry to their immediate supervisor or other member of the management team as soon as possible following the date of occurrence of the event giving rise to the complaint communication. The staff member contacted will report the incident to the Head of School for purposes of documentation and advice regarding the necessary steps of the complaint process. Every effort should be made to resolve the conflict at this time.

### **Formal Complaint Process**

The Head of School should be contacted immediately following the event giving rise to an alleged discrimination or harassment complaint or at the time the complainant becomes aware of such an event or situation. If a resolution has not been reached or is not possible through the informal process, the following steps may be taken.

#### **Step One:**

BA requires that aggrieved persons who believe they have been the subject of sexual harassment or discrimination because of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability submit a written complaint to the Head of School within thirty (30) calendar days of the occurrence of the event or situation. The written complaint should contain the date of the occurrence, location, party or parties involved, names of witnesses, the facts and/or rationale of the complaint and the category (age, sex, disability, etc.).

#### **Step Two:**

The Head of School will conduct an investigation based upon the complaint. The investigation will be conducted per the following process:

- a. Meet with the person against whom the complaint is made and provide them with complete information of the complaint. The alleged perpetrator will have the opportunity to respond to the complaint at that time or may respond within the next five (5) days.

b. After the response has been made, the Head of School or his designee will conduct the investigation through interviews with others who may have witnessed the incident or been in the vicinity where the alleged behavior occurred.

c. The Head of School will provide a written summary/report to the complainant and alleged perpetrator within thirty (30) calendar days of receipt of the complaint. The summary will include a thorough and documented review of the circumstances under which the alleged discrimination or harassment occurred.

### **Step Three**

The Head of School will make recommendations for resolution of the complaint. If a satisfactory resolution can be arrived at, the terms of the resolution will be documented in writing and made part of the complaint file. In the event the complaint is found to be valid and involves an individual's behavior, that person will receive appropriate counseling or disciplinary action. Ultimate dismissal is included in any disciplinary actions that may occur.

### **Step Four**

All aggrieved persons are encouraged to process complaints of alleged discrimination or harassment through the internal procedures established for this purpose. However, the complainant may seek remedy at any time from the Maine Human Rights Commission, the Federal Equal Employment Opportunity Commission or other appropriate agencies. The complaint must be filed within 180 days of the alleged discrimination.

The complainant may withdraw the complaint at any time and resolution may be reached at any step of the process.

## **2.4 Employee Complaint Process (Other than discrimination)**

Any employee may pursue a job-related complaint. Complaints should be brought to the attention of the employee's immediate supervisor within ten (10) working days from the date of the occurrence of the event giving rise to the complaint, or ten (10) working days from the date that the employee should have reasonably become aware of the event. Within five (5) working days after the presentation of the complaint, the immediate supervisor or designee shall respond in writing to the employee.

In the event the complaint has not been satisfactorily resolved at this level, the employee may pursue the process in written form to the next level of authority within five (5) working days. The response from this administrative level will be given in writing no later than ten (10) working days after receipt of this written complaint. This time frame shall be followed at all subsequent administrative levels through the Executive Director or designee.

Complaints that come to the attention of the members of the Board of Directors shall be referred to the Executive Director for resolution.

## **2.5 Alcohol and Drug Policy**

It is Baxter Academy's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Baxter Academy premises and while conducting official school-related activities off Baxter Academy premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Baxter Academy of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

## **2.6 Smoking Policy**

In keeping with Baxter Academy's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace.

This policy applies equally to all employees, customers, and visitors.

## **2.7 Handling of Confidential Information**

Many employees will be exposed and have access to information which is of a confidential nature. Such information should not be shared with unauthorized personnel.

## **2.8 Personnel Files**

An official file for each employee will be kept at all times within the Fiscal Affairs office. All employment documentation such as contracts, evaluations, educational attainment records and application materials will be kept in this file. Employees may have access to their file (except for confidential letters of reference) at any time by calling the Coordinator of Fiscal Affairs to make an appointment.

Medical information, such as sick leave verification forms and physician return to work forms, will be kept in a "Medical File" separate from the employee's general employment file. Only the Human resources staff will have access to an employee's confidential medical file.

Release of personnel file information would be executed only through court order, employee signed release or on a "need to know" basis as determined by the Head of School.

Upon completion of college course work, employees should forward a copy of the transcript to the Human Resources office to be maintained in the employees personnel file.

The high school will maintain personnel records for the period of time as required by law.

Changes in Personal Data. The information in the employee's personnel file is permanent and confidential, and must be kept up-to-date. The employee should inform the Office Manager immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Personnel files are the property of BA and may not be removed from BA's premises without written authorization from the Head of School.

## **2.9 Responsible Use of Information Technology**

Technology Use: BA provides various Technology Resources to authorized employees to assist them in performing their job duties for the school. Each employee has a responsibility to use BA's Technology Resources in a manner that increases productivity, enhances BA's public image, and is respectful of other employees. Failure to follow BA's policies regarding its Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Technology Resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; lap-top computers; computer servers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular phones; pagers; personal digital assistants, and voicemail systems.

Access to BA's Technology Resources is within the sole discretion of BA. Generally, employees are given access to BA's various technologies based on their job functions. Only employees whose job performance will benefit from the use of BA's Technology Resources will be given access to the necessary technology.

BA's Technology Resources are to be used by employees only for the purpose of conducting School business. Employees may, however, use BA's Technology Resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for financial gain, does not conflict with BA's business, and does not violate any School policy: (1) To send and receive necessary and occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; (3) To use the telephone system for

brief and necessary personal calls; and (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

BA assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on BA's Technology Resources. BA accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any School property. BA strongly discourages employees from storing any personal data on any of BA's Technology Resources.

BA is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in BA's "Policy Against Harassment," BA does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances may employees use BA's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually-explicit or racial messages, jokes, cartoons).

Employees also must not use BA's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference. In addition, Employees may not use any of BA's Technology Resources for any illegal purpose, violation of any School policy, in a manner contrary to the best interests of BA, in any way that discloses confidential or proprietary information of BA or third parties, or for personal or financial gain.

Privacy: All messages sent and received, including personal messages, and all data and information stored on BA's electronic-mail system, voicemail system, or computer systems are School property, regardless of the content. As such, BA reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

Although BA does not wish to examine personal information of its employees, on occasion, BA may need to access its Technology Resources including computer files, electronic-mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on BA's Technology Resources, including personal information or messages. BA may, at its discretion, inspect all files or messages on its Technology

Resources at any time for any reason. BA may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Certain of BA's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of BA. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

The best way to guarantee the privacy of personal information is not to store or transmit it on BA's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by BA. BA may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

- Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password protected, an authorized administrator can reset the password and listen to voicemail messages.
- Electronic Mail: Electronic mail is backed-up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail.
- Desktop Facsimile Use: Copies of all facsimile transmissions sent and received are maintained in the facsimile server.
- Document Use: Each document stored on School computers has a history, which shows which users have accessed the document for any purpose.
- Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site is recorded and periodically monitored.

Deleting or erasing information, documents, or messages maintained on BA's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on BA's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because BA periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages

are confidential.

Internet Usage: Internet access to global electronic information resources on the World Wide Web is provided by Baxter Academy to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Baxter Academy and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of Baxter Academy. As such, Baxter Academy reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not received authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by Baxter Academy in violation of law or Baxter

Academy policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- \* Sending or posting discriminatory, harassing, or threatening messages or images
- \* Using the organization's time and resources for personal gain
- \* Stealing, using, or disclosing someone else's code or password without authorization
- \* Copying, pirating, or downloading software and electronic files without permission
- \* Violating copyright law
- \* Attempting to break into the computer system of another organization or person
- \* Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- \* Using the Internet for political causes or activities, religious activities, or any sort of gambling

School Property and Information: All software in use on BA's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on BA's computers, by any means of transmission, unless authorized in writing in advance by the Office Manager. Authorization for loading software onto BA's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

BA is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both BA and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on BA's Technology Resources.

Confidential Information should not be accessed through BA's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or

authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

BA endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a School Technology Resource to another computer, employees must request permission and receive written authorization from the Office Manager.

BA has installed a variety of programs and devices to ensure the safety and security of BA's Technology Resources. Any employee found tampering or disabling any of BA's security devices will be subject to discipline up to and including termination.

BA may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on BA's Technology Resources may be conducted without warning at any time.

## **2.10 Family Educational Rights and Privacy Act (FERPA)**

Student education records are official and confidential documents protected by one of the nation's strongest privacy protection laws, the Family Education Rights and Privacy Act of 1974 (FERPA). FERPA applies to schools that receive federal education funds and non-compliance can result in the loss of those funds.

Confidential education records include student registration forms, graded papers, student information displayed on a computer screen and social security numbers linked to names. Employees who work around education records need to keep this information secure and protect the rights of students.

The essence of this act is that:

§ Parents have the right to inspect and review their child's education records (any records from which the student can be individually identified), to the exclusion of third parties. Students also have this right when they reach age 18.

§ Parents and eligible students have the right to request that a school correct records believed to be inaccurate or misleading.

§ Institutions may not disclose information about students, nor permit inspection of their records, without the student's written permission unless such action is covered by certain exceptions as stipulated in the Act.

One exception the law allows is "directory information", which includes such things as

name, address and telephone number. FERPA says each school can formulate its own policy about what directory information it will release. Baxter Academy does not have a general student directory, therefore, it is our policy not to release names, addresses and phone numbers. Exceptions may be made when graduates are listed in the newspaper or team rosters are published.

## **2.11 Conflict of Interest**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of BA. A conflict of interest exists when the employee's loyalties or actions are divided between BA's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor for clarification. Any exceptions to this guideline must be approved in writing by the Head of School.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

## **2.12 Termination and Discipline**

BA strives to provide a positive workplace environment for all of its employees. To achieve and maintain this, we must have the cooperation of everyone at BA. It also requires holding people accountable when the rules are not followed. This policy provides the guidelines that BA has developed to achieve its goal.

### Termination

BA will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following: (1) Elects to resign from BA; (2) Fails to return from an approved leave of absence on the date specified by BA; or (3) Fails to report for work without notice to BA for two consecutive days.

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of BA's rules of conduct as set forth below.

### Rules of Conduct

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet School standards, BA

will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of BA, other employees, or customers, may also result in disciplinary action.

Employees may be disciplined for poor job performance, including but not limited to the following: (1) Unsatisfactory work quality or quantity; (2) Poor attitude (for example, rudeness or lack of cooperation); (3) Excessive absenteeism, tardiness, or abuse of break and lunch privileges; (4) Failure to follow instructions or School procedures; or (5) Failure to follow established safety regulations.

Employees may be disciplined for misconduct, including but not limited to the following: (1) Insubordination; (2) Dishonesty; (3) Theft; (4) Discourtesy; (5) Misusing or destroying School property or the property of another on School premises; (6) Violating conflict of interest rules; (7) Disclosing or using confidential or proprietary information without authorization; (8) Falsifying or altering School records, including the application for employment; (9) Interfering with the work performance of others; (10) Altercations; (11) Harassing, including sexually harassing, employees or students; (12) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on School property or while conducting School business; (13) Gambling on School premises or while conducting School business; (14) Sleeping on the job or leaving the job without authorization; (15) Possessing a firearm or other dangerous weapon on School property or while conducting School business; and (16) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of BA, its employees, customers, or property.

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance: (1) Reporting to work on time, observing the time limits for rest and meal periods, and obtaining approval to leave work early; and (2) Notifying the supervisor in advance of anticipated tardiness or absence.

Though discharge or demotion for poor performance or attendance ordinarily will be preceded by an oral warning and a written warning, BA reserves the right to proceed directly to a written warning, or demotion, or termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when BA deems such action appropriate.

## **2.13 Violence in the Workplace**

Baxter Academy is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Baxter Academy has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Baxter Academy without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril.

Baxter Academy will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Baxter Academy encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Head of School before the situation escalates into potential violence. Baxter Academy is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

#### **2.14 Professional Dress and Appearance**

BA considers the presentation of BA's image to its students and the public at large to be extremely important. BA seeks not only good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, it is expected that all employees dress in a manner consistent with good taste. Employees are expected to wear apparel BA considers appropriate for dealing with the public.

### **Section 3. Human Resources and Payroll Procedures**

#### **3.1 Employment Status Categories**

It is the intent of Baxter Academy to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Head of School.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work Baxter Academy's full-time schedule. Generally, they are eligible for Baxter Academy's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule, but at least 30 or more hours per week. Regular part-time employees are eligible for some benefits sponsored by Baxter Academy on a pro-rated basis, subject to the terms, conditions, and limitations of each benefit program.

### **3.2 Contracts and Salaries**

Because recruiting and retaining talented employees is critical to our success, Baxter Academy is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. Baxter Academy periodically reviews its salary administration program and restructures it as necessary. Merit-based pay adjustments may be awarded in conjunction with superior employee performance documented by the performance evaluation process. Employees should bring their pay-related questions or concerns to the attention of the Head of School.

### **3.3 Job Descriptions**

Job descriptions shall be developed and maintained on every full-time and part-time position in the school. Descriptions shall include job responsibilities, performance expectations, general physical activities and minimum qualifications.

Job descriptions for non-instructional, occasional, specialized and support staff shall establish the minimum standards of employment for positions not requiring a California teacher's license.

Job descriptions should be reviewed and updated regularly by each designated administrator and the employees he/she supervises.

### **3.4 Work Hours**

The normal work schedule for all employees is 8 hours a day, 5 days a week. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

### **3.5 Absences**

Prior to taking a leave of absence for purposes of vacation, personal leave, military or jury duty, or other planned absence, an Employee Leave Report, available in each department, should be submitted at least one week prior to the scheduled leave date, unless the request is due to an unexpected emergency. The nature of the emergency should then be shared with the supervisor.

Employee Leave Reports to request paid leave for an absence due to personal illness, family illness or bereavement leave should be completed upon return from the absence.

All employees are expected to work on a regular and consistent basis, completing their regularly scheduled hours per week. Excessive absenteeism may result in disciplinary action, up to and including termination. Disciplinary action taken because of absenteeism will be considered on an individual basis, following review of the employee's absentee and overall work record.

Any employee who does not call or report to work for two consecutive work days will be considered to have voluntarily resigned employment at BA. Managers experiencing this situation should contact the Head of School immediately.

### **3.6 Payroll Period and Pay Dates**

BA pays employees twice per month: on the 15th day of the month and the last day of the month. The Fiscal Affairs department will establish deadlines for submission of time sheets for each payday. The payroll information is sent to the bank two times per month only. Time sheets must be turned in by the established deadline to ensure that the employee's paycheck is included. Paychecks will be delayed until the next pay date if the time sheet is submitted after the deadline.

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Baxter Academy to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employees' responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing.

### **3.7 Payroll Deductions**

Deductions from an employee's gross pay period earnings are of two types: mandatory and voluntary. Mandatory deductions are those required by law, court order or other legally compelling influence on payroll. BA is required by law to make the following deductions from an employee's check:

#### **§ Federal Income Tax**

- § Social Security Tax (FICA), if not eligible for STRS
- § State Income Tax
- § Medicare
- § Court-Ordered garnishments (when required by law)
- § STRS

The amount of tax deductions depends on the employee's income level, marital status and number of allowances the employee claims on the W-4 form.

Voluntary deductions are those requested by the employees to be made on their behalf and may include family medical, dental or vision insurance, tax-sheltered annuities, etc. Voluntary deductions will not be made without the employee's written request or authorization, and advanced approval from the Human Resources office and/or Business Services office.

### **3.8 Employee Separation Procedure**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- \* Resignation - voluntary employment termination initiated by an employee.
- \* Discharge - involuntary employment termination initiated by the organization.

Resignation is a voluntary act initiated by the employee to terminate employment with Baxter Academy. Although advance notice is not required, Baxter Academy requests that teachers who will not work the following school year submit written notice of resignation by the 15th of May of the current school year.

Baxter Academy requests that administrative employees submit at least 2 weeks' written notice of resignation.

### **3.9 Reference Checks**

Baxter Academy relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

To ensure that individuals who join Baxter Academy are well qualified and have a strong potential to be productive and successful, it is the policy of Baxter Academy to check the employment references and criminal backgrounds of all applicants.

Baxter Academy will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by Baxter Academy's records.

### **3.10 Outside Employment**

Employees may hold outside jobs as long as they meet the performance standards of their job with Baxter Academy. All employees will be judged by the same performance standards and will be subject to Baxter Academy's scheduling demands, regardless of any existing outside work requirements.

If Baxter Academy determines that an employee's outside work interferes with performance or the ability to meet the requirements of Baxter Academy as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Baxter Academy.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Baxter Academy for materials produced or services rendered while performing their jobs.

## **SECTION 4. EMPLOYEE BENEFITS: FULL-TIME EMPLOYEES**

#### **4.1 Employee Benefits Eligibility**

BA provides benefits for its regular full-time employees and for part-time employees who are regularly scheduled to work at least 30 hours per week. All regular full-time employees and their dependents are eligible to participate in BA's health, dental, vision, retirement, disability plans and other benefits. BA reserves the right to eliminate or modify any of its benefits at any time. Please contact the Executive Director for additional information about benefits offered by BA.

#### **4.2 Continuation of Insurance (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Baxter Academy's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Baxter Academy's group rates plus an administration fee. Baxter Academy provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Baxter Academy's health insurance plan. The notice contains important information about the employee's rights and obligations.

#### **4.3 Holidays**

BA observes the following holidays each year:

- Labor Day (Sept. 3)
- Columbus Day (Oct.8)
- Veterans Day (November 12)
- Thanksgiving (Wed 11/21 – Friday 11/23)
- Christmas Day

- New Year's Day
- Martin Luther King Day (Jan. 21)
- President's Day (Feb 18)
- Memorial Day (May 27)
- Fourth of July

#### **4.4 Sick Leave**

Sick leave may be taken for a personal illness, a disability, or for a family care or medical leave. Sick leave must be taken by eligible employees in increments of at least one full day. Full-time employees will be granted 6 sick days per year.

#### **4.6 Family and Medical Leave (FMLA)**

In addition to sick leave, Baxter Academy provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Regular full-time employees and regular part-time employees are eligible to request family leave as described in this policy: Eligible employees may request family leave only after having completed 365 calendar days of service. Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees may request up to a maximum of 12 weeks of family leave within any 12-month period. Any combination of family leave and medical leave may not

exceed this maximum limit. Employees will be required to first use any accrued paid leave time before taking unpaid family leave. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12-month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Subject to the terms, conditions, and limitations of the applicable plans, Baxter Academy will continue to provide health insurance benefits for the full period of the approved family leave.

So that an employee's return to work can be properly scheduled, an employee on family leave is required to provide Baxter Academy with at least two weeks advance notice of the date the employee intends to return to work. When a family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, Baxter Academy will assume that the employee has resigned.

#### **4.7 Maternity Leave**

Employees may take up to three weeks paid leave after the birth or adoption of a child. This paid leave will be in addition to the employee's accrued sick and vacation leave, which need not be taken first. Subject to the terms, conditions, and limitations of the applicable plans, Baxter Academy will continue to provide health insurance benefits for the full period of the approved maternity leave.

#### **4.8 Pregnancy-Disability Leave**

BA recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions ("Pregnancy-Disability"). Accordingly, BA provides Pregnancy-Disability leave for the period of actual disability, up to a maximum of four months.

Procedure for Requesting Pregnancy-Disability Leave: Whenever possible, an employee should submit a written request for Pregnancy-Disability leave or Pregnancy-

Disability transfer to the Head of School as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide 30 calendar days' advance notice to BA of the need for Pregnancy-Disability leave.

Each employee who has taken a Pregnancy-Disability leave or transfer must be released by her doctor to return to work. The release should be in writing and submitted to the Head of School on or before the employee's return from a Pregnancy-Disability leave or transfer.

#### **4.10 Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to 3 days of paid bereavement leave per incident will be provided to all employees. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary. Baxter Academy defines "immediate family" as the employee's spouse or domestic partner, parent, child, or sibling.

#### **4.13 Retirement Programs**

Teachers and other eligible staff members may enrolle in the Maine State Retirement System (MSR). The employee's share of the contribution to MSR will be deducted from their paycheck. Social Security (FICA) payments are not made for these staff members.

BA will pay Social Security benefits for non-teaching staff who are not eligible for STRS.

#### **4.14 Tax Deferment Plans**

BA participates in a 403(b) tax deferred savings program. See the Executive Director for more information about this program.

#### **4.15 Employee Assistance Program**

BA recognizes that personal problems may have a negative impact on an employee's

attendance, job performance, or behavior at work. BA also recognizes that everyone may occasionally benefit from professional assistance with personal problems. Accordingly, BA offers an employee assistance program (EAP) for all of its full-time employees. The EAP provides confidential and professional counseling and, when appropriate, referral to other services to deal with personal problems, such as chemical dependency, marital or family conflict, and emotional problems. The EAP is offered to enhance personal well-being as a means of improving individual attendance, performance, and productivity.

All counseling through this program is on a voluntary basis. Employees who suspect they may have an alcohol, drug, emotional, marital, family, or other personal problem, even in the early stages, should request EAP assistance from the Head of School, seek a diagnosis, and follow through with the program as prescribed by qualified professionals. Although employees are encouraged to use the EAP, participation in the program does not relieve employees of their obligation to perform their work in a satisfactory manner and to comply with other School rules and guidelines, including BA's Drug-Free Workplace guide-line.

Questions regarding EAP services should be directed to the Head of School.

## **SECTION 5. STAFF DEVELOPMENT AND PERFORMANCE**

### **5.1 Staff Development Program**

Baxter Academy's staff development program is designed to provide programs that contribute to the personal and professional growth and development of employees. The program will offer a range of workshops, seminars and training opportunities on both skill-oriented and general interest topics. Each employee is expected to create an annual professional development plan, review it with his or her administrator, and submit it to the Head of School for approval. The Head of School or his designee will provide guidelines for professional development plans, which will outline required and optional program components.

### **5.2 Performance Appraisals**

BA will conduct periodic performance reviews for employees. Employees generally receive written performance evaluations at the end of their probationary period and then once every year thereafter. Performance evaluations may be scheduled more frequently, at the discretion of the Head of School. The purpose of the review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review. During their performance reviews, employees are encouraged to discuss any issues raised, as well as any opportunities for advancement or career development within BA. After receiving their performance evaluation, employees will be required to sign the evaluation acknowledging that they have received the evaluation and are aware of its contents. A copy of the performance evaluation will then be placed in the employee's personnel file.

### **5.3 Performance Development Process**

Should an employee's performance be rated unacceptable or marginal by the immediate supervisor, he/she may recommend that the employee be placed on a performance development program or may be terminated.

### **5.4 Employee Discipline**

To provide the best possible work environment, Baxter Academy expects employees to treat students and other BA community members with respect and dignity, and to follow rules of conduct that will protect the interests and safety of all employees and the organization. The Head of School, or designee, will administer appropriate disciplinary action resulting from misconduct by employees during hours in which they are on the job. Such action will be fair and consistent and in accordance with established personnel procedures.

Behavior considered unacceptable in the workplace may result in disciplinary action, up to and including termination of employment. Although it is not possible to list all forms of behavior that would warrant disciplinary action, examples include: theft or inappropriate removal or possession of property; fighting or threatening violence in the workplace, sexual or other unlawful or unwelcome harassment; possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.

Each violation of employment policies, procedures or standards will be dealt with on an individual basis considering all the circumstances involved in the incident. Additionally,

the impact on students, co-workers and the community, as well as the general image of BA, will be considered in disciplinary actions. Therefore, there may be incidents which are deemed serious enough that immediate suspension or termination will take place. In other circumstances, the procedure listed below will be followed.

**Oral Reprimand:** Oral reprimands are given by the immediate supervisor to the employee. They are documented by the supervisor and placed in the employee's personnel file.

Prior to any of the next three steps taking place, the supervisor should schedule a meeting with the Head of School for review.

**Written Reprimand:** Formal notice to the employee stating that if corrective action is not taken on a particular problem or efficiency within a certain time period, a recommendation for suspension from work will be made. A copy of this written reprimand will be forwarded to the Human Resources Office to be placed in the employee's official personnel file.

**Suspension:** The Head of School, or designee, is authorized to suspend an employee pending action on a discharge, for investigation of charges against the employee or for disciplinary purposes.

It shall be within the discretion of the Head of School to suspend any employee with or without pay.

**Discharge:** Before any employee will be discharged, a meeting between the supervisor(s), employee and the Head of School will be held to review the situation.

## **SECTION 6. BAXTER ACADEMY OPERATIONS**

### **6.1 Human Resources: General Policies**

Employees may engage in outside employment that does not conflict with BA

employment. However, employees may not engage in outside employment that results in the employee's service to BA being less than satisfactory. In addition, employees may not receive or accept money or other consideration from other than BA for any activity that the employee is expected to perform in the regular course or hours of his/her employment with BA. No employee may use BA time, facilities, equipment, supplies, prestige or influence in a manner clearly for personal gain or advantage.

## **6.2 Budgets and Accounting**

Select positions have budgetary authority over specific amounts of funds. No purchases over \$100 may be made on these authorized budgets without additional sign-off from the Director of Finance & Development. No purchases may be made without specific budgetary authorization. BA does not guarantee repayment of purchases made by individuals using personal funds without prior written approval – whether or not they have budgetary control over the funds.

## **6.3 Purchasing**

Teachers and other staff members authorized to make a purchase may either order through the school or buy the items themselves and get reimbursed. Specific purchasing procedures and forms are available in the Director of Finance & Development Office.

## **6.4 Travel**

Baxter Academy will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Head of School. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Baxter Academy. Receipts are required. Employees are expected to limit expenses to reasonable amounts.

Employees whose travel plans have been approved are responsible for making their own travel arrangements. When travel is completed, employees should submit completed travel expense reports within 30 days. Expense reports must be

accompanied by original receipts for all individual expenses.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

Employees should contact the Fiscal Services Coordinator for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

#### **6.5 Personal Use of Telephone and Mail**

Employees will be required to reimburse Baxter Academy for any charges resulting from their personal use of the telephone. Personal use of the telephone should be kept to a minimum. The use of Baxter Academy paid postage for personal correspondence is not permitted.

### **SECTION 7. HEALTH AND SAFETY**

#### **7.1 Injury and Illness Prevention Program**

BA is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, BA has instituted the following Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Employees may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules. All employees are required to report immediately to their supervisor any potential health or safety hazards, and all injuries or accidents. First aid supplies are located in the reception areas and in the Vice Principal for Student Affairs' office. The location of the nearest doctor and/or medical facility is posted in the employee work room and in the galley.

It takes the effort of all employees to maximize the effectiveness of BA's health, safety and security efforts. This Injury and Illness Prevention Program ("Program") is designed to summarize and clarify the steps necessary to maintain and improve the health, safety and security of our working environment. Every employee is required to follow this Program, and to exercise care and common sense in achieving the goals of this Program.

Program Administration: The Head of School or his designee is in charge of oversight and implementation of the entire Program. The ability of the Program to succeed depends on the assistance given by all employees. The Head of School may assign certain duties to others in BA under the Program, and all employees are expected to cooperate fully.

Compliance: All employees must abide by this Program and BA's general health, safety and security policies. No employee is exempt. Any violation of this Program, or of any health, safety and security policies or procedures, can result in discipline up to and including termination at the discretion of BA. Discipline can be imposed whether the violation is intentional or negligent. Evaluation of the performance of employees may include the efforts made by employees to comply with the Program, and efforts to enhance health, safety and security in the workplace.

Communications: BA will notify employees of health, safety and security issues as they arise, and on a regular basis through methods such as memoranda, posting of notices, safety and security meetings, safety and security policies in the employee handbooks, safety and security training programs, and general employee meetings. BA encourages employees to direct any questions they may have about the Program or health, safety or security issues to the Head of School or other manager. If an employee is aware of a workplace hazard or other unsafe, unhealthy or insecure condition at work, the employee must immediately inform the employee's supervisor or the Head of School. Any supervisor receiving such information must immediately advise the Head of School or other manager in his absence of the information received, whether considered minor or serious.

BA will not discipline, terminate or retaliate against any employee for bringing a hazardous, unhealthy, unsafe, or insecure condition to the attention of the Head of School or other management. Employees are free to anonymously report hazards to the Head of School by not identifying themselves in written contact.

Identification of Hazards: BA will identify and evaluate health, safety and security hazards in the workplace in several ways. First, upon implementation of the Program, the Head of School will arrange for a comprehensive inspection of the workplace, with documentation of all unhealthy, unsafe, or insecure conditions or practices. Second, periodic inspections will occur. Third, "surprise" inspections will be conducted from time to time, as determined by the Head of School. Fourth, the Head of School will coordinate an inspection of any new substance, process, procedure or equipment introduced into the workplace which may create a health, safety or security hazard. Fifth, an inspection will occur whenever BA is made aware of a new or previously unrecognized health, safety or security hazard.

All inspections will include documentation of the persons making the inspections, areas and procedures inspected, any unhealthy or unsafe conditions or practices identified, and the action taken or proposed action to remedy any unsatisfactory conditions or practices.

Additionally, inspections for workplace security hazards will include assessment of how well our anti-violence policy has been communicated to employees and managers, how well our managers and employees communicate with each other, the knowledge of our employees regarding warning signs of potential workplace violence, access to and freedom of movement within the workplace by non-employees, and any reports of threats of physical or verbal abuse by employees, managers, or customers.

Investigation of Injuries and Illness: Whenever the Head of School is made aware of a work-related accident, injury, illness, or security hazard, it will be investigated promptly. Written documentation of the investigation will be maintained showing who conducted the investigation, when it occurred, what persons were involved with the incident, how the incident occurred, what changes, if any, are recommended to avoid similar incidents in the future, and whether changes in the Program inspection procedures are necessary to better anticipate the potential for such incidents to occur.

Correcting Hazardous Conditions: Whenever an unhealthy, unsafe or insecure condition or procedure is discovered and brought to BA's attention, appropriate corrective action will be taken. The severity of the health, safety or security hazard will be considered in determining when and how corrective action will occur. In cases where a hazard creates a risk of imminent harm that cannot be made safe immediately without endangering persons or property, BA will remove all exposed personnel from the hazardous area except those necessary to correct the hazard. Any employees assigned to correct a hazard will first be supplied with any necessary safety equipment or support to enable them to safely correct the hazard.

Documentation will be maintained for all hazardous health, safety and security conditions, describing the condition, when it was identified, how it was corrected, who corrected it, when it was corrected, and what steps will be taken to avoid future problems.

Training and Instruction: An important part of the Program is the training of all employees in health, safety and security awareness.. BA will provide training to all employees on any specific hazards they may face in their job positions, on general health, safety and security issues, and on first-aid procedures and CPR.

Training will be provided at various times: a) when an employee receives a new job assignment involving conditions or procedures for which the employee has not received health, safety or security training; b) when new substances, processes, procedures or equipment are introduced into the workplace which constitute a new health, safety or security hazard; and c) when BA is made aware of a new or previously unknown health, safety or security hazard.

Supervisors will also receive training in health, safety, and security hazards that face the employees under their supervision and control.

Training and instruction regarding health, safety and security hazards will include the following: a) an explanation of the Program and procedures for reporting health, safety and security hazards, including reporting of violent acts or threats of violence; b) recognition of workplace security hazards; c) measures to prevent workplace health, safety, and security hazards; and d) methods for preventing and addressing workplace violence, such as measures to summons others for assistance, employee routes of escape, notification of law enforcement authorities, and provision of emergency and post trauma care and counseling.

BA will maintain documentation of the training provided under this Program, including the persons involved, dates of training, and type of training.

## **7.2 Security**

To provide for the safety and security of employees, students and the facilities at Baxter Academy, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors must enter Baxter Academy at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Baxter Academy's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

### **7.3 Individual Emergencies**

In the case of an individual life-threatening emergency, call 911 immediately. Then call the reception desk and provide them with the following information:

- § Nature of the emergency (for example: chest pain, shortness of breath, seizure).
- § Location of emergency (building and room).
- § Phone number where you can be reached.

The receptionist will arrange to meet emergency responders at the main entrance and guide them to the scene of the emergency. If the call to the reception desk is not made, it will take emergency personnel additional time to find the emergency location.

### **7.4 Fire and Earthquake Drills**

Written fire and earthquake drill procedures will be distributed to faculty and staff at the beginning of each school year and upon any change in the emergency response plan. Fire drills will be scheduled at the beginning of each academic year and employees will be notified of dates and times of drills. All employees are asked to cooperate with the drills and follow proper drill procedures.

### **7.5 How to Report a Crime**

If a crime or other emergency should occur on campus, the individuals affected or having knowledge of the crime should report it immediately to the Head of School, Vice-Principal or other management staff.

## **7.6 Blood-Borne Pathogens Standard**

In March 1992, the Occupational Health and Safety Administration (OSHA) passed the Bloodborne Pathogens Training and Hepatitis B Standard which requires that information and training regarding the potential exposure risk to blood or body fluids in the workplace be provided to employees. All employees who have a potential exposure risk to blood or body fluids must satisfactorily complete BA's Bloodborne Pathogens training when hired and an annual training session for each subsequent year of employment. Employees will be trained on how to protect themselves from bloodborne viruses and on BA's Exposure Control Plan. In addition, all employees who have the potential exposure risk to blood and body fluids will be offered the Hepatitis B immunization at no cost. Employees who choose not to receive the immunization must sign a waiver.

Proper cleaning and disinfection procedures are required when removing and handling blood and other body fluids. All spilled blood and body fluids are to be treated as contaminated and potentially harmful to health. Employees from above areas have been trained to respond and ensure that proper clean-up procedures are followed.

In the event of a spill of bio-hazardous materials, employees should immediately notify the Head of School, a Vice Principal, or the Building Engineer.

## **7.7 Right-to-Know Hazard Communication Program**

In November 1983 the Occupational Safety and Health Administration (OSHA) published the Hazard Communication Standard (HCS). The purpose of the HCS is to ensure that hazardous chemicals produced and imported by chemical manufacturers/importers are evaluated and that information regarding potential chemical hazards is transmitted to employers and employees.

Employees have an inherent "right-to-know" about the characteristics and risks associated with chemicals in the workplace. All employees who have a potential exposure to hazardous chemicals must satisfactorily complete BA's "Right-to-Know" hazard Communication Program training when hired and an annual training session for each subsequent year of employment. This information provides employees with data to make better decisions when working with these substances.

In the event of a spill of hazardous chemicals or other materials, employees should immediately notify the Head of School, a Vice Principal, or the Building Engineer. The staff member discovering the spill should clear the area of students and visitors. First aid should be given to anyone injured. Staff should notify the areas listed above if there is any question to the degree of hazard, proper methods of clean-up or proper disposal procedures.

Staff making the call for assistance should make every effort to inform the person they contact as to the degree of hazard associated with the spill. If there is any potential danger to personnel entering the spill area, this should be communicated. When applicable, instructions will be given to staff responsible for the spill area on proper clean-up and disposal procedures.

## **7.8 School Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt school operations. In extreme cases, these circumstances may require the closing of the school. When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. If an emergency closing has not been authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused vacation benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

## **7.9 Solicitation and Postings on School Bulletin Boards**

Employees may distribute or circulate non-School written materials only during their nonworking time before or after work. Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on School property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on BA's property at any time.

## **SECTION 8: ACKNOWLEDGEMENT**

### **ACKNOWLEDGMENT**

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE FISCAL AFFAIRS COORDINATOR WITHIN ONE WEEK OF RECEIPT.

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of BA's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with BA.

I further understand, however, that the policies contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that BA has the right to amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with

or without notice. Furthermore, I understand that, because BA cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of BA's policies or procedures, I should consult BA's Head of School.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the Head of School, that no other employee or representative of BA has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the Head of School. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice of BA now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

# Baxter Academy

## ePortfolio Rubric

Points	Content	Links & Materials	Reflections
<b>5</b>	High quality content that demonstrates a wide range of learning experiences.	All materials and referenced hyperlinks work and are valid. Materials are highest quality.	All reflections, captions and notes provide vivid and clear descriptions.
<b>4</b>	Good quality content that demonstrates a wide range of learning experiences.	All materials and referenced hyperlinks work and are valid. Most of the materials are of highest quality.	All reflections, captions and notes are complete and provide clear descriptions.
<b>3</b>	Moderate quality content that demonstrates a wide range of learning experiences.	Materials and referenced hyperlinks work and are valid with few exceptions. Many materials are of very good quality.	Most reflections, captions and notes provide good and clear descriptions.
<b>2</b>	Marginal quality content that demonstrates a wide range of learning experiences.	Most materials and referenced hyperlinks work and are valid. Materials are fair quality.	Few reflections, captions and notes provide descriptions.
<b>1</b>	Low quality content that demonstrates a wide range of learning experiences.	Few materials are present and most of the hyperlinks do not work or are invalid. Materials are poor quality.	Few reflections, captions or notes are available and few descriptions are provided.
<b>0</b>	Content not completed or provided in required time or as directed.	Links and materials do not meet requirements or are missing.	Reflections, captions and notes are missing or do not meet minimal standards.

## **ePortfolio Reflections & Assessment**

**What work demonstrates your best work? Explain your selection.**

**What work demonstrates your greatest learning? Explain your selection.**

## **Assessment**

**Student Assessed Rating:\_\_\_\_\_**

**Explain why you chose your rating:**

**Teacher Assessed Rating:\_\_\_\_\_**

**Explanation of rating:**

**Averaged Score (average of student and teacher assessment):\_\_\_\_\_**

Appendix E: Project-based Learning Rubric

Students at Baxter Academy are assessed through a variety of means with a focus on project-based learning and our five core values of inquiry, research, collaboration, presentation, and reflection. Our students complete projects in every subject that are assessed based on the Baxter Academy rubric (see below). The descriptions in the empty boxes are filled in according to the subject and project nature.

**Baxter Academy Rubric**

	Exceeds Expectations	Meets Expectations	Approaches Expectations	Does Not Meet Expectations
<b>Design</b> - Does student plan and structure the project thoughtfully and purposefully?				
<b>Knowledge</b> - Does student demonstrate the understanding of ideas through inquiry, research, analysis, or experience?				
<b>Application</b> - Does student use a variety of skills and strategies to apply knowledge to the problem or project?				
<b>Process</b> - Does student take the necessary steps to fully realize the project goals?				
<b>Presentation</b> - Does student effectively communicate the central ideas of the project?				

## Appendix G: Discipline Policy

### **DISCIPLINARY CONSEQUENCES**

The purpose of disciplinary action at BA is to ensure that individual students, their parents/guardians and the BA community stay focused on growth and learning. Prompt resolution of the problem or issues is expected.

Initial forms of discipline may include any one, a combination and/or all of the following depending on the circumstances, and at the school administration's sole discretion:

- Verbal and/or written warning to the student
- Loss of privileges or removal from extra-curricular activities
- Parent/guardian notification
- A written commitment by the student to improve his/her behavior and/or performance
- A meeting with the Head of School
- Other forms of discipline that the school may determine appropriate

In addition, depending on the nature of the infraction and the student's past performance, any or all of the following disciplinary consequences may be appropriate:

- Academic consequences: Infractions that are primarily academic in nature, such as non-participation in class or turning in an assignment late, may result in students receiving a lower grade or other academic consequences.
- Suspension/Expulsion: Suspensions and expulsions are determined according to the guidelines below.

### **HEAD OF SCHOOLS' AUTHORITY TO IMPOSE SUSPENSIONS AND EXPULSIONS**

The Head of School has the authority to impose suspensions and expulsions. The Head of School or his/her designee will conduct an investigation of the circumstances presented, including consulting the student and affected parties. The Head of School will consider whether alternatives to suspension or expulsion may be appropriate.

#### **SUSPENSION**

The Head of School has the discretion and may impose a suspension directly if he/she determines it is appropriate. If the Head of School determines that a student is to be suspended, the Head of School shall provide written notice to the student's parents and/or guardians of her/his determination in writing, including reasons for the suspension and the time period for the suspension. Academic make-up work is required. Return to school may be contingent upon submission of a written essay addressing the issue at hand and stating how the student intends to move forward.

#### **EXPULSION**

If the Head of School determines that consideration of expulsion is warranted, the Head of School shall impose a suspension pending an expulsion hearing. The Head of School shall provide written notice to the student's parents and/or guardians of the suspension, the reasons for the suspension and the expulsion hearing, give notice of

the expulsion hearing and provide information regarding the School's expulsion procedures. The Head of School will hold an expulsion hearing where the Head of School shall serve as the hearing officer. The student shall have the right to representation and the right to present evidence at the expulsion hearing. The Head of School will consider evidence and/or testimony as appropriate and will render a decision that shall be in the best interests of the student and the School.

If a Head of School determines that a student is to be expelled, the Head of School shall inform the student's parents and/or guardians of his/her determination in writing including the reasons for expulsion. The Head of School's written notification to the parents/guardians shall also include information about due process rights in regard to the Head of School's determination.

### **RIGHT TO APPEAL THE HEAD OF SCHOOL'S DETERMINATION**

The parents and/or guardians (or, if at least 18 years of age, the student) shall have ten (10) days from the Head of School's written expulsion determination to submit a written request of appeal to the Executive Director of Baxter Academy.

In response to the written request for an appeal, the EXECUTIVE DIRECTOR of Baxter Academy shall convene a committee consisting of one member of the Baxter Academy Board of Directors, one member of the School's local advisory board and the EXECUTIVE DIRECTOR. The committee members appointed will be knowledgeable about the School's bases for expulsion and the procedures regarding expulsion. The committee shall have the right to rescind or modify the expulsion.

The committee shall convene a hearing on the appeal within ten (10) days of receipt of a timely written request for an appeal.

At the hearing on the appeal, the student shall have the right to counsel and the right to present evidence. The committee will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interests of the student and the School. That decision shall be final.

Denial of Readmission: See standards for denial of readmission below.

### **RE-ADMISSION REQUIREMENTS**

Baxter Academy schools are schools of choice. Students who choose to enroll at BA must seek re-admission on an annual basis. The BA charter sets out the school's policy for re-admitting students for all schools as follows:

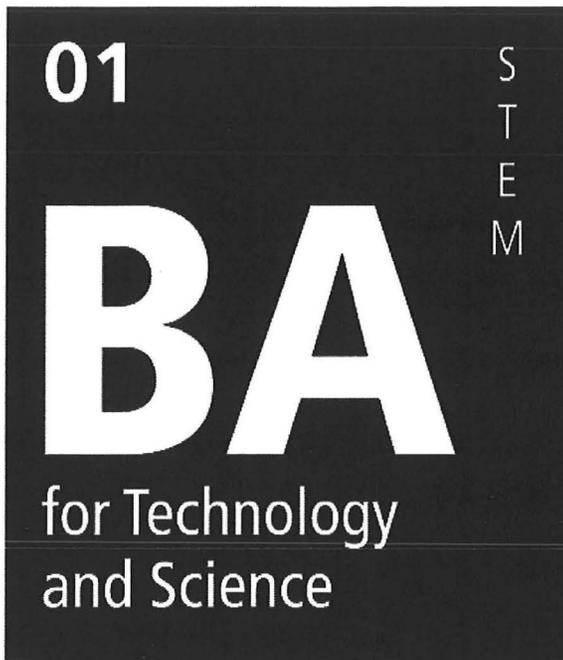
Baxter Academy will evaluate the performance of all enrollees annually and consider each for readmission. The established criteria for evaluating students who seek readmission include consideration of the following:

- Violation by a student and/or parent/guardian of a policy or procedure as set forth in this Parent/Student handbook.
- Abusive behavior or treatment by students or their parents of another, including

- other members of the student body, staff, faculty, and administrators.
- When the student and/or her/his parents/guardians have demonstrated s/he and/or they do not value his/her place at the school.
  - Whether or not the student and student's family reasonably continue to demonstrate a commitment to the Baxter Academy program.
  - When expulsion and/or the loss of an invitation to return to the schools is in the greater interest of the school community.

After consultation with faculty, staff and other school related individuals, the Director of each school bears ultimate responsibility for all readmission decisions. Based upon consultations, a review of a student's and/or parents/guardians' acts and omissions based on the above governing documents, and upon staff observation, readmission to the BA Village schools may not be allowed.

# SCHOOL EMERGENCY And CRISIS RESPONSE PLAN



# Baxter Academy

for Technology and Science

## Promulgation Statement

*Baxter Academy* is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, the School Board has asked for a thorough review of *Baxter Academy* emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human caused disasters.

The School Emergency and Crisis Response Plan that follows is the official policy of *Baxter Academy*. It is a result of a comprehensive review and update of school policies in the context of its location in *Portland, Maine* and in the current world situation. We support its recommendations and commit the school's resources to ongoing training, exercises, and maintenance required to keep it current. This plan is a blueprint that relies on the commitment and expertise of individuals within and outside of the school community. Furthermore, clear communication with emergency management officials and ongoing monitoring of emergency management practices and advisories is essential.

---

EXECUTIVE DIRECTOR

---

DATE

---

LOCAL EMERGENCY MANAGEMENT

---

DATE

## Approval and Implementation

### Emergency and Crisis Response Plan

This Emergency and Crisis Response Plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

\_\_\_\_\_  
HEAD of SCHOOL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD of DIRECTORS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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- Structural Failure
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## A. INTRODUCTION

### 1. Authority

A. Federal: 10 CFR 350; (Nuclear Regulation) NUREG-0654; FEMA-REP-1, Revision 1 Regarding Mandated Emergency Response Plans and Emergency Planning Zones

B. State: Public Act 94-600 School Safety Drill Act; 29 Illinois Administrative Code 1500 (School Emergency and Crisis Response Plans); 77 Illinois Administrative Code 527 (Physical Fitness Facility Medical Emergency Preparedness Code)

C. Local:

D. School Board:

### 2. Purpose

A. This Basic Plan outlines *Baxter Academy* approach to emergency management and operations. It has been developed to assist *Baxter Academy* protect its staff and students during an emergency situation. This plan takes an all-hazard approach to emergency management and plans for mitigation/prevention, preparedness, response, and recovery.

### 3. Mission and Goals

A. The mission of *Baxter Academy* in an emergency/disaster is to:

1. Protect lives and property
2. Respond to emergencies promptly and properly
3. Coordinate with local emergency operations plans and community resources
4. Aid in recovery from disasters

B. The goals of *Baxter Academy* are to:

1. Provide emergency response plans, services, and supplies for all facilities and employees
2. Ensure the safety and supervision of students, faculty, staff and visitors to the school.
3. Restore normal services as quickly as possible
4. Coordinate the use of school personnel and facilities
5. Provide detailed and accurate documentation of emergencies to aid in the recovery process

### 1. Explanation of Terms

#### A. Acronyms

- |    |      |                                    |
|----|------|------------------------------------|
| 1. | AED  | Automated External Defibrillator   |
| 2. | CERT | Community Emergency Response Team  |
| 3. | CFR  | Code of Federal Regulations        |
| 4. | CPR  | Cardio-Pulmonary Resuscitation     |
| 5. | EOC  | Emergency Operations Center        |
| 6. | EOPT | Emergency Operations Planning Team |
| 7. | EPI  | Emergency Public information       |

8.	FEMA	Federal Emergency Management Agency
9.	Hazmat	Hazardous Material
10.	IC	Incident Commander
11.	ICP	Incident Command Post
12.	ICS	Incident Command System
13.	NIMS	National Incident Management System
14.	SC	School Commander
15.	SOPs	Standard Operating Procedures
16.	UC	Unified Command

## B. Definitions

### 1. Emergency Public Information (EPI)

This includes any information that is disseminated to the public via the news media before, during and/or after an emergency or disaster.

### 2. Emergency Situation

As used in this plan, this term is intended to describe a range of situations, from a specific isolated emergency to a major disaster.

### 3. Emergency

Defined as any incident human-caused or natural that requires responsive action to protect lives and property. An emergency is a situation that can be both limited in scope and potential effects or impact a large area with actual or potentially severe effects.

Characteristics of an emergency include:

A. Involves a limited or large area, limited or large population, or important facilities.

B. Evacuation or in-place sheltering is typically limited to the immediate area of the emergency.

C. Warning and public instructions are provided in the immediate area, not communitywide.

D. One or more local response agencies or departments acting under an IC normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.

E. May require external assistance from other local response agencies or contractors.

F. May require community-wide warning and public instructions.

G. The EOC may be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

### 4. Disaster

A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

- A. Involves a large area, a sizable population, and/or important facilities.
  - B. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
  - C. Requires community-wide warning and public instructions.
  - D. Requires a response by all local response agencies operating under one or more ICs.
  - E. Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
  - F. The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
5. **Hazard Analysis**  
A document published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
6. **Hazardous Material (Hazmat)**  
A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. It can be toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Hazmat include toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
1. **Inter-local agreement**  
These are arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as a mutual aid agreement.
2. **Standard Operating Procedures (SOP)**  
SOP's are approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level.

**B. SITUATION AND ASSUMPTIONS**

**1. Situation**

A. *Baxter Academy* is exposed to many hazards, all of which have the potential for disrupting the school community, causing casualties, and damaging or destroying public or private property. A summary of the major hazards is provided in Figure 1. More detailed information is provided in a Hazard Analysis, published separately.

B. The school's current enrollment is approximately \_\_\_\_\_ students. The school's current enrollment of students with special needs is approximately \_\_\_\_\_. Special needs students are located in the following building(s) / room(s): \_\_\_\_\_  
\_\_\_\_\_

The school's staff is comprised of:

- \_\_\_\_\_ teachers
- \_\_\_\_\_ administrators
- \_\_\_\_\_ office/support staff
- \_\_\_\_\_ aides
- \_\_\_\_\_ cafeteria staff
- \_\_\_\_\_ custodial staff

C. The school employs approximately \_\_\_\_\_ people with special needs. Employees with special needs are located in the following building(s)/room(s): \_\_\_\_\_  
\_\_\_\_\_

D. The list of students and teachers with special needs and the person assigned to assist them during drills, exercises and emergencies is located in Appendix 16.

E. The school has a master schedule of where classes and grade levels are located during the day. The master schedule is located in Appendix 12.

**2. Building Information**

A. *Baxter Academy* is made up of \_\_\_\_1\_\_\_\_ building(s).

B. The school consists of a main campus located at

54 YORK STREET PORTLAND MAINE

C. The school also includes the following buildings:  
\_\_\_\_\_  
\_\_\_\_\_

D. A map of the buildings annotated with evacuation routes, shelter

locations, fire alarm pull stations, fire hydrants, fire extinguishers, first aid kits, hazardous materials storage, and utility shut offs is included in Appendix 4.

**3. Hazard Analysis**

A. A summary of the major hazards is provided in Figure 1. A complete hazard analysis and security audit has been completed for *Baxter Academy*. After reviewing the school's hazard analysis and security audit, it appears that the school is most likely to be affected by:

B. THIS IS A SAMPLE LIST OF POSSIBLE EVENTS. THE ACTUAL ANALYSIS OF THE INDIVIDUAL SCHOOL BUILDING WILL YEILD A SIMILAR OR COMPLETELY DIFFERENT LIST)

1. Earthquake, Flash Flooding, Flooding (River or Tidal), Tornado, Wildfire, Winter Storm, Chemical / Hazardous Materials, Dam Failure, Fire, Nuclear Facility Incident, Power Outage, Water System Failure, Accidents (Transportation), Medical Emergency, Mass-Contamination, Apparent Suicide, Bomb Threat, Civil Disorder, Death on Campus, Explosion, Hostage Situation, Intruder, Kidnapping / Abduction, Report of Weapon on Campus, and Sexual Assault.

**Figure 1: HAZARD SUMMARY**

	Frequency	Magnitude	Warning time	Severity	Risk Priority
<b>Hazard Type:</b>					
<i>Natural</i>					
Earthquake	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Flooding (flash flood, river or tidal)	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Tornado	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low

Wildfire	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Winter Storm	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
<i>Human Made</i>					
Chemical/Hazardous Materials	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Dam Failure	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Fire	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Nuclear Facility Incident	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Power Outage	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Water System Failure	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Accidents (transportation)	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low

Medical Emergency	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Mass Contamination	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Apparent Suicide	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Bomb Threat	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Civil Disorder	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Death on Campus	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Explosion	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Hostage Situation	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Intruder	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low

Kidnapping/abduction	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Report of weapon on campus	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Sexual Assault	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Terrorism	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low
Weapons Assault	4 Highly likely 3 Likely 2 Possible 1 Unlikely	4 Catastrophic 3 Critical 2 Limited 1 Negligible	4 Minimal 3 6-12 hours 2 12-24 hours 1 24+ hours	4 Catastrophic 3 Critical 2 Limited 1 Negligible	High Medium Low

1. **Assumptions**

Assumptions reveal the limitations of the Emergency and Crisis Response Plan by identifying what was assumed to be true during development. These allow users to foresee the need to deviate from the plan if certain assumptions prove not to be true during operations.

A. **Baxter Academy** will continue to be exposed to and subject to the impact of those hazards described in the Hazard Summary, as well as, lesser hazards and others that may develop in the future.

B. It is possible for a major disaster to occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.

C. A single site emergency, i.e. fire, gas main breakage, etc, could occur at any time without warning and the employees of the school affected cannot, and should not, wait for direction from your local response agencies. Action is required immediately to save lives and protect school property.

D. Following a major or catastrophic event, the school will have to rely on its own resources to be self-sustaining for up to 72 hours.

E. There may be a number of injuries of varying degrees of

seriousness to faculty, staff and/or students. However, rapid and appropriate response will reduce the number and severity of injury.

F. Outside assistance will be available in most emergency situations. Since it takes time to summon external assistance, it is essential for this school to be prepared to carry out the initial emergency response on an independent basis.

G. Proper mitigation actions, such as creating a positive school environment, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of staff, students and other personnel, and conducting periodic emergency drills and exercises can improve this school's readiness to deal with emergency situations.

H. A spirit of volunteerism among school employees, students and families will result in their providing assistance and support to emergency response efforts.

## 5. **Limitations**

A. It is the policy of *Baxter Academy* that no guarantee is implied by this plan of a perfect response system. As personnel and resources may be overwhelmed, *Baxter Academy* can only endeavor to make every reasonable effort to respond to the situation, with the resources and information available at the time.

## C. **CONCEPT OF OPERATIONS**

### 1. **Objectives**

A. The objectives of school emergency operations program are to protect the lives and well-being of its students and staff through the prompt and timely response of trained school personnel should an emergency affect the school. To meet these objectives, the school shall establish and maintain a comprehensive emergency operations program that includes plans and procedures, hazard analysis, security audits, training and exercise, and plan review and maintenance.

### 2. **General**

A. It is the responsibility of *Baxter Academy* officials to protect students and staff from the effects of hazardous events. This involves having the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect school.

B. It is the responsibility of the school to provide in-service emergency response education for all school and office personnel.

C. It is the responsibility of the School Principal, or a designated person, to conduct drills and exercises to prepare school personnel as well as students for an emergency situation.

D. To achieve the necessary objectives, an emergency program has

been organized that is both integrated (employs the resources of the district, school, local emergency responders, organized volunteer groups, and businesses) and comprehensive (addresses mitigation/prevention, preparedness, response, and recovery). This plan is one element of the preparedness activities.

E. This plan is based on a multi-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and identifies immediate action functional protocols as well as guidelines for responding to specific types of incidents.

F. The Incident Command System (ICS) will be used to manage all emergencies that occur within the district/school . We encourage the use of ICS to perform non-emergency tasks to promote familiarity with the system. All district and site personnel should be trained in ICS.

G. The National Incident Management System (NIMS) establishes a uniform set of processes, protocols, and procedures that all emergency responders, at every level of government, will use to conduct response actions. This system ensures that those involved in emergency response operations understand what their roles are and have the tools they need to be effective.

H. According to the U.S. Department of Homeland Security, school districts are among local agencies that must comply with NIMS. Compliance can be achieved through coordination with other components of local government and adoption of ICS to manage emergencies in schools. School district participation in local government's NIMS preparedness program is essential to ensure that emergency responder services are delivered to schools in a timely and effective manner. *Baxter Academy* recognizes that staff and students will be first responders during an emergency. Adopting NIMS will enable staff and students to respond more effectively to an emergency and enhance communication between first responders and emergency responders. *Baxter Academy* will work with its local government to become NIMS compliant. NIMS compliance for school districts includes the following:

1. Institutionalize the use of the Incident Command System – Staff and students tasked in the plan will receive ICS-100 training. ICS-100 is a web-based course available free from the Emergency Management Institute. All persons tasked in the Basic Plan or annexes will take the ICS-100 course.

2. Complete NIMS awareness course IS-700 NIMS: An Introduction. IS-700 is a web-based course available free from the Emergency Management Institute at: (<http://training.fema.gov/EMIWeb/IS/is700>). . All persons tasked in the Basic Plan or annexes will take the IS-700 course.

3. Participate in local government's NIMS preparedness program.

I. Personnel tasked in this plan are expected to develop and keep

current standard operating procedures (SOP) that describe how emergency tasks will be performed. The school is charged with insuring the training and equipment necessary for an appropriate response are in place.

J. This plan is based upon the concept that the emergency functions that must be performed by the school generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

### 3. Operational Guidance

#### A. Initial Response

1. School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

2. The Principal will be responsible for activating the school emergency operations plan and the initial response which may include:

- a. **Evacuation** – When conditions are safer outside than inside a building. Requires all staff and students to leave the building immediately.
- b. **Reverse Evacuation** – When conditions are safer inside a building than outside. Requires all staff and student to go to safe places in the building from outside the building.
- c. **Lock down** – When a person or situation presents an immediate threat to students and staff in the building. All exterior doors and classroom doors are locked and students and staff stay in their offices, work areas and classrooms.
- d. **Shelter-in-place** – When conditions are safer inside the building than outside. For severe weather sheltering, students and staff are held in the building safe areas and interior rooms or basement away from windows. For hazardous material release outdoors with toxic vapors, students and staff are to remain in their classrooms, windows and doors are sealed and all ventilation systems

are shut off. Limited movement is allowed.. Taking shelter inside a sealed building is highly effective in keeping students and staff safe.

e. **Drop, cover and hold** – Students and staff drop low, take cover under furniture, cover eyes, head with hands and arms and protect internal organs.

**B. Notification Procedures**

1. In case of an emergency at any district facility, the flow of information after calling 9-1-1, shall be from the school Principal to the district office. Information should include the nature of the incident and the impact, on the facility, students and staff.

2. In the event of a fire, any one discovering the fire shall activate the building fire alarm system. Unless there is a lock down incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lock down or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.

3. In the event the district is in receipt of information, such as a weather warning that may affect a school within the district, the information shall be provided to the school District Superintendent. Specific guidelines are found in the individual annexes and appendices.

**C. Training and Exercise**

1. **Baxter Academy** understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that district personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

2. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the first in-service day of the school year. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.

3. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials such as annexes and appendices. Input from all employees is encouraged.

4. **Baxter Academy** will plan for 3 Evacuation and drills during the school year.

5. **Baxter Academy** will participate in any external drills or exercises sponsored by local emergency responders. Availability of school personnel and the nature of the drill or exercise shall

govern the degree to which the district will participate as it relate to improving the school's ability to respond to and deal with emergencies.

**D. Implementation of the Incident Command System (ICS)**

1. The designated incident commander (IC) for the school will implement the ICS team and serve as the IC until relieved by a more senior or more qualified individual. The IC will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

2. For disaster situations, a specific incident site may not yet exist in the initial response phase and the local Emergency Operations Center may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an Incident Command Post may be established at the school, and direction and control of the response transitioned to the IC. This scenario would likely occur during a community wide disaster.

**E. Source and Use of Resources**

1. *Baxter Academy* will use its own resources to respond to emergency situations until emergency response personnel arrive. If additional resources are required, the following options exist:

A. Request assistance from volunteer groups active in disasters.

B. Request assistance from industry or individuals who have resources needed to assist with the emergency situation.

**4. Incident Command System**

A. *Baxter Academy* intends to employ ICS in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand.

B. The Incident Commander is responsible for carrying out the ICS function of command—managing the incident. The IC may be the Superintendent or the building Principal initially, but may transfer to the appropriate emergency responder agency official. In order to clarify the roles, the school official in charge will be known as School Commander. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the IC and one or two individuals may perform all of these functions. For larger emergencies, a number of individuals from different local emergency response agencies may be assigned to separate staff sections charged with those functions. C. In emergency situations

where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, in most circumstances there will be a transition from the normal ICS structure to a Unified Command structure. Designated individuals from one or more response agencies along with the School Commander will work jointly to carry out the response. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency.

**5. Incident Command System (ICS)—Emergency Operations Center (EOC) Interface**

A. For community-wide disasters, the EOC will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the ICP and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

B. The IC is generally responsible for field operations, including:

1. Isolating the scene.
2. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
3. Warning the district/school staff and students in the area of the incident and providing emergency instructions to them.
4. Determining and implementing protective measures (evacuation or in-place sheltering) for the district/school staff and students in the immediate area of the incident and for emergency responders at the scene.
5. Implementing traffic control arrangements in and around the incident scene.
6. Requesting additional resources from the EOC.
7. The EOC is generally responsible for:
  - a. Providing resource support for the incident command operations.
  - b. Issuing community-wide warning.
  - c. Issuing instructions and providing information to the general public.
  - d. Organizing and implementing large-scale evacuation.
8. Organizing and implementing shelter and massive arrangements for evacuees.
9. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated

scenes. In such situations, more than one incident command operation may be established. If this situation occurs, it is particularly important that the allocation of resources to specific field operations be coordinated through the EOC.

**6. Activities by Phases of Emergency Management**

A. This plan addresses emergency actions that are conducted during all four phases of emergency management.

B. Mitigation/Prevention

1. *Baxter Academy* will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

2. Hazard Analysis
3. Identifying hazards
4. Recording hazards
5. Analyzing hazards
6. Mitigating/preventing hazards
7. Monitoring hazards
8. Security Audit

C. Preparedness

1. Preparedness activities will be conducted to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in the emergency operations program are:

- a. Providing emergency equipment and facilities.
- b. Emergency planning, including maintaining this plan, its annexes, and appendices.
- c. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
- d. Conducting periodic drills and exercises to test emergency plans and training.
- e. Completing an After Action Review after drills, exercises and actual emergencies.
- f. Revise plan as necessary.

D. Response

1. *Baxter Academy* will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

E. Recovery

1. If a disaster occurs, \_\_\_\_\_ will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

F. Emergencies Occurring During Summer or Other School Breaks

1. If a school administrator or other emergency response team member is notified of an emergency during the summer (or when affected students are off-track if they attend year-round schools), the response usually will be one of limited school involvement. In that case, the following steps should be taken:

- a. Institute the phone tree to disseminate information to Emergency Response Team members and request a meeting of all available members. The phone tree is located in Appendix 6.
- b. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
- c. Notify staff or families of students identified in #2 and recommend community resources for support.
- d. Notify general faculty/staff by letter or telephone with appropriate information.
- e. Schedule faculty meeting for an update the week before students return to school.
- f. Be alert for repercussions among students and staff. When school reconvenes, check core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

## **D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

### **1. Organization**

#### **A. General**

Most schools have emergency functions in addition to their normal day-to-day duties. During emergency situations, the normal organizational arrangements are modified to facilitate emergency operations. School organization for emergencies includes an executive group, emergency operations planning team, emergency response teams, emergency services, and support services.

#### **B. Executive Group**

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the School Board, District Superintendent, District Emergency Management Coordinator, and School Principal.

#### **C. Emergency Operations Planning Team**

The Emergency Operations Planning Team develops emergency operations plan for the district or schools, coordinates with local emergency services to develop functional annexes as well as annexes for specific hazards, coordinates (Insert School Name) planning activities and recruits members of the school's emergency response teams. There will be an EOPT at the district level and planning team at each school. The Emergency Operations Planning Team at the school level includes District Emergency Management Coordinator, Principal, School Resource Officer, Counselor(s), and Nurse(s). The emergency operations planning team members are listed in Appendix 7.

#### **D. Emergency Response Team**

Emergency Response Teams assist the Incident Commander in managing an emergency and providing care for school employees, students and visitors before local emergency services arrive or in the event of normal local emergency services being unavailable. The Emergency Response Teams include \_\_\_\_\_

#### **E. Volunteer and Other Services**

This group includes organized volunteer groups and businesses who have agreed to provide certain support for emergency operations.

### **2. Assignment of Responsibilities**

#### **A. General**

1. For most emergency functions, successful operations require a coordinated effort from a number of personnel. To facilitate a coordinated effort, district and school staff, and other school personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the school that possesses the most appropriate

knowledge and skills. Other school personnel may be assigned support responsibilities for specific emergency functions. A skills inventory for personnel is located in Appendix 12.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Listed below are general responsibilities assigned to the, Teachers, Emergency Services, and Support Services. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.

**B. Executive Group Responsibilities**

**1. The Board**

- a. Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- b. Review school construction and renovation projects for safety.
- c. Appoint a district Emergency Management Coordinator to assist in planning and review.

**2. The Executive Director**

- a. Obtain a resolution from the local school board giving needed authority and support to develop school emergency operations programs and plans.
- b. Initiate, administer, and evaluate emergency operations programs to ensure the coordinated response of all schools within the system.
- c. Authorize implementation of emergency preparedness curriculum.
- d. Meet and talk with the parents of students and spouses of adults who have been admitted to the hospital.
- e. Assign resources (persons and materials) to various sites for specific needs. This may include the assignment of school personnel from other school or community sites such as community emergency shelters.
- f. Authorize immediate purchase of outside services and materials needed for the management of emergency situations.
- g. Implement the policies and decisions of the governing body relating to emergency management.
- h. Coordinate use of school building(s) as public shelter(s) for major emergencies occurring in the city or county/
- i. Coordinate emergency assistance and recovery.

**3. The Executive Director**

- a. Establish a school emergency operations plan review committee to approve and coordinate all emergency

response plans.

- b. Consult with the local Emergency Management Office to analyze system needs in regard to emergency preparedness, planning and education and to ensure coordination of the school plan with community emergency plans.
- c. Develop and coordinate in-service emergency response education for all school personnel.
- d. Gather information from all aspects of the emergency for use in making decisions about the management of the emergency.
- e. Monitor the emergency response during emergency situations and provide direction where appropriate. Stay in contact with the leaders of the emergency service agencies working with the emergency.
- f. Request assistance from local emergency services when necessary.
- g. Serve as the staff advisor to the superintendent and principal on emergency management matters.
- h. Keep the superintendent and principal apprised of the preparedness status and emergency management needs.
- i. Coordinate local planning and preparedness activities and the maintenance of this plan.
- j. Prepare and maintain a resource inventory.
- k. Arrange appropriate training for district emergency management personnel and emergency responders.
- l. Coordinate periodic emergency exercises to test emergency plans and training.
- m. Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- n. Serve as the school's Emergency Management Coordinator.
- o. Organize the school's emergency management program and identify personnel, equipment, and facility needs.
- p. Encourage incorporation of emergency preparedness material into regular Curriculum.
- q. Provide copies of the school plan to the district superintendent and local Emergency Management office.
- r. Monitor developing situations such as weather conditions or incidents in the community that may impact the school.
- s. Create Critical Incident Response Kits for each school with appropriate maps, floor plans, faculty and student rosters, photos, bus routes, and other pertinent

information to help manage the emergency

t. Establish an Incident Command Post

**4. The School Director**

a. Have overall decision-making authority in the event of an emergency at his/her school building until emergency services arrives.

b. With the assistance of the Public Information Officer, keep the public informed during emergency situations.

c. Keep school board informed of emergency status.

d. Coordinate with organized volunteer groups and businesses regarding emergency operations.

e. Ensure that the plan is coordinated with the district's plans and policies.

f. Assign selected staff members to the Emergency Operations Planning Team who will develop the school's emergency operations plan.

g. Ensure that school personnel and students participate in emergency planning, training, and exercise activities.

h. Conduct drills and initiate needed plan revisions based on After Action Reports.

i. Assign school emergency responsibilities to staff as required. Such responsibilities include but are not limited to:

1. Provide instruction on any special communications equipment or night call systems used to notify first responders.

2. Appoint monitors to assist in proper evacuation.

3. Ensure that all exits are operable at all times while the building is occupied.

4. Ensure a preplanned area of rescue assistance for students and other persons with disabilities within the building readily accessible to rescuers.

j. Act as Incident Commander until relieved by a more qualified person or the appropriate emergency responder agency, and assist in a Unified Command.

**5. Emergency Operations Planning Team will:**

a. In conjunction with the district and local emergency services create and maintain the Emergency Operations Plan.

b. In conjunction with the district and local emergency management officials, conduct a hazard analysis.

c. Organize Emergency Response Teams.

- d. Recommend training for the Emergency Response Teams.
- e. Establish a partner system to pair teachers and classes so that teachers assigned to an Emergency Response Team, can fulfill the duties. The classroom buddy list is located in Appendix 5.
- f. Provide information to staff, student and community on emergency procedures.
- g. Provide assistance during an emergency in accordance with designated roles.
- h. Conduct debriefings at the conclusion of each emergency to critique the effectiveness of the emergency operations plan.

**6. Emergency Response Teams will:**

- a. Participate in the Community Emergency Response Team (CERT) program.
- b. Create annexes for their specific emergency function.
- c. Assist the superintendent and principal during an emergency by providing support and care for school employees, students and visitors during an emergency before local emergency services arrive or in the event of normal local emergency services being unavailable.
- d. Provide the following functions when necessary and when performing their assigned function will not put them in harm's way:
  - 1. Facility evacuation - The Evacuation team will be trained to assist in the evacuation of all school facilities and to coordinate the assembly and the accountability of the employees and students once and evacuation has taken place.
  - 2. First aid - The First Aid team will be trained to provide basic first aid to injured students and/or staff.
  - 3. Search and rescue - The Search and Rescue team will be trained in search and rescue operations. They will perform light search and rescue to find missing or trapped students and/or staff and note and record the situation for other responders.
  - 4. Limited fire suppression - The Limited Fire Suppression team will be trained to provide light fire suppression and provide utility shut-off if necessary.
  - 5. Damage assessment - The Damage Assessment team will be trained to conduct a

building assessment of school buildings to evaluate whether or the building(s) are safe for occupation.

6. Student/Parent Reunification - The Student/Parent Reunification team will establish sites for the orderly dismissal of students to their parents.

7. Student supervision - The Student/Staff Supervision team will be responsible for supervising the students while emergency response activities are occurring.

8. Support and security - The Support and Security team will be responsible for securing the school grounds and make preparations for caring for students until it is safe to release them.

**7. Teachers will:**

- a. Prepare classroom emergency Go Kits.
- b. Participate in trainings, drills and exercises.
- c. Direct and supervise students en-route to pre-designated safe areas within the school grounds or to an off-site evacuation shelter.
- d. Check visually rooms and areas along the path of exit for persons who may not have received the evacuation notice. This process should not disrupt the free flow of students out of the building.
- e. Maintain order while in student assembly area.
- f. Verify the location and status of every student. Report to the incident commander or designee on the condition of any student that needs additional assistance.
- g. Establish a buddy system for students and teachers with disabilities.
- h. Remain with assigned students throughout the duration on the emergency, unless otherwise assigned through a partner system or until every student has been released through the official "student/family reunification process."

**8. Technology/Information Services will:**

- a. Coordinate use of technology.
- b. Assist in establishment/maintenance of emergency communications network.
- c. Assist in obtaining needed student and staff information from the computer files.
- d. Prepare and maintain an emergency kit that contains floor plans, telephone line locations, computer locations, and other communications equipment.
- e. Establish and maintain computer communication with the central office and with other agencies capable of such communication.

- f. Establish and maintain, as needed, a stand-alone computer with student and staff data base for use at the emergency site.
  - g. As needed, report various sites involved in the communication system if there are problems in that system.
- 9. Transportation will:**
- a. Establish and maintain school division protocols for transportation-related emergencies.
  - b. Provide division-wide transportation for bus drivers.
  - c. Establish and maintain plans for the emergency transport of district personnel and students
  - d. Train all drivers and transportation supervisory personnel in emergency protocols involving buses and the school's emergency operations plan.
- 10. The School Incident Commander will:**
- a. Assume command and manage emergency response resources and operations at the incident command post to resolve the emergency situation until relieved by a more qualified person or the appropriate emergency response agency official.
  - b. Assess the situation, establish objectives and develop an emergency action plan.
  - c. Determine and implement required protective actions for school response personnel and the public at an incident site.
  - d. Appoint additional staff to assist as necessary.
  - e. Work with emergency services agencies in a Unified Command.

**E. DIRECTION and CONTROL**

**1. General**

- A. The Director is responsible for establishing objectives and policies for emergency operations and providing general guidance for emergency response and recovery operations. In most situations, the Principal will assume the role of Incident Commander. During disasters, he/she may carry out those responsibilities from the ICP.
- B. The District Emergency Management Coordinator will provide overall direction of the response activities of the school. During emergencies and disaster, he/she will normally carry out those responsibilities from the ICP.
- C. The Incident Commander assisted by a staff sufficient for the tasks to be performed, will manage the emergency response from the Incident Command Post until local emergency services arrive.
- D. During emergency operations, the school administration retains administrative and policy control over their employees and equipment.

However, personnel and equipment to carry out mission assignments are directed by the Incident Commander. Each emergency services agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such as a common communications protocol and Unified Command, may be adopted to facilitate a coordinated effort.

E. If the school's own resources are insufficient or inappropriate to deal with an emergency situation, assistance from local emergency services, organized volunteer groups, or the State should be requested.

**2. Emergency Facilities**

A. Incident Command Post

1. School Incident Command post should be established on scene away from risk of damage from the emergency. Pre-determined sites for command posts outside the school building will be identified in cooperation with local emergency responder agencies. Initially, the ICP will most likely be located in the main office of the school, but alternate locations must be identified if the incident is occurring at that office.

2. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an Incident Command Post or command posts will be established in the vicinity of the incident site(s). As noted previously, the Incident Commander will be responsible for directing the emergency response and managing the resources at the incident scene.

**3. Continuity of School Administration**

A. The line of succession for the Director is:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

B. The lines of succession for each position shall be in accordance with the SOPs established by the school.

**F. READINESS LEVELS**

**1. Readiness Levels**

Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. A five-tier system is utilized. Readiness Levels will be determined by the Principal. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.

**2. Readiness Action Level Descriptions**

A. The following readiness action levels will be used as a means of

increasing the school's alert posture. (Based on the U.S. Department of Homeland Security.) Suggested by the U.S. Department of Education)

1. Green – Low
  - a. Assess and update emergency operations plans and procedures.
  - b. Discuss updates to school and local emergency operations plans with emergency responders
  - c. Review duties and responsibilities of emergency response team members.
  - d. Provide CPR and first aid training for staff.
  - e. Conduct training and drills.
  - f. Conduct 100% visitor ID check
2. Blue - Increased Readiness
  - a. Review and upgrade security measures
  - b. Review emergency communication plan
  - c. Inventory, test, and repair communication equipment.
  - d. Inventory and restock emergency supplies
  - e. Conduct emergency operations training and drills
3. Yellow – Elevated
  - a. Inspect school buildings and grounds for suspicious activities.
  - b. Assess increased risk with public safety officials.
  - c. Review crisis response plans with school staff.
  - d. Test alternative communications capabilities.
4. Orange – High
  - a. Assign staff to monitor entrances at all times.
  - b. Assess facility security measures.
  - c. Update parents on preparedness efforts.
  - d. Update media on preparedness efforts.
  - e. Address student fears concerning possible emergency.
  - f. Place school and district emergency response teams on standby alert status.
5. Red – Severe
  - a. Follow local and/or federal government instructions (listen to radio/TV).
  - b. Activate emergency operations plan.
  - c. Restrict school access to essential personnel.
  - d. Cancel outside activities and field trips.
  - e. Provide mental health services to anxious students and staff

## **G. ADMINISTRATION and SUPPORT**

### **1. Agreements and Contracts**

A. Should school resources prove to be inadequate during an emergency; requests will be made for assistance from local emergency services, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the school district officials authorized to request assistance pursuant to those documents.

B. The agreements and contracts pertinent to emergency management that this school is party to are summarized in Appendix 1.

## 2. Reports

### A. Initial Emergency Report

This short report should be prepared and transmitted by the Principal from the Incident Command Post when an on-going emergency incident appears likely to worsen and assistance from local emergency services may be needed.

### B. Situation Report

A daily situation report should be prepared and distributed by the Principal from the Incident Command Post during major emergencies or disasters.

### C. Other Reports

Several other reports covering specific functions are described in the annexes to this plan.

## 3. Records

### A. Record Keeping for Emergency Operations

*Baxter Academy* is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

### B. Activity Logs

1. The ICP and the district office shall maintain accurate logs recording key response activities, including:

- a. Activation or deactivation of emergency facilities.
- b. Emergency notifications to local emergency services.
- c. Significant changes in the emergency situation.
- d. Major commitments of resources or requests for additional resources from external sources.
- e. Issuance of protective action recommendations to the staff and students.
- f. Evacuations.
- g. Casualties.
- h. Containment or termination of the incident.

**4. Incident Costs**

A. The school shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future school budgets.

**5. Emergency or Disaster Costs**

A. For major emergencies or disasters, the school participating in the emergency response shall maintain detailed records of costs for emergency operations to include:

1. Personnel costs, especially overtime costs
2. Equipment operations costs
3. Costs for leased or rented equipment
4. Costs for contract services to support emergency operations
5. Costs of specialized supplies expended for emergency operations
6. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

**6. Preservation of Records**

A. In order to continue normal school operations following an emergency situation, vital records must be protected. These include legal documents, student files as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Personnel responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.

B. If records are damaged during an emergency situation, this school will seek professional assistance to preserve and restore them.

**7. Post-Incident and Exercise Review**

A. The Superintendent, District Emergency Management Coordinator, Emergency Operations Planning Team, and Emergency Response Teams are responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The critique will entail both written and verbal input from all appropriate participants. Where deficiencies are identified, school personnel will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

**H. PLAN DEVELOPMENT and MAINTENANCE**

**1. Plan Development and Distribution of Planning Documents**

A. The Emergency Operations Planning Team is responsible for the

overall development and completion of the Emergency Operations Plan, including annexes. The school Superintendent is responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The Superintendent shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those tasked in this document. Copies should also be set aside for the EOC and other emergency facilities.

2. The Basic Plan should include a distribution list that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes the emergency management organization and basic operational concepts. The distribution list for the Basic Plan is located in Appendix 14.

C. Review

1. The Basic Plan and its annexes shall be reviewed annually by the School Emergency Operations Planning Team, emergency response agencies, and others deemed appropriate by school administration. The Superintendent will establish a schedule for annual review of planning documents.

2. Update

a. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or school structure occur.

b. The Basic Plan and its annexes must be revised or updated as necessary. Responsibility for revising or updating the Basic Plan is assigned to the Emergency Operations Planning Team.

c. The Superintendent is responsible for distributing all revised or updated planning documents to all departments, agencies, and individuals tasked in those documents.

**I. REFERENCES**

1. Office for Domestic Preparedness Emergency Response Planning for WMD/Terrorism Incidents Technical Assistance Program
2. Arizona Department of Education School Safety Plans and Resources
3. FEMA Independent Study Program: IS 362 Multi-Hazard Emergency Planning for Schools
4. Washington State Emergency Management Division in Partnership
5. Comprehensive All Hazard Planning Guide and Model School Plan for Washington State Schools
6. U.S. Department of Education Practical Information on Crisis Planning A Guide for Schools and Communities

7. Alaska Division of Homeland Security and Emergency Management: Safe Schools Training
8. Missouri State Emergency Management Agency Missouri All-Hazards Planning Guide for Schools
9. Jane's Safe Schools Planning Guide for All Hazards
10. Los Angeles Unified School District Model Safe School Plan
11. Fairfax County Public Schools Crisis Management Workbook
12. Chicago Public Schools Emergency Management Plan
13. Georgia Emergency Management Agency Family Reunification Protocol

# APPENDIX 1

## Summary of Agreements and Contracts

*Insert applicable agreements and contracts here for **Baxter Academy***

## APPENDIX 2

### Incident Command System Summary

#### Background

ICS is a management system that can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink based on current needs. It is a uniform system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.

#### Features of ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

##### 1. Standard Management Functions

**a. Command:** Sets objectives and priorities and has overall responsibility at the incident or event.

**b. Operations:** Conducts tactical operations, develops the tactical objectives, and organizes and directs all resources.

**c. Planning:** Develops the action plan to accomplish the objectives, collects and evaluates information, and maintains the resource status.

**d. Logistics:** Provides support to meet incident needs, provides resources and all other services needed to support.

**e. Finance/Administration:** Monitors costs, provides accounting, procurement, time recording, and cost analysis.

2. The individual designated as the Incident Commander (IC) has responsibility for all functions. In a limited incident, the IC and one or two individuals may perform all functions. In a larger emergency situation, each function may be assigned to a separate individual.

3. Management By Objectives. At each incident, the management staff is expected to understand agency or jurisdiction policy and guidance, establish incident objectives, select an appropriate strategy to deal with the incident, develop an action plan and provide operational guidance—select tactics appropriate to the strategy and direct available resources.

4. Unity and Chain of Command. Unity of command means that even though an incident command operation is a temporary organization, every individual should be assigned a designated supervisor. Chain of command means that there is an orderly line of authority within the organization with only one Incident Commander and each person reporting to only one supervisor.

5. Organizational Flexibility. Within the basic ICS structure (depicted in Appendix 2), the organization should at any given time include only what is required to meet planned objectives. The size of the organization is determined through the incident action planning process. Each element of the organization should have someone in charge; in some cases, a single individual may be in charge of more than one unit. Resources are activated as needed and resources that are no longer needed are demobilized.

6. Common Terminology. In ICS, common terminology is used for organizational elements, position titles, resources, and facilities. This facilitates communication among personnel from different emergency services, agencies, and jurisdictions.

7. Limited Span of Control. Span of control is the number of individuals one supervisor can realistically manage. Maintaining an effective span of control is particularly important where safety is paramount. If a supervisor is supervising fewer than 3 subordinates or more than 7, the existing organization structure should be reviewed.

8. Personnel Accountability. Continuous personnel accountability is achieved by using a resource unit to track personnel and equipment, keeping an activity log, ensuring each person has a single supervisor, check in/out procedures, and preparing assignment lists.

9. Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. An Incident Briefing Form may be used on smaller incidents.

Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.

10. Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.

11. Resource Management. Resources may be managed as single resources or organized in task forces or strike teams. The status of resources is tracked in three categories: assigned, available, and out of service.

## **Unified Command**

1. Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements to respond to certain types of incidents.

2. ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

# APPENDIX 3

## Incident Command Structure

Insert ICS staff assignments and back-up personnel assignments here

---

### School Commander

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Alternate School Commander(s)

### Public Information Officer

---

#### Alternates

1. \_\_\_\_\_  
2. \_\_\_\_\_

*Acts as a liaison between school and public (including media)*

### Safety Officer

---

#### Alternates

1. \_\_\_\_\_  
2. \_\_\_\_\_

*Ensures the safety of the students, staff, and others on campus is the highest priority*

### Liaison Officer

---

#### Alternates

1. \_\_\_\_\_  
2. \_\_\_\_\_

*Acts as a point of coordination between the Incident Command and other public agencies and organizations (Ex: Red Cross, police, fire dept. etc.)*

### Operations

---

#### Alternates

1. \_\_\_\_\_ 2. \_\_\_\_\_

*Handles all emergency response jobs, including taking care of students as well as handling the challenges of the emergency*

### Planning

---

#### Alternates

1. \_\_\_\_\_  
2. \_\_\_\_\_

*Responsible for tracking both available and needed resources, assessing the changing situation, documenting the response, and managing the large site map at the Command Post*

### **Logistics**

---

#### **Alternates**

1. \_\_\_\_\_
2. \_\_\_\_\_

*Manages personnel, supplies, and equipment. During a response, the Logistics Team is responsible for handing out supplies and equipment, deploying unassigned people for work.*

### **Finance & Administration**

---

#### **Alternates**

1. \_\_\_\_\_
2. \_\_\_\_\_

*Responsible for buying materials and keeping financial records of expenditures and employee hours*

## **APPENDIX 4**

### **Campus Map**

*Insert map of campus and surrounding area. At minimum, include the following information on the map:*

- *Primary evacuation routes*
- *Alternate evacuation routes*
- *Handicap evacuation areas*
- *Utility access/shut-off for*
- *Gas*
- *Water*
- *Electricity*
- *HVAC System*
- *Telephone System*
- *Site assignments and Staging Areas*
- *Hazardous Material storage areas*
- *Heat plants/boilers*
- *Room numbers*

- *Door/window locations*
- *Any other information deemed appropriate by your planning committee*

*Note:*

- *Primary and Alternative evacuation route maps should be posted in each room of each building on campus.*
- *It is recommended that you develop a diagram of the entire campus site and surrounding areas. In an emergency, a diagram may be easier to read than blueprints. Consult with your local emergency responder agencies on what type of maps they prefer. Blueprints of the site should also be available in addition to the map or diagram. Blueprints may be necessary in certain fire or tactical situations.*

## APPENDIX 5

### Classroom Teacher Buddy List

#### Guidelines for Preparing a Buddy Teacher List

- Assign teachers in adjacent or nearby rooms as buddies.
- Review evacuation routes and procedures with entire staff.
- During an emergency, teachers should conduct a classroom status check and buddy teachers should check with each other to determine each other's health status, the need to assist with injuries, the need to stay with injured students, etc. If possible, injured students should not be left alone.
- Remember: The teachers' responsibility is to all students, but in situations that threaten the lives of all, teachers should do the greatest good for the greatest number.
- If necessary, one buddy teacher should evacuate both classrooms. In these cases, the students should exit without the teacher leading them. The teacher should stay back to check the classroom and close the door (but not lock it). If both buddy teachers are available for evacuation, one should lead and one should bring up the rear, checking briefly to make sure that both classrooms are empty and closing doors.
- Ensure that each classroom contains a "go kit" that contains the teacher's class roster and the buddy teacher's class roster.
- Immediately following student accounting, one member of each buddy team must check in at the Command Post.
- In emergency situations that do not involve evacuation, it may be necessary to move all students from one buddy's classroom into the other. One teacher is then available for assignments.
- Ensure that substitute teachers are familiar with emergency procedures and who their buddies are.





# APPENDIX 6

## Phone Tree

**Insert phone tree**

## APPENDIX 7

### Emergency Operations Planning Team

<u>Title/Name</u>	<u>Phone Number</u>	<u>Email Address</u>	<u>Other</u>
District Emergency Management Coordinator			
Principal			
School Resource/ Liaison Officer			
Building & Grounds Supervisor			
Transportation Director			
Counselor(s)			
Nurse(s)			
Other Staff			

## APPENDIX 8

### Emergency Contact Numbers

#### Public Safety Agencies Number

- General Emergency: 911
- Police/Sheriff: 207-874-8479
- Fire: 207-874-8400
- Poison Control: 1-800-222-1222
- Local Hospital: 207-662-0111

#### District Contacts Number

- Executive Director (TBD)
- Director of Finance & Development (TBD)

#### School Contacts Number

- Head of School (TBD)
- Administrative Assistant (TBD)

**NOTE:** Determine the appropriate sequence required to **dial 911** from your sites phone system.

## APPENDIX 9

### Resource Inventory

Insert resource inventory of emergency equipment.

**Include:**

- Communications equipment
- First aid supplies
- Fire fighting equipment
- Lighting
- Classroom emergency kits
- Food
- Water
- Blankets
- Maintenance supplies
- Tools

**Note:** Identify any and all available resources that may be used or may be needed in the event of emergency. Also identify the locations of these emergency supplies.

## APPENDIX 10

### Same 'School/Parent' Letter

X/XX/XXX

Dear Parents:

Should an emergency or disaster situation ever arise in our area while school is in session, we want you to be aware that the schools have made preparations to respond effectively to such situations.

Should we have a major disaster during school hours, your student(s) will be cared for at this school. Our School District has a detailed emergency operations plan which has been formulated to respond to a major catastrophe.

Your cooperation is necessary in any emergency.

1. Do not telephone the school. Telephone lines may be needed for emergency communication.
2. In the event of a serious emergency, students will be kept at their schools until they are picked up by an identified, responsible adult who has been identified as such on the school emergency card which is required to be filled out by parents at the beginning of every school year. Please be sure you consider the following criteria when you authorize another person to pick up your child at school:
  - He/she is 18 years of age or older.
  - He/she is usually home during the day.
  - He/she could walk to school, if necessary.
  - He/she is known to your child.
  - He/she is both aware and able to assume this responsibility.
3. Turn your radio to for emergency announcements. If students are to be kept at school, radio stations will be notified. If electrical service is not affected, information will be relayed via the School District cable on Channel. In addition, information regarding day-to-day school operations will be available by calling the District Office.
4. Impress upon your children the need for them to follow the directions of any school personnel in times of an emergency

Students will be released only to parents and persons identified on the School District

Emergency Card. During an extreme emergency, students will be released at designated reunion gates located on school campuses. Parents should become familiar with the School Emergency Disaster Plan and be patient and understanding with the student release process. Please instruct your student to remain at school until you or a designee arrives. Because local telephone service may be disrupted, also list an out-of-State contact on the emergency card, as calls may still be made out of the area while incoming calls are affected.

The decision to keep students at school will be based upon whether or not streets in the area are open. If this occurs, radio stations will be notified. In the event that a natural disaster takes place during the time that students are being transported, students will be kept on the bus and the driver will ask for assistance through radio contact with the school and district personnel. Any child who is home waiting for the bus will not be picked up (if roads are impassable) and remains the responsibility of the parent or guardian.

In the event a natural disaster occurs in the afternoon, the driver will make every attempt to continue delivering the students to their homes. Should road conditions prevent the driver from delivering students to their home or to school in the morning, the students will be delivered to the nearest school site and that school will communicate with the home school to inform them of the students' whereabouts.

In case of a hazardous release event (chemical spill) near the school area, Shelter-in-Place procedures will be implemented to provide in place protection. All students and staff will clear the fields, report to their rooms and all efforts will be made to prevent outside air from entering classrooms during the emergency. "Shelter-in-Place" signs will be placed in classroom windows or hung outside classroom doors during a drill or emergency. Students arriving at school during a Shelter-in-Place drill or event should report to the school office or to a previously designated area at the school because classrooms will be inaccessible.

When the dangerous incident has subsided, an all-clear signal will be given. Please discuss these matters with your immediate family. Planning ahead will help alleviate concern during emergencies.

Sincerely,  
Principal  
*Baxter Academy*

# APPENDIX 11

## Staff Skills Survey & Inventory

Name & School \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Name School Room #

During any disaster situation, it is important to be able to draw from all available resources. The special skills, training and capabilities of the staff will play a vital role in coping with the effects of any disaster incident, and they will be of paramount importance during and after a major or catastrophic disaster. The purpose of this survey/inventory is to pinpoint those staff members with equipment and the special skills that might be needed. Please indicate the areas that apply to you and return this survey to your administrator.

**PLEASE CHECK ANY OF THE FOLLOWING IN WHICH YOU HAVE EXPERTISE & TRAINING. CIRCLE YES OR NO WHERE APPROPRIATE.**

First Aid (current card yes/no)	CPR (current yes/no)	Triage	Firefighting
Construction (electrical, plumbing, carpentry, etc.)		Running/Jogging/physical fitness	
Emergency Planning	Emergency Management	Search & Rescue	
Law Enforcement	Bi/Multi-lingual (what language (s))		
Mechanical Ability	Structural Engineering	Bus/Truck Driver (CDL yes/no)	
Shelter Management	Survival Training & Techniques	Food Preparation	
Military Experience (current reserves/national guard yes/no)	CB/Ham Radio Operator	Journalism	
Camping	Waste Disposal	Recreational Leader	

DO YOU KEEP A PERSONAL EMERGENCY KIT? \_\_\_\_\_ In your car? \_\_\_\_\_ In your room? \_\_\_\_\_

DO YOU HAVE MATERIALS IN YOUR ROOM THAT WOULD BE OF USE DURING AN EMERGENCY? (i.e., athletic bibs, traffic cones, carpet squares, first aid kit, tarps, floor mats, etc.) \_\_\_\_\_ Yes \_\_\_\_\_ No

DO YOU HAVE EQUIPMENT OR ACCESS TO EQUIPMENT OR MATERIALS AT YOUR SCHOOL SITE THAT COULD BE USED AN IN EMERGENCY? \_\_\_\_\_ YES \_\_\_\_\_ NO

PLEASE LIST EQUIPMENT AND MATERIALS.

---



---

COMMENTS \_\_\_\_\_

---

WHAT WOULD MAKE YOU FEEL MORE PREPARED SHOULD A DISASTER STRIKE WHILE YOU WERE AT SCHOOL?



# APPENDIX 13

## Master Campus Schedule

Insert Master Campus Schedule

# APPENDIX 13

## Emergency Response Drill Log

School: \_\_\_\_\_ District: \_\_\_\_\_

**Date**

**Type of Drills**

**Comments**

•

# **APPENDIX 14**

## **Distribution List**

**Insert Distribution List**

# APPENDIX 15

## Security Audit

**Insert Security Audit information**

## **K. ANNEX - Restricted Information**

### **1. PLANNED RESPONSES - ACTION GUIDES**

- A. Functional Protocols-Immediate Response Actions
  - Evacuation Procedures
  - Reverse Evacuation
  - Lockdown
  - Shelter-in-Place Procedures
  - Drop, Cover and Hold Procedures
  - Off-Campus Evacuation
  - Mental Health/Crisis Intervention
  
- B. Incident Specific Procedures
  - Bomb Threat/Suspicious Packages
  - Bus Accidents
  - Fires
  - Intruder/Active Shooter/Hostage Situation
  - Nuclear Power Plant Accident
  - Severe Weather
  - Hazardous Materials Release (indoors and outdoors)
  - Earthquakes
  - Active Shooter/Armed Intruder
  - Utilities Loss or Failure
  - Media
  - Structural Failure
  - Medical Emergency
  - Public Health Emergency

## Functional Protocols (District-wide)

Functional protocols form the district-wide core responses to incidents in the Emergency and Crisis Response Plan. These are written action steps that are implemented when a crisis situation calls for specific response procedures which include:

- lockdown,
- evacuation,
- reverse evacuation,
- shelter-in place,
- duck and cover,
- family reunification,
- off-campus evacuation and
- crisis intervention (mental health)

The difference between a functional protocol and an incident specific procedure is that a single functional protocol may be included in one or more specific emergencies. For example, shelter-in-place may be included one of several responses to an outside hazardous material spill and may include reverse evacuation into the building and/or an off campus evacuation, depending on the circumstances. A school shooting would result initially in a lockdown, and then off campus evacuation, family reunification and crisis intervention (counseling/post trauma stress debriefing).

## Evacuation

**Purpose:** *Whenever it is determined that it is safer outside than inside the building (I.E., fire, explosion, hazardous material spill inside, structural failure, etc.)*

### School Commander:

- Designate someone to Call 9-1-1, identify the name of the school, describe the emergency, state the school is evacuating, and identify the location of the school command post.
- The School Commander or designee will make the following announcement using the building Public Address system, 2-way radio, telephone, or megaphone:

“YOUR ATTENTION, PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF THE BUILDING. TEACHERS ARE TO TAKE THEIR STUDENTS TO THEIR DESIGNATED ASSEMBLY AREA. TEACHERS TAKE YOUR CLASS ROSTER AND TAKE A HEADCOUNT AT THE ASSEMBLY AREA.”

- Notify the district office of the school evacuation.
- Designate someone to contact the Transportation Director or bus service to take students to the alternate off-campus relocation site.

### Office staff:

- Take visitor log and student sign out sheet to the assembly area.

- Gather headcount information from teachers and inform the principal or incident commander of any missing student(s) or staff.

**Teachers:**

- Teachers will instruct students to evacuate the building, using designated routes, and report to their assigned Assembly Area. Designate a student leader to help move your class to the assembly area
- Close your door, turn off your lights
- If the exit route is blocked, follow an alternate exit route.
- Bring your class lists, phone lists, and classroom Go Kit materials
- All staff will sweep the bathrooms, hallways and common areas for visitors, staff and students while exiting.
- Take attendance, specially noting any students in other activities or services such as band, orchestra, choir, speech, chess, etc. that are missing. Display GREEN status card to indicate all students accounted for or use RED status card to indicate someone is missing or injured. Report any missing students or staff to the area coordinators
- At the assembly area, teachers and students will stay in place until further instructions are given.

**Support Staff:**

- Return all of your students to their classroom designated assembly areas or a buddy teacher, avoiding area(s) of hazard
- Report to the Unassigned Staff Area. You may be needed in another capacity as the incident unfolds

## Reverse Evacuation

***Purpose:** When conditions are safer inside the building than outside such as: severe weather, community emergency, gang activity, hazardous material release outside, etc.)*

**School Commander:**

- Order a **REVERSE EVACUATION** for students and staff outside to move inside the building. Use the building PA, megaphone, 2-way radio telephones, or runners to gather school community inside.
- Notify the district office of the situation.

**Teachers:**

- Immediately move back to classrooms or safe areas (if it is safe to do so) using the closest entry.
- If movement into the building would present a danger to persons outside, teachers and staff outside will direct students to the designated assembly areas or off-campus assembly site.
- Teachers will take attendance and account for all students. Report any missing students to administration

- No students or staff are allowed outside the building..
- Close and lock all exterior doors and windows. Monitor the main entries until the “All Clear” is given.

## **Lockdown**

**Purpose:** *Used when there is a threat of violence or serious incident that could jeopardize the safety of students/staff (I.E. Intruder, shooting, hostage incident, gang fights, civil disturbance, etc.)*

### **School Commander:**

- The School Commander or designee will make the following announcement using the building Public Address system, 2-way radio, telephone, or megaphone:

“YOUR ATTENTION, PLEASE. WE ARE EXPERIENCING AN EMERGENCY SITUATION AND NEED TO LOCKDOWN THE SCHOOL IMMEDIATELY. TEACHERS LOCK YOUR DOORS AND KEEP STUDENTS INSIDE UNTIL FURTHER NOTICE: STUDENTS OR STAFF ARE TO RETURN TO THE NEAREST CLASSROOM OR OFFICE. IGNORE ALL ALARMS AND BELLS UNLESS ADVISED OTHERWISE.”

- Designate someone to Call 9-1-1, identify the name and address of the school, describe the emergency, state the school is locking down, provide intruder description and weapon(s) if known, and identify the location of the school command post. Direct staff to stay on the phone to provide updates and additional information.
- Notify staff and classes outside to immediate move to the off-campus assembly area(s), account for the students and be prepared to evacuate off-campus to a relocation site.
- Direct staff to switch bells to manual mode and deactivate the fire alarm.
- Notify the transportation director or contractual bus service to stop all inbound buses and redirect them to designated relocation site(s).
- Notify district office
- Direct staff to turn off alarms and bells

### **Office Staff:**

- Stay by the phones to wait for additional procedures from district office and incident commander.
- Remotely check status of classrooms via PA., telephone, computer or other methods
- Assist the principal or Incident Commander establishes the school command post.

### **Custodians:**

Close and lock all delivery doors.  
Direct any contractors, delivery drivers, or vendor repairmen located inside the building into a safe area and lock the door.

### **Teachers:**

- Clear the hallway and bathrooms by your room moving everyone into the classroom.
- Lock your doors, turn off your lights, and shut your blinds and windows
- Move students and staff away from the doors and windows.
- Have all persons sit down against an interior wall.
- Place a GREEN or RED status card on/under your door and window. (Green signifies everything is ok, Red means emergency assistance is need)
- If a life threatening situation exists, exit immediately to a place of safety.
- Ignore all bells and alarms unless otherwise instructed
- Take attendance and be prepared to notify Incident Commander of missing students or additional students, staff or guests sheltered in your classroom.
- Allow no one outside of the classroom until the Incident Commander gives the “All Clear” signal.
- If outside, teachers will move students to the designated off-campus assembly area and wait for further instructions

***\*Consider using a duress code to authenticate any all-clear signal\****

***(This is a specific word or phrase that is used prior to giving the all clear signal that indicates to all staff that the person signaling the all clear is not being forced to do so by an intruder)***

## **Shelter-in-Place**

***Purpose:** Provides a refuge for students, staff and the public inside the school building during an emergency such as severe weather or hazardous material release outdoors. Shelters are located in areas of the building that maximize the safety of occupants. Shelter-in-place is used when evacuation would place people at risk. Shelters may change depending on the emergency.*

### **School Commander:**

- The School Commander or designee will make the following announcement using the building Public Address system, 2-way radio, telephone, or megaphone:

“YOUR ATTENTION, PLEASE. WE ARE EXPERIENCING AN EMERGENCY SITUATION AND NEED TO IMPLEMENT SHELTER-IN-PLACE PROCEDURES. STUDENTS AND STAFF ARE DIRECTED TO MOVE TO THE DESIGNATE SHELTER LOCATIONS AND SAFE AREAS. ALL STAFF AND STUDENTS OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM.”

- Order a **REVERSE EVACUATION** for students and staff outside to move inside the building. Use the building PA, megaphone, 2-way radio, telephones, or runners to gather staff and students inside.
- Direct staff to close all windows and doors.
- If warranted, order the shut-off of heating, ventilation and air conditioning system to stop the inflow of outside air into the building.

- Notify district office the school is **SHELTERING-IN-PLACE**.
- Monitor the NOAA weather radio
- Be prepared to announce change in status (“DROP, COVER AND HOLD” or “All Clear”)

**Custodians:**

- Shut off utilities (if necessary).
- Turn off ventilation systems (Heating, ventilation and air conditioning) as appropriate.
- Post Shelter in Place cards at the primary entrances to the building(s).

**Teachers:**

- Move students into designated safe areas such as inside rooms with no windows, bathrooms, utility closets, and hallway without large windows or doors.
- Close classroom doors and windows when leaving.
- Have everyone kneel down and be ready to cover their heads to protect from debris.
- If outside, teachers will direct students into the nearest school building interior safe area or other appropriate shelter.
  - a. For severe weather, if there is no time to get into a building or shelter, attempt to squat or lie low in the nearest (ravine or open ditch) or low spot away from trees and power poles.
  - b. If movement into the building would expose persons to hazardous chemical plume, teachers should move to designated outdoor assembly areas upwind or cross-wind from the spill.
- Move students from mobile classrooms to an interior safe area in a permanent structure.
- All persons must remain in shelter until notified by the Incident Commander or emergency responders.

## **Drop, Cover and Hold**

***Purpose:*** *Drop, Cover and Hold is used when an incident occurs with little or no warning. This action is taken to protect students and staff from flying or falling debris resulting from explosions, structural failures, severe weather or earthquake.*

- Inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
- All students and staff who have moved to shelter or safe areas in the building in response to severe weather, should kneel down against the wall and cover their head with their arms and hands.
- Outside, teachers will instruct students to drop to the ground, place their heads between their knees and cover their head and eyes with their arms and hands.

- Instruct everyone to move away from windows.
- Teachers should account for their students and report any student missing to the administration.
- The School Commander may order an evacuation if the situation warrants and it is safe to do so.

## Off-Campus Evacuation

**Purpose:** *This protocol is used when circumstances require the off-site evacuation and relocation of students and staff to a remote site where students will be accounted for and released to their parents or guardians. During emergencies, parent, relatives, and friends often rush to the school incident site to check on the safety of students and staff. The resulting blockage of streets and large number of people can severely hamper response actions by emergency agencies. The most effective way to prevent this chaos is to redirect those concerned individuals to a site that is remote from the school and to evacuate students and staff to that site.*

### **School Commander:**

- The School Commander will advise the Incident Commander of the decision to implement the protocol and begin setting up the bus evacuation staging area.
- Determine the appropriate pre-designated relocation site and evacuation route. Decide if it is safe for the students/staff to walk to the relocation or if buses are required.
- Request law enforcement to provide security at the evacuation staging area, along the evacuation route and for traffic control/security at the relocation site during Family Reunification.
- The School Commander or designee will order an OFF-CAMPUS EVACUATION and FAMILY REUNIFICATION at a pre-designated relocation site with the following announcement:

“YOUR ATTENTION PLEASE. FOR SAFETY REASONS, WE ARE EVACUATING OFF SITE TO \_\_\_\_\_ LOCATED AT \_\_\_\_\_. WE WILL BE IMPLEMENTING THE FAMILY REUNIFICATION FROM THAT LOCATION.”

- Direct staff to move students to the evacuation staging area for loading onto buses.
- Notify the district office and Superintendent of the evacuation and relocation. Request assistance in preparing the site for arrival. Provide an update on the situation, identify the primary relocation site, the evacuation route and if needed, request buses or alternate means of transportation.
- Request the district office to activate appropriate system-wide Crisis Response Teams from each school and send them to the relocation site to assist with Family Reunification.

- Provide the school media/public information representative with detailed instructions via fax or prepared information release to read to the public in order to direct concerned relatives to the Family Reunification Site.
- Designate someone as the Reunification Site Commander.

### **Teachers and staff**

- Take your class roster, phone lists and emergency Go Kit as you exit to the designated assembly area.
- After evacuating, take roll and account for all students. Report any missing students to school administration. Hold up the RED status card to indicate you have missing or injured students. Use the GREEN status card if everything is ok.
- Maintain control of your class. After receiving the alert for OFF CAMPUS EVACUATION, guide students to the designated evacuation staging area for movement to the relocation site.
- Ensure special needs students and staff are assisted. Request help if needed.
- While en route to the relocation site, the teachers will prepare list of all evacuees on the bus, which will be delivered to the reunification site commander upon arrival.
- Follow the instructions of the Family Reunification site staff when you arrive. You may be asked to assist in staffing the site.

## **FAMILY REUNIFICATION**

***Purpose:** The Family Reunification Protocol is used to ensure a safe and secure means of accounting for students and reuniting parents/guardians with their children whenever the school facility or grounds is rendered unsafe and a remote site is needed.*

### **School Commander:**

- The School Commander after consulting with the Incident Commander will determine the appropriate pre-designated relocation site and safe evacuation route.
- The School Commander will notify the contact person at the relocation site to prepare for arrival of students.
- Designate a Reunification Site Commander.
- Request the District Office to send personnel to staff the Family Reunification Center.

### **Reunification Site Commander:**

- Establish a command post
- Organize public safety and mental health/crisis response staff who will be reporting to the site. Use them to calm waiting parents/guardians and explain that an orderly process is required for the safety of the students.
- Check identification of all non-uniformed personnel who arrive to assist.
- Secure a holding area for arriving students and staff away from waiting family members
- Set up an adult report area for parents/guardians to sign-in and to check identification.

- Set up a student release area where students will be escorted to meet their parent/guardian and sign out.
- Set up a mental health area and direct staff to escort parent/guardian of any injured, missing or deceased student to the area for staff to provide notification in private away from other parents.
- Set up a media staging area and notify the school media liaison of the location.
- Keep evacuees on buses or in a holding area separate from parents until they can be signed out to waiting parents/guardians.
- Only release students to authorized persons after checking proof of identity and signing a student release form.
- Instruct parents/guardians to leave the site to make room for others once they have signed out their student.

### **Teachers**

- Provide a list of evacuees to the reunification site staff upon arrival.
- Ensure special needs students and staff are assisted. Request help if needed.
- Follow the instructions of the Family Reunification Center staff when you arrive. You may be asked to assist in staffing the site.

## **Mental Health/Crisis Intervention**

***Purpose:** These procedures are intended to guide staff in responding to more frequently occurring crisis such deaths, injuries, emergencies or other traumatic events impacting the school community. As a result of such incidents, students and staff may exhibit a variety of psychological reactions. As soon as the safety of those involved have been insured, attention must turn to meeting the emotional and psychological needs of students and staff. Knowing what to do if such as crisis occurs will minimize the chaos, rumors and the impact of the event on other students and staff.*

### **School Commander:**

- Notify the Superintendent of the incident or emergency.
- Ensure the designated media or public information officer is notified and briefed on the circumstances and actions taken. Request the PIO to prepare formal announcement and media release.
- Activate the school Crisis Intervention Team and assign duties. Request additional district level support from teams from other schools or community-based mental health resources if needed.
- Notify building support staff including counselors, psychologists and social workers.
- Convene an emergency staff meeting. Invite outside professionals to join the meeting to help staff members process their own reactions to the situation.
- Determine if additional district/community resources are needed—or are needed to “stand by”—to effectively manage the crisis, and notify them if appropriate.
- Assign staff to monitor the grounds for students leaving the building without permission. Redirect them to support services. If unable to intercept, make parent notification and inform them of the situation.

- Make an initial announcement over the PA system to the entire school. Include minimum details and note that additional information will be forthcoming. Prepare statements for telephone inquiries.
- Immediately following resolution of the crisis, convene the Crisis Intervention Team for a debriefing to discuss successes and problems and allow staff an opportunity to discuss feeling and reactions.

**Mental Health/Crisis Intervention Team:**

- Assess the range of crisis intervention services needed during and following an emergency or event.
- Advise and assist the school administrator to restore regular school functions as efficiently and as quickly as possible.
- Provide direct intervention services, critical incident stress debriefings, on going assessment of needs and follow-up services as required.
- Identify locations in the school designated for individual or group counseling and make a building wide announcement.
- Identify, gather, and inform the siblings, closest friends and teachers of the deceased/injured and provide counseling support. Notify parents of affected students regarding available community resources.
- Provide grief support for students/staff in designated building areas. Ensure parents of any students seeking support are notified of the impact of the event on their child.
- Review and distribute guidelines to help teachers with classroom discussions.
- Stand-in for any substitute teacher in the building or for any staff member unable or unwilling to deal with the situation during the announcement and subsequent discussion.
- Assign a counselor, psychologist, social worker or other designated staff to follow a deceased/injured student's class schedule for the remainder of the day if that will help teachers in those classes.
- Notify feeder schools regarding siblings or other students predicted to be strongly affected.

**Teachers and staff:**

- Seek crisis intervention services or counseling if you are experiencing difficulty coping with the event.
- Provide stress management during class time. Allow students to talk about what they felt or experienced in response to or during the event. Encourage
- Be prepared for some outbursts and disruptive behaviors. Refer students experiencing stress to counseling.
- Allow for changes in normal routines or test schedules.
- Anticipate a recurrence of emotions and trauma on the anniversary date of the incident.

## **Bomb Threat**

**Call Taker:** Upon receiving a message that a bomb has been placed in school:

- Use bomb threat checklist. (Page \_\_\_ of Emergency Response Plan)
- Ask where the bomb is located, when will the bomb go off, what materials are in the bomb, who is calling, why is caller doing this. (See Bomb Threat Checklist)
- Listen closely to caller's voice and speech patterns and to noises in background.
- After hanging up phone, immediately dial \*57 to trace call. (May be different on your phone system)
- Notify the Principal/School Commander or designee.

**School Commander:**

- 
- School Commander or designee notifies law enforcement by calling 911 (Insert the actual sequence to dial 911 from your phone system).
- Assign staff to meet and brief emergency responder agencies outside.
- Notify staff through the Public Address system:

“YOUR ATTENTION PLEASE. A BUILDING EMERGENCY IS IN EFFECT. ALL STAFF AND STUDENTS SHOULD REMAIN IN THEIR ROOMS UNTIL ADVISED OTHERWISE. SEARCH TEAM MEMBERS PLEASE REPORT TO \_\_\_\_\_ ALL TWO-WAY RADIOS AND CELL PHONES SHOULD BE TURNED OFF.”

The School Commander and law enforcement agency will make a decision to:

- Evacuate Immediately
- Search the building and Evacuate if warranted.
- Notify the district Superintendent.
- Ensure staff who received the call completes the Bomb Threat Checklist and gives to law enforcement official.
- Assemble and brief the Search Team members at the interior command post. Assign search areas within the building, the emergency exit routes and the outside assembly areas.
- If a suspicious item is located, notify law enforcement official, order an EVACUATION selecting routes and assembly areas away from the suspicious item. DO NOT ACTIVATE THE FIRE ALARM.
- Direct students and staff, “DO NOT take personal belongings, coats or backpacks.” “Teachers and staff will leave their windows and doors open when exiting.”
- Students and staff must be evacuated to a safe distance outside of school building(s) MINIMUM 1000 Feet. is the general rule. Consult with Fire and Police officials
- Arrange for person who found a suspicious item to talk with law enforcement official.
- No one may re-enter the building(s) until fire or police personnel declare them safe.
- After consulting with the Superintendent, and the Incident Commander, the School Commander may move students to \_\_\_\_\_ if weather is inclement or building is damaged. (primary relocation center)
- The school commander will notify staff and student of the termination of the

emergency and to resume normal operations.

**Teachers and staff:**

- Teachers and staff will check their classrooms, offices and work area for suspicious items and report any findings to the School Commander or Search Team members.
- If a suspicious item is found-DO NOT TOUCH IT. Secure the area where the item is located, but do not guard it.
- Teachers will account for their students and be prepared to evacuate if ordered.
- Teachers and staff will evacuate using standard procedures and exit routes to assembly area.
- Teachers will open classroom windows and leave classroom doors open when exiting.
- Teachers take roll after being evacuated. Hold up the GREEN status card to indicate everyone is accounted for. Use a RED status card to indicate student or staff is missing or you need immediate assistance. Be prepared to report the names of any missing persons to school administration.
- Keep your class together at the assembly area until given further instructions. Be prepared to for Off-Site Evacuation if ordered.
- If given the “All Clear” signal, return to the building and resume normal operations.

**BOMB THREAT CHECKLIST**

Description Detail Report				Callers Voice - Circle as applicable:	

<b>Questions to ask:</b>				• Calm	• Nasal
				• Angry	• Stutter
1) When is the bomb going to explode?				• Excited	• Lisp
				• Slow	• Raspy
2) Where is it right now?				• Rapid	• Deep
				• Soft	• Ragged
3) What does it look like?				• Loud	• Clearing Throat
				• Laughter	• Deep Breathing
4) What kind of bomb is it?				• Crying	• Cracked Voice
				• Normal	• Disguised
5) What will cause it to explode?				• Distinct	• Accent
				• Slurred	• Familiar
6) Did you place the bomb?					
				If voice is familiar, whom did it sound like?	
7) Why?					
8) What is your address?					
				<b>Background Sounds:</b>	
9) What is your name?					
				• Street Noises	• Factory Machinery
Exact wording of the threat:				• Animal Noises	• Voices
				• Clear	• PA System
				• Static	• Local Call
				• Music	• Long Distance
				• House Noises	• Phone Booth
				• Motor	• Office Machinery

Sex of Caller:		Race:		• Other	
Length of call:		Age:			
Date:		Time:		<b>Threat Language:</b>	
Number at which call was received:				• Well Spoken (educated)	
				• Incoherent	• Taped
<b>Notes:</b>				• Foul	• Message read
				• Irrational by threat maker	
				Remarks:	

## BUS ACCIDENT

### Bus Driver/Monitor:

- Protect student passengers from injuries and the bus from further damage.
- Turn off the ignition, remove the key and activate the hazard lights.
- Check for conditions that could cause a fire
- If conditions are safer outside the bus than inside, evacuate the bus
- Do not leave students unattended or unsupervised.
- Notify the appropriate law enforcement agency by calling 911. Let them know a school bus was involved, exact location, number of injured and type of injuries, school district or bus company name and remain on the phone to provide updates until emergency responders arrive.
- Contact the school district/bus company office and provide the following information:
  1. Who
  2. What,
  3. When,
  4. Where(location)
  5. Why and needs

- Do not discuss details of the accident with media
- Do not release any students to anyone unless told to do so by school district administration or law enforcement
- If you are directed by law enforcement to remove student passengers from the scene, be sure to follow their directions and/or school district/bus company policy and procedures for removal and transport.
- If there are no injuries, follow school district/bus company policy and instructions on moving, returning or delivering students.

**School Commander:**

- Dispatch the district transportation director, school administrator or designee to the accident location.
- School official(s) at the scene will assess level of support needed and convey this to the School Commander and Superintendent's office.
- School Commander or designee at the scene will report the names of student passengers, their conditions disposition, and location(s) where injured were taken to the district office so parent notifications can be made.
- Direct school official(s) at the scene to accompany injured students to the hospital.
- The School Commander or building principal will ensure any special health information or medication for any injured student is sent to the hospital.

**Superintendent**

- If multiple hospitals are used, the Superintendent's office will send an administrator to each hospital.
- The Superintendent or designee will notify the parents/guardians of students involved, and if injured, the name/location of the hospital the student where the student was taken.
- District staff will assess counseling needs of victim(s) or witness(s) and implement post-crisis procedures.
- Direct the district public information officer to prepare a media release and parent letter of explanation for the same day distribution, if possible.

## **FIRE**

**In the event a fire or smoke from a fire has been detected:**

- Any staff discovering fire or smoke will signal the fire alarm, and report the fire to the School Administrator.
- The School Commander or designee will immediately initiate an EVACUATION announcement, direct staff to call 9-1-1 to verify the fire alarm and notify the district office.
- Staff, students and visitors will immediately evacuate the building using prescribed routes or alternate routes to the Assembly Areas.
- No one may re-enter building(s) until entire building(s) is declared safe by the fire department

**Administration:**

- School Commander or designee calls 911 (Insert the actual sequence to dial 9-1-1 from your phone system) to confirm the alarm is active, identify the school name and location, provide exact location of the fire or smoke, state the building is being evacuated and identify the location of the school command post.
- School office staff will take the visitor log, student sign-out sheet and the Critical Incident Response Kit and evacuate to the designated school command post.
- Office staff will obtain student roll from teachers and inform the principal or incident commander of any missing students
- After consulting with Superintendent, fire department and law enforcement officials, the School Commander may direct an off-site evacuation to \_\_\_\_\_ if weather is inclement or building is damaged.  
(Primary relocation center)
- School Commander notifies students and staff of termination of emergency, return to the building and resumes normal operations.

**Teachers**

- Take the class roster , the emergency Go Kit and lead students out of the building to the designated assembly area(s). Use alternate escape routes if the regular route is blocked or there is a safety hazard.
- Close the classroom door and turn out the lights upon exiting confirming all students and personnel are out of the classroom.
- Take attendance at the assembly area after being evacuated. . Hold up the GREEN status card to indicate all students are accounted for. Use the RED status card to indicate a student or staff is missing or you need immediate assistance.
- Be prepared to move students if an OFF-CAMPUS EVACUATION is ordered.
- Keep your class together and wait for further instructions.

## INTRUDER/HOSTAGE

**Intruder- When an unauthorized person enters school property:**

- Notify School Commander.
- Ask another staff person to accompany you before approaching guest/intruder.
- Politely greet guest/intruder and identify yourself.
- Ask guest/intruder the purpose of his/her visit.
- Inform guest/intruder that all visitors must register at the main office.
- If intruder's purpose is not legitimate, ask him/her to leave. Accompany intruder to exit.

**If intruder refuses to leave:**

- Warn intruder of consequences for staying on school property.
- Notify security or police and Principal if intruder still refuses to leave. Give police full description of intruder. (Keep intruder unaware of call for help if

- possible)
- Walk away from intruder if he/she indicates a potential for violence. Be aware of intruder's actions at this time (where he/she is located in school, whether he/she is carrying a weapon or package, etc).
- Maintain visual contact with intruder from a safe distance.
- School Commander notifies Superintendent and may issue Lockdown procedures (see Lockdown Procedures section).

**Hostage Situation:**

- If hostage taker is unaware of your presence, do not intervene.
- Notify the Principal or main office.
- School Commander or designee will announce LOCKDOWN action.
- The SC or designee will ensure staff outside are notified of the LOCKDOWN and to move students away from the building to the outside assembly areas.
- The SC or designee will call 9-1-1 immediately (insert the actual sequence to call 9-1-1 from your phone system). Give dispatcher details of situation; description and number of intruders, exact location in the building and that the school is in LOCKDOWN. Ask for assistance from hostage negotiation team.
- The SC or designee will redirect any buses enroute to the school to an alternate location.
- School Commander notifies Superintendent.
- The SC will give control of scene to police and hostage negotiation team.
- The SC will ensure detailed notes of events are taken.
- Teachers and staff will implement LOCKDOWN procedures upon hearing the alert. If outside, move to campus assembly areas and wait for further instructions.
- Everyone should remain in lockdown until given the "All Clear" or if directed in person by a uniformed law enforcement officer.

**If taken hostage:**

- Follow instructions of hostage taker.
- Try not to panic. Calm students if they are present.
- Treat the hostage taker as normally as possible.
- Be respectful to hostage taker.
- Ask permission to speak and do not argue or make suggestions.

## **NUCLEAR POWER PLANT RADIOLOGICAL EVENT**

Schools within 10-mile radius (Insert facility name(s)) Nuclear Station: Listen for 3 to 5 minute steady siren blast. This signals public to tune their radios to an Emergency Alert Station (EAS). Schools will be notified if radiological release requires protective actions. There are two basic protective actions: Sheltering and Evacuation.

**Sheltering Notification:**

- Bring all persons inside building(s).

- Close all exterior doors and windows.
- Turn off any ventilation leading outdoors.
- Cover up food not in containers or put food in the refrigerator.
- If advised, cover mouth and nose with handkerchief, cloth, paper towels or tissues.

**Administration:**

- School Commander announces EVACUATION alert to students and staff directing them to remain the classrooms until transportation arrives and a second notice is given to load the buses.
- School Commander contacts (transportation coordinator) and informs him/her that an EVACUATION and OFF CAMPUS RELOCATION has been ordered.
- School Commander or designee notifies the relocation center to activate the FAMILY REUNIFICATION PROTOCOL.
- Activate the parent notification protocol and direct them to the relocation site.
- Order teachers and support staff to close all windows.
- Direct staff to turn off lights, electrical equipment, gas, water faucets, air conditioning and heating system.
- Post evacuation signs at the main entrances to the building.

**Teacher responsibilities during evacuation and movement to relocation site:**

- Return to homeroom or keep classes intact.
- Take roll.
- Explain evacuation/off-campus relocation procedures to students.
- Instruct students to take belongings.
- Wait in classroom until School Commander or designee informs teachers that buses have arrived.
- Take class roster, emergency Go Kit and move students to the bus staging area for loading.
- Take roll again after arriving at the relocation center

## SEVERE WEATHER

When a Severe Weather Watch or Warning has been issued in the area near the school.

**Severe Weather Watch has been issued:**

- Monitor NOAA Weather Stations (National Weather Service, Weather Channel, or television).
- Bring all persons inside building(s).
- Be prepared to move students from mobile classrooms into the building.
- Close windows and blinds.
- Review severe weather drill procedures and location of safe areas. Severe weather safe areas are under desks, in hallways and interior rooms away from windows.
- Avoid gymnasiums and cafeterias with wide free-span roofs and large areas of glass windows.

- Review “DROP COVER and HOLD” procedures with students.
- Assign support staff to monitor all entrances and weather conditions.

**Severe Weather Warning has been issued in an area near school or severe weather has been spotted near school**

- The School Commander will announce SHELTER-IN-PLACE alert signal
- The SC will direct students and staff inside the building to immediately move to interior safe areas, closing classroom doors after exiting.
- Ensure that students are in “DROP, COVER and HOLD” positions until the danger passes.
- The SC will direct students and staff outside to REVERSE EVACUATE into the building.
- If outside, students and staff should move to the nearest interior safe area. If time does not permit, have students get down in the nearest ravine or open ditch or low spot away from trees or power poles.
- Evacuate students and staff from any mobile classrooms in to the building.
- Remain in safe area until warning expires or until emergency personnel have issued an all-clear signal.

## **HAZARDOUS MATERIAL RELEASE**

Hazardous material (haz-mat) release is an incident involving the discharge or spill of a biological or chemical substance including release of radioactive materials. Internal haz-mat incidents may occur from activities in a school laboratory, vocational technical area, or maintenance shop. External haz-mat exposure often results from an accident involving a train or truck carrying hazardous materials or an explosion or spill at an industrial site.

### Substance Released Inside A Room or Building

- The School Commander (SC) will initiate an EVACUATION alert. Direct staff to use designated routes or other alternate safe routes to assigned Assembly Area(s) upwind or cross wind from the affected room or building.
- The SC directs staff to call 9-1-1 (Insert the actual sequence to dial 911 from your phone system,) provide the name and location of the school, state the emergency and describe actions to safeguard students and staff and identify the location of the school command post.
- The SC or staff will notify the Superintendent’s office and request activation of media and parent notification protocol.
- The SC will direct staff to secure the area around the chemical spill and ensure the air handling ventilation system is shut down.
- The SC will establish a school command post outside the school and brief fire officials when they arrive.
- Refer media to:

Executive Director Telephone Numbers (home, work, mobile)

- Teachers should take attendance at their outside Assembly Area and report any missing or injured students to administration.
- After evacuation, persons who have come into direct contact with haz-mat substances should be taken to a decontamination area.
- The SC will determine if an off-campus evacuation to a relocation site is necessary. If so, request transportation resources from the district. Alert staff to move to students to designated transportation site.
- Request law enforcement officials to assist with evacuation and assign officers to the relocation site.

**Substance Release Outdoors:**

- The School Commander (SC) will immediately announce a SHELTER-IN-PLACE alert and a REVERSE EVACUATION into the building for all students and staff outside the building.
- The SC or designee will call 9-1-1 (Insert the actual sequence to dial 911 from your phone system) identify the name/exact location of the school, describe the emergency, state what actions are being taken to safeguard students/staff and remain on the line until told otherwise.
- The SC will direct staff to turn off air handling/ventilation systems, close all windows and doors and turn off fans and air conditioners.
- The SC will notify the Superintendent's office and request activation of media and parent notification protocol.
- Refer media to:

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District Spokesperson

Telephone Numbers (home, work, mobile)

- The SC will ensure all buses enroute to the school are re-directed to the alternate relocation site and deposit the student there for reunification with parents.
- Teachers and staff outside will immediately move into the building using the nearest entrance and proceed to the designated safe areas. If movement into the building would expose persons to hazardous chemical plume, teachers should move to designated outdoor assembly areas upwind or cross-wind from the spill.
- The SC will turn on a radio or television to monitor information concerning the incident.
- The school will remain in SHELTER-IN-PLACE until the fire official or appropriate agency provides clearance or the staff is otherwise notified by the Superintendent.
- When emergency responders determine it is safe to do so, the SC will give the "All Clear" signal to staff and students and announce whether school will resume normal activities, dismiss early or complete a non-emergency evacuation and movement to an off-campus relocation site for parent reunification.

# EARTHQUAKE

Earthquakes generally occur without warning and may cause minor to serious ground shaking, damage to building and injuries.

## **School Commander:**

- The School Commander (SC) or designée will call 9-1-1(if necessary) (Insert the actual sequence to dial 911 from your phone system)
- After the shaking stops, the SC will initiate an EVACUATE BUILDING alert. Staff and students will evacuate using designated routes or alternate routes to the outside Assembly Area(s).
- The SC will contact the Superintendent's office and activate the media and parent notification protocol.
- The SC will establish a school command post and medical triage site on campus.
- The SC will direct staff to shut off utilities and notify the appropriate utility company of damages (e.g., gas, power, water or sewer)
- The SC will consult with emergency management and public safety officials to determine if the buildings are safe for reoccupancy.
- The SC will consult with the Superintendent concerning closing school. They will decide whether to announce dismissal students from the school or EVACUATE student's off-campus to an alternate relocation site for Parent Reunification.
- If an off-campus EVACUATION is ordered, activate the parent notification procedures and notify the appropriate law enforcement agency to request assistance at the relocation site.

## **Teachers and staff:**

- Upon the first indication of an earthquake, teachers should direct students to DROP, COVER and HOLD, seek shelter under desks and move away from windows and overhead hazards.
- If outdoors, teachers should direct students to move away from buildings, gas and electrical lines.
- If EVACUATION is ordered, teachers will bring their student roster and emergency Go Kit, take attendance at the Assembly Area, and report any missing or injured students.
- Designated staff will check for injuries and provide appropriate first aid.
- Be prepared to relocate to a remote site if an off-campus evacuation is ordered.

# ACTIVE SHOOTER/ARMED INTRUDER

An active shooter or armed assault on campus involves one or more individual's intent on causing physical harm to students and staff. Intruders may possess a gun, a knife a bomb or other harmful device.

## **Administrator**

- The School Commander (SC)/Principal will direct staff to call 9-1-1 (Insert the actual sequence to dial 911 from your phone system), give the name and exact location of the school, the nature of the emergency, number and description of intruders (if known), type of weapon(s), area of the school where last seen, actions taken by the school, and whether there are on-site security or law enforcement officer (e.g. DARE, School Resource Officer). Caller will remain on the line to provide updates.
- The SC will announce a building-wide LOCKDOWN alert. Direct staff and students outside the building to move immediately to the campus Assembly Area(s) and be prepared to EVACUATE off-campus if necessary.
- The SC will direct any support staff outside to stop pedestrians from entering school grounds and stop all vehicles from entering the campus until police arrive.
- The SC will ensure any buses enroute to the school are redirected to the pre-designated Relocation Site.
- The SC will secure the administration office as a command post and retrieve the Critical Incident Response Kit. If the incident is occurring at the administration office, the SC will designate an alternate command post.
- The SC will assign someone to meet and brief arriving law enforcement officers.
- The SC or designee will switch bells to manual mode and disarm the fire alarm.
- The SC will direct office staff to contact the classrooms via intercom or alternate means of communication to check status.
- The SC will notify the Superintendent's office and request activation of media and parent notification protocols
- Refer media to:

---

District Spokesperson

Telephone Numbers (home, work, mobile)

- Assign staff to meet and brief responding law enforcement officers.

## **Teachers:**

- Upon first indication of an armed intruder, staff should immediately notify the School Administrator and go to LOCKDOWN.
- Clear students from the hallway and bathrooms outside the classroom immediately.
- Close and lock all doors and windows, pull down the shades and turn off the lights.
- Tell the students to get down on the floor up against an interior solid wall and remain quiet
- Account for all students and report any additional non-class students sheltered in the room and any missing students
- Place a RED or GREEN card on an outside window, on inside door window or under the door to communicate with first responders. A GREEN card means "Everything is OK in the classroom"; a RED card means, "Emergency

assistance is needed.”

- Teachers, staff and students will remain in LOCKDOWN until given the “All Clear” by the Incident Commander or a law enforcement officer in uniform.
- If an intruder enters the classroom use a pre-determined code to communicate when the office calls for a status check.
- If an intruder enters and begins shooting, “TELL THE STUDENTS TO GET OUT ANY WAY POSSIBLE”, exit the building or run to another location that can be locked.

### **Recovery**

- After the intruder(s) have been subdued, the School Commander will announce an EVACUATION and OFF-CAMPUS RELOCATION to an alternate site for FAMILY REUNIFICATION.
- The SC will notify officials at the relocation site of the EVACUATION and to activate FAMILY REUNIFICATION protocols.
- The SC will request bus transportation or alternate transportation to the relocation site.
- The SC will request the district activate media and parent notification protocols and direct parents to go to the relocation site.
- Teachers will EVACUATE the building using the designated exit routes and alternate routes to the assigned Assembly Areas, take attendance and move to the buses for transport.
- The SC will activate the district Crisis Response Team and notify area mental health agency to provide counseling and mental health services at the relocation site.
- The SC will debrief the school Emergency Management Team.
- The Superintendent in consultation with law enforcement officials will determine when the school can resume normal activities and communicate the information to parents and the public

*(Note: The school is a crime scene and will require a thorough search and processing.)*

## **UTILITY LOSS OR FAILURE**

Utility failure is the loss or interruption of electric power, natural gas, water or sewage services to the school. The most common utility failure results from power outages throughout the year. In certain situations, students may need to be relocated until the power is restored.

- Upon notice of loss of utilities, the School Commander (SC) will initiate appropriate immediate response actions, which may include SHELTER-IN-PLACE or EVACUATION. The SC may direct staff to shut off utilities, as deemed necessary.
- The School Commander will contact the local utility company (see emergency contact section) and determine the anticipated duration of the outage.

- The School Commander will confer with the Superintendent and determine whether school should be closed and classes temporarily suspended. If so, activate parent and media notification protocols.
- In the event of a gas leak, the School Commander will direct staff to call 9-1-1 (Insert the actual sequence to dial 911 from your phone system) give name and exact location of the school, state the emergency, identify affected area(s) of the building, announce the school is EVACUATING and provide the location of the school command post outside.
- For gas leaks, the School Commander will order an EVACUATION and open windows. DO NOT ACTIVATE THE FIRE ALARM and transfer school bells to manual mode. Direct staff to shut off all utilities.
- If evacuating, teachers and staff should follow evacuation procedures avoiding areas of hazard, assemble at designated assembly area, take attendance and report any missing students to administration. Teachers should be prepared to evacuate students off campus to a relocation site for parent reunification, if directed.
- Refer media to:

---

District Spokesperson

Telephone Numbers (home, work, mobile)

- Do not allow anyone to reenter the building until the facility has been deemed safe.
- The School Commander will complete a detailed incident report at the earliest opportunity and send to the Superintendent's Office.

## MEDIA

All staff must refer media to school site or district spokesperson.

- The School District, Law Enforcement and Fire assume responsibility for issuing public statements during an emergency. (This responsibility shall be pre-determined during the planning process)
- Superintendent serves as district spokesperson unless he/she designates a spokesperson. If spokesperson is unavailable, an alternate assumes responsibilities.
- Refer media to:

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District Spokesperson

Telephone Numbers (home, work, mobile)

Alternate District spokesperson:

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Name

Telephone Numbers (home, work, mobile)

- School Public Information person acts as contact for emergency responders and assists district spokesperson with coordinating media communications. If Public Information person is unavailable, an alternate assumes responsibilities.

School Public Information person: \_\_\_\_\_  
Name Room #

Alternate Public Information person: \_\_\_\_\_  
Name Room #

During an emergency, adhere to the following procedures:

- Incident Commander or designee relays all factual information to Superintendent.
- Superintendent notifies other schools in district and may ask school Public Information designee to prepare a written statement to media.
- Establish a media information center away from school.
- Update media regularly. Do not say "No comment".
- Do not argue with media.
- Maintain log of all telephone inquiries. Use scripted response to respond to inquiries.

#### **Media statement**

- Create a general statement before an incident occurs. Adapt statement during crisis.
- Emphasize safety of students and staff first.
- Briefly describe school's plan for responding to emergency.
- Issue brief statement consisting only of the facts.
- Respect privacy of victim(s) and family of victim(s). Do not release names to media.
- Refrain from exaggerating or sensationalizing crisis.

## **STRUCTURAL FAILURE**

Structural failure of a building may result from an earthquake, underground mine collapse, ground settling, heavy snow and ice accumulation on roofs, broken water or sewer lines, and faulty construction. The structural failure may be catastrophic with a sudden collapse severely injuring occupants. Some structural failures may cause large cracks in walls or foundations, flooding, and loss of utilities which present a hazard to the safety of students and staff.

#### **Structural failure with collapse or partial collapse:**

- Upon the first indication of a structural failure the School Commander may implement DROP, COVER and HOLD, an EVACUATION and an OFF-SITE EVACUATION.

- If the roof, ceiling, or wall collapses, students and staff should immediately DROP, COVER and HOLD, seek shelter under desks and tables, and move away from windows or glass.
- Teachers and staff will immediately the injured and evacuate the building moving to their assigned assembly area(s).
- The School Commander will initiate an EVACUATION of the building
- The School Commander (SC) or designee will call 9-1-1(if necessary) (Insert the actual sequence to dial 911 from your phone system), identify the name and exact location of the school, state the emergency, describe response actions taken, and remain on the line to provide updates.
- The SC will direct staff to turn off utilities and seal off the high risk area, if necessary
- The SC will notify CPR/first aid certified persons in school building of medical emergencies, if necessary.(Names of CPR/first aid certified persons are listed in Critical Incident Response Team Members section.). The team will check for injuries and provide appropriate first aid.
- No one will be allowed to reenter the building until declared safe by emergency management and public safety officials.

#### **Structural failure without collapse**

- For structural failure without collapse, the SC will ensure the affected area is vacated immediately and determine if an EVACUATION is warranted. Staff will be directed to seal off the affected area and turn off utilities to that area, if necessary.
- The SC will notify the Superintendent and determine whether to dismiss school early, order an evacuation, and off site evacuation for parent reunification.
- The Superintendent and School Commander will confer with emergency management and public safety officials regarding the structural integrity of the building.
- The district office will notify the architect and insurance carrier to document and assess the damage
- The affected areas will not be reopened until the structural integrity of the building is deemed safe.

## **MEDICAL EMERGENCY**

#### **School Staff Response:**

- Quickly assess the situation. Make sure the situation is safe for you to approach. Examples of danger include but are not limited to:
  - a. Live electric wires
  - b. Gas leak
  - c. Building damage
  - d. Animal threat
- Immediately notify the building's emergency responder(s) whose contact information is posted in the facility.

# Baxter Academy

for Technology and Science

## 2013-2014 CALENDAR

AUGUST					SEPTEMBER					OCTOBER					NOVEMBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6	0	1	2	3	4					1
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22
26	27	28	29	30	30	28	29	30	31	25	26	27	28	29					
26-30 Teacher Work Day					2 Labor Day 3 First Student Day 10 Open House 25-26 Parent Conference					14 Columbus Day Holiday 18 Teacher Work Day 1-22 NWEA Testing					11 Veterans Day 27-29 Thanksgiving Break				
DECEMBER					JANUARY					FEBRUARY					MARCH				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3	3	4	5	6	7	3	4	5	6	7
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14	10	11	12	13	14
16	17	18	19	20	13	14	15	16	17	17	18	19	20	21	17	18	19	20	21
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	24	25	26	27	28
31					27	28	29	30	31						31				
23-31 Winter Break					20 Martin L. King Jr. Day					17 Presidents Day 17-21 February Break					4-5 Parent Conference 21 Teacher Work Day				
APRIL					MAY					JUNE					JULY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4				1	2	2	3	4	5	6		1	2	3	4
7	8	9	10	11	5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
14	15	16	17	18	12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
21	22	23	24	25	20	21	22	23	24	23	24	25	26	27	21	22	23	24	25
29	30	26	27	28	29	30	30	28	29	30	31								
21-25 April Break					15 PSAT/SAT Tests 26 Memorial Day					5 Last Student Day 6 Last Staff Day 183 Staff Days 175 Student Days									
Monday - Friday: 8:00 AM - 2:00 PM										<input type="checkbox"/> Holiday/Vacation (no students) <input type="checkbox"/> Teacher Work Day     ▲ Parent Conferences									

Appendix J: Daily Class Schedule

**Baxter Academy Schedule: 8:00 - 2:00 pm**

Monday	Tuesday	Wednesday	Thursday	Friday
A (45 min)	A(45 min)	A (45 min)	A (45 min)	Workshop
B1(45 min)	B1(45 min)	B1(45 min)	B1(45 min)	Workshop
B2(45 min)	B2(45 min)	B2(45 min)	B2(45 min)	Project Time
Advisory (30 min)				
Lunch 1 or HF (30 min)				
Lunch 2 or HF (30 min)	Lunch 2 of HF (30 min)	Lunch 2 or HF (30 min)	Lunch 2 or HF (30 min)	Lunch 2 or HF (30 min)
C1(45 min)	C1(45 min)	C1(45 min)	C1(45 min)	Project Time
C2(45 min)	C2(45 min)	C2(45 min)	C2(45 min)	Project Time
D(90 min)	D(90 min)	D(90 min)	D(90 min)	Project Time

**Monday through Thursday:**

These days will start with three 45 minute classes that will meet every day. These would be classes that need to reinforce concepts with more frequency. This would include science, math, foreign language, and art classes.

A total of four (two per day) 90 minute classes in the afternoon will meet twice a week. This would include classes that have labs, building projects, or are discussion based, including science, English, history and humanities classes.

**Advisory/Lunch/ Health & Fitness**

All freshmen will be assigned an advisor. In sophomore year all students will have the opportunity to switch advisers for the remaining 3 years.

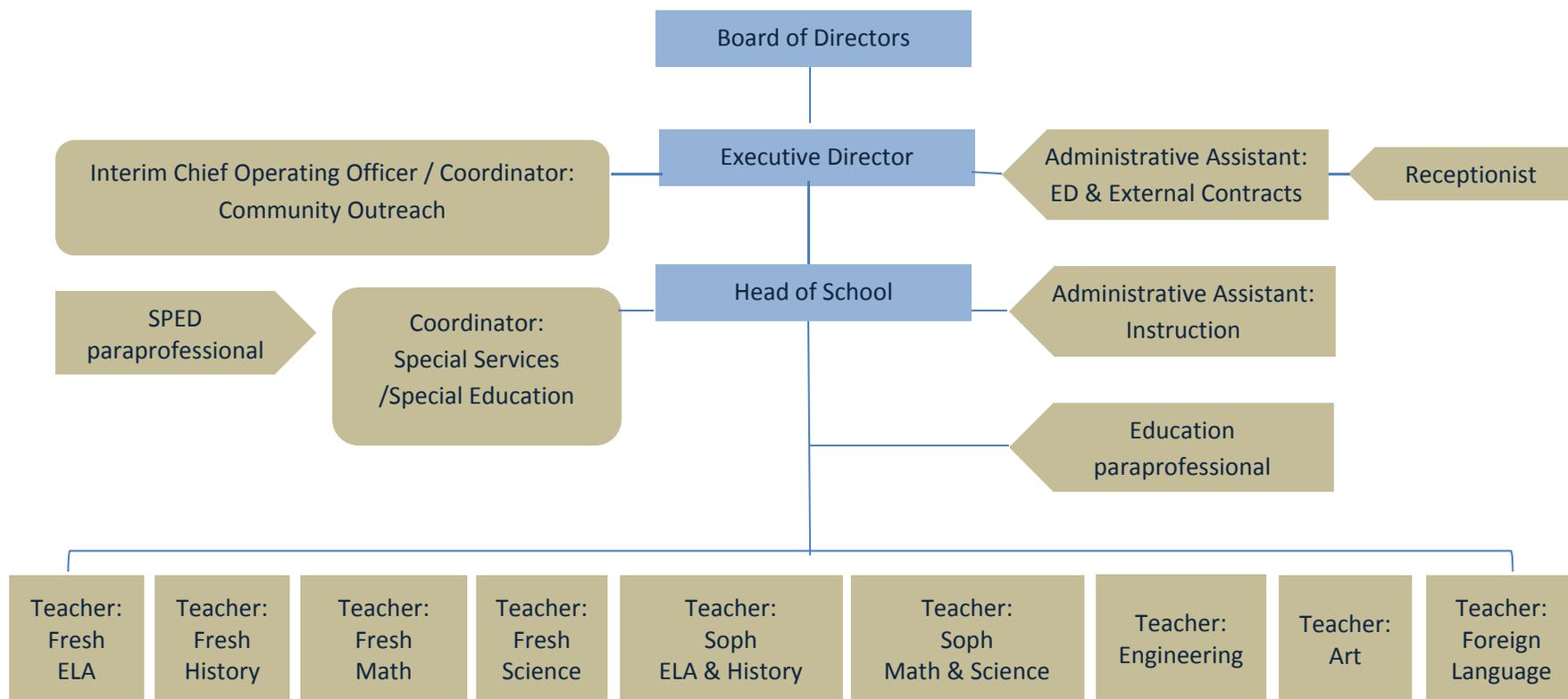
The 90 minute block of time in the middle of the day will be used in several ways, at the discretion of the advisor and his or her students. Part of the time (30 minutes) would be used for lunch. This time will also be used for a 30 minute fitness & health activity. Students (to fulfill their physical education requirement) would be outside or active for 30+ minutes 2 or more days a week.

Advisory time will focus on topics that center around discussions. (see advisory section A.2.)

### **Flex Fridays**

Flex Fridays will be used to bringing outside STEM experts, and non-STEM experts, to teach workshops and to give presentations. This will expose students to areas of academic interest outside the of traditional classroom. Flex Fridays will also be a day dedicated to work entirely on student interest driven projects. This will give students free time to work on individual projects, as well as free up all the teachers to help advise students. Flex Fridays also allow students time to go on field trips, to collect data, or meet with outside STEM businesses, and research institutions in downtown Portland.

## Organization Chart: AY 2013 - 2014<sup>1</sup>



<sup>1</sup> Assumptions: Student population of ~130, +/- 10% with 2/3 to 1/3 Freshman/Sophomore class ratio; Ten teachers (including Special Education/Services Coordinator) (Freshman English Language Arts, Freshman History, Freshman Math, Freshman Science, Engineering, Special Education/Services Coordinator, Art, Sophomore English/History, Sophomore Math/Science, Foreign Language).

## Appendix N: Job Descriptions

### **Baxter Academy Executive Director Job Description**

The Executive Director is responsible to assure and maintain the mission, purpose, philosophy, and standards, as established by the Board of Directors of Baxter Academies of Maine (BAM).

**Contracted by:** Board of Directors

**Responsible to:** Board of Directors

**Supervises:** Administrative team including: Head of School, Director of Finance & Development, and the Director of Instructional Technology.

**Evaluation:** The Executive Directors performance will be evaluated annually.

**Education:** Minimum of a Master's degree, preferably in education.

#### **Essential Duties and Responsibilities:**

The executive director is responsible for overall operations, asset protection and marketing/public relations for (BAM) a 501(c)(3) non-profit private education corporation. The incumbent also:

- Serves as a non-voting member of the Board of Directors.
- Oversees all accounting functions including those necessary for auditing, budgeting, financial analysis, capital asset and property management and payroll in accordance with generally accepted accounting principles, board policies and procedures, and all other applicable rules and guidelines.
- Handles all aspects of human resource management for all employees including but not limited to hiring and termination, developing position descriptions, setting compensation, working with employees' supervisors and applying board-approved employee policies and benefits in accordance with federal and state requirements; regularly supervises all administrative staff.
- Interacts with governmental agencies, other organizations and corporations, other nonprofits and donors in regard to matters affecting BAM.
- Is responsible for grants and contracts management including negotiating agreement terms; coordinates with legal advisors to finalize agreement terms; monitors progress of agreements and maintains agreement documentation to ensure fulfillment of agreement terms including receipt and expenditure of funds.
- Assists in the development of current and long-term organizational goals and objectives as well as policies and procedures for BAM operations.

Establishes plans to achieve goals set by the Board of Directors and implements policies, subject to approval by the Board of Directors.

### **Core Competencies**

To perform effectively in this position, the individual should demonstrate the following competencies. These core competencies represent effective administration of BAM and its programs fulfilling the BAM mission.

Management: Maintains effective systems of internal controls to account for all receipts and expenditures of funds.

Job Knowledge: Understands the technical aspects of managing a nonprofit organization. Understands the duties and responsibilities of the position and keeps job knowledge up-to-date. Clearly understands the education mission of the organization and continuously works to promote BAM and achieve its goals.

Communication: Communicates effectively with multiple audiences using a variety of formats. Examples include: written communications that clearly outline the situation and action items; verbal presentations and briefings to the research and education managers, the board of directors and other parties; presenting at local meetings and to outside groups regarding a variety of issues affecting BAM.

### **Travel**

The executive director must be able to travel to attend conferences, training and other events as required to acquire and maintain proficiency in fulfilling the responsibilities of the position.

## Appendix N: Job Descriptions

### Director of Special Services Job Description

The successful candidate will be experienced in understanding all aspects of special services, possess strong communication and interpersonal skills, an understanding of current best practices in education, and a willingness to commit to the vision, mission and core values of Baxter Academy for Technology & Science.

**Contracted by:** Board of Directors

**Responsible to:** ~~Head of School~~

*Board of Directors*

**Supervises:** Education Technicians

Master's Degree with a minimum 3 years prior public school experience

#### **Education and Certification:**

Administrator of Special Education Certification (030) or willingness to complete certification within 3 years.

#### **Essential Duties and Responsibilities:**

Provide educational leadership and supervision and administration of all special services programs grades 9 -12.

Knowledge of current public school law, special education and 504 regulations

#### **Performance responsibilities:**

- Excellent organization skills
- Understand budgeting & school finance realities
- Excellent written and verbal communications skills
- Solid understanding of use of how to implement technology in all areas of curriculum and instruction
- Excellent computer skills (Google Apps for Education)
- Involvement in school and community
- Work with Director of Instructional Technology to provide professional development for teaching staff
- Provide daily supervision & evaluation of ed. tech staff

## Appendix N: Job Descriptions

### **Baxter Academy Head of School Job Description**

The Head of School is responsible to assure and maintain the mission, purpose, philosophy, and standards, as established by the Board of Directors of Baxter Academies of Maine.

**Contracted by:** Executive Director

**Responsible to:** Executive Director

**Supervises:** Teachers, Administrative Assistants, Education Technicians

**Evaluation:** The Head of School performance will be evaluated by the Executive Director annually under the provisions of the Board of Directors.

**Education:**

Bachelor's Degree in Education

Master's degree, from an accredited university, preferably in educational administration.

**Experience:**

Minimum of five years experience as a classroom teacher.

Minimum of three years experience as Secondary Principal or Head of School.

Master's degree from an accredited university, preferably in educational administration.

Maine School Administrative Certification or a willingness to obtain one within 3 years.

### **Professional Requirements**

The following will characterize the Head of School:

- Ability to articulate the BA philosophy of education consistent with school mission
- Broad experience as a school administrator
- Understanding of concepts and ideas found in effective schools research.
- Understanding of effective instructional strategies for students of varied abilities.
- Understanding of pertinent federal, state, and board laws, policies, rules, and regulations regarding school administration.
- Demonstrated organizational and management practice as applied to the analysis and evaluation of school programs, policies, and operational needs.
- Demonstrated ability to organize and administer personnel.
- Understanding of principles, practices, rules and regulations pertaining to student discipline.

- Demonstrated experience in supervision, training, and performance evaluation.
- Understanding of public relations programs and techniques related to school activities.
- Understanding of principles and practices of budget preparation and administration.
- Understanding of principles of management associated with maintaining the school's financial records.

**The Head of School shall have the ability to:**

- Apply the principles of conflict resolution to resolve interpersonal problems that arise with common sense and interpersonal skill.
- Demonstrate effective oral and written communication
- Develop leadership among the staff.
- Develop a strong stakeholder orientation in all school staff.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Administrate the principal's leadership of the entire school community through collection and analysis of the school's performance data and subsequent development of a school plan designed to address the identified needs.
- Direct and supervise administrators in performing required functions.
- Supervise the management of the school's educational and extra-curricular programs, activities, and operations.
- Supervise the planning and implementation an effective student discipline program.
- Supervise the preparation of the annual school budget.

**Performance Responsibilities**

Faculty and Staff:

- Develops the annual teaching assignments.
- Works with the Executive Director to revise Employee Handbook.
- Plans and administers teacher and staff orientation with the Director of Instructional Technology.
- Plans and administers teacher professional development days with the Director of Instructional Technology.
- Update monthly online school calendar for guest speaker and field trips.
- Supervision and evaluation of all teachers and education technicians.

Academics:

- Implements the academic program as received from the Executive Director.
- Recommends to Board changes or additions to the school's policies and procedure
- Maintains accurate school records in the Student Information System (SIS).
- Confers with parents, faculty, staff members, and any others as necessary regarding student progress.
- Oversees the determination of student awards and honors.

- Supervises large school-wide assessments (NWEA, PSAT & SAT)
- Uses data where appropriate to target students, faculty or areas of curriculum in need of improvement.

Parents:

- Plans events for parent-school dialogue including open house and parent-teacher conferences.
- Responsible for school response to parental concerns.
- Conducts constructive parent conferences and meetings as needed.

Discipline and Safety:

- Directs teachers in the execution of their responsibilities.
- Revises all Handbooks and school emergency plans and submits them to the Executive Director for approval.
- Supervises the school disciplinary program in keeping with school policies.
- Confers with parents, faculty, staff members, and any others as necessary regarding student discipline.
- Approves students to be put on probation, suspension or expelled.
- Creates and maintains a safe environment in the school.
- Schedules and conducts regular fire drills to comply with state law.

Finances:

- Together with Executive Director and the Director of Finance & Development, oversees spending to ensure it aligns with budget.
- Works with the school's administrative team in the preparation of the annual school budget.

Non-Academic Supervision and Administration:

- Approves all official school reports and documents bearing BA logo and/or letterhead and/or signed by BA employee or anyone acting as BA representatives (e.g. coaches, PTA members, etc.)
- Maintains compliance with federal, state, and board laws, policies, rules, and regulations regarding school administration.
- Attends meeting with PTA, Executive Director and Board of Director as needed.

## Appendix N: Job Descriptions

### **Baxter Academy Teacher Job Description**

**Contracted by:** Executive Director

**Responsible to:** Head of School

#### **Education and Certification:**

Bachelor's degree in related subject area with Masters degree preferred  
Ideal candidate would have a minimum of 3 years of experience as a classroom teacher at the high school level

Maine state teaching certification, or willingness to obtain it after 3 years

#### **NATURE OF WORK**

- Proven ability to design and implement engaging, complex and standards-based projects and assessments.
- Collaborates with grade level teachers to plan, integrate, and enhance plan student projects with expertise in Google Apps for Education.
- Provides standards-based, structured project-based learning that interconnects STEM subjects.
- Enthusiastic supporter of the schools mission, and the ability to clearly articulate a passion for our work to the public.

#### **REQUIRED EDUCATION AND EXPERIENCE**

- Four-year degree from a college or university, masters degree preferred
- Willingness to obtain Maine teaching certification after 3 years, if not already certified

#### **IDEAL EDUCATION AND EXPERIENCE**

- Strong online record of innovative and challenging teaching in a public or private school setting
- At least 2-5 years teaching experience using Google Apps for Education, including developing digital portfolios

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

##### Creating and Maintaining Effective Environments for Student Learning

- Maintains meaningful positive rapport with students and parents
- Manages a physical space that includes effective classroom management
- Encourages student behavior that promotes character development

##### Planning Instruction and Designing Learning Experiences for All Students

- Develops rigorous lesson plans that are driven by student assessment
- Designs assessments that allow students to respond in a variety of ways to curriculum that's taught

- Ensures that students display knowledge of grade-level content standards
- Uses technology to promote learning, creativity, and collaboration

#### Engaging and Supporting All Students in Learning

- Consistently implements agreed-upon programs
- Implements IEPs and 504 plans
- Develops, implements, and assesses student learning using the BATS project assessment rubric

#### Learning Goals

- Designs and implements projects that encourage higher-level thinking
- Differentiates lessons to meet a variety of students' needs

#### Communication

- Maintains regular communication with staff members & parents
- Respond to communication within 1 work day
- Collaborate with faculty on lesson plans and objectives
- Keep individual contact with parents
- Update class blog or website daily
- Communicates with students in an effective and appropriate manner
- Builds positive relationships with parents
- Handles confidential information in a responsible and professional manner

#### Designs instruction to include important aspects of professional practice

- Communicates initially and as needed with parents and homeroom teachers
- Plans long term and daily
- Integrates content across two or more subjects whenever possible
- Manages classroom with respect and professionalism at all times
- Understands multi-age groups and adapts approach
- Formatively assesses and reflects to inform future lessons
- Ability to share learning in a variety of ways, online and at school based events

#### Continuous Inquiry and Improvement

- Uses formative assessment to analyze progress toward student goals
- Seeks feedback about one's teaching practice and use as formative assessment when designing instruction
- Takes risks and seizes leadership opportunities
- Seeks information about recent research and current best practices
- Collects and analyzes data to evaluate and improve teaching practice
- Pursues professional development that supports improved classroom practice and/or contributions to the field
- Incorporates newly acquired knowledge and skills into work
- Collaborates with colleagues to increase student learning
- Sets challenging goals that support improved student learning and reflect on progress towards your goals
- Strives to improve the school as a whole

- Uses pre-assessments to plan differentiated instruction
- Self-assesses one's teaching practice

#### School Leadership

- Researches and attends trainings that further ones' professional career and student success
- Shares professional expertise and passion with the staff
- Collaborates and be an open resource to others
- Participates and support in communal responsibilities

## Appendix N: Job Descriptions

### **Baxter Academy Administrative Assistant Job Description**

The successful candidate will support all students and staff members with excellent organizational skills and ability to multitask while maintaining pleasant disposition.

**Contracted by:** Executive Director

**Responsible to:** Head of School

#### **Education and Certification:**

Minimum of 2 years of college, Bachelors degree preferred

#### **Performance responsibilities include:**

- Work in a cooperative and respectful manner with students, staff, parents, and community members
- Greet students, parents and staff and direct them to appropriate services
- Schedule students with outside service providers
- Maintain school maintenance log
- Answer office phone calls and take messages for staff
- Maintain and update student cumulative and special education records
- Enroll new students
- Process and mail requests for student records, transcripts, disability forms, etc
- Process and mail information to parents and students
- Maintain and update student transcripts
- Enter into Infinite Campus (or other SIS) student schedules, course requests, etc
- Participate in activities and meetings with staff
- Schedule IEP meetings in accordance with special education timelines
- Provides support to the Head of School and the Director of Special Services
- Process purchase orders, place orders for staff, track inventory, complete printing and copying projects, distribute special education documents within regulatory timelines.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 16 2012

BAXTER ACADEMIES OF MAINE  
C/O PRETIPLAHERTY  
LEONARD M COLE  
PO BOX 9546  
PORTLAND, ME 04112-9546

Employer Identification Number:  
45-3626229  
DLN:  
17053329311001  
Contact Person:  
TERRY IZUMI ID# 95048  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 7, 2011  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

P. O. BOX E505  
CINCINNATI, OH 45201  
EAXTEE ACADEMIES OF MAINE C/O PEETIFLAHERTY LEONARD M COLE  
PO Box 9545  
PORTLAND, ME 04112-9546

Dear Applicant =  
DEPARTMENT OF THE TREASURY  
Employer Identification Number:

DLN:  
171353329311001

Contact Person;  
TERRY IZUMI ID# 95043 Contact Telephone Number:

ta/7) S29-5500 Accounting Period Ending:  
June 30 Public: Charity Status:  
170 (b) (1) (A) (vi) Form 990 Required;  
Yes Effective Date of Exemption:

March , 2 0 1 1

Contribution Deductibility:

YES

Addendum Applies:

Yes

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c) (3) of the Code are further classified as either public Charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 42:21-PC, Compliance Guide for 501(c) (3) Public Charities, for some helpful information about your responsibilities as an exempt Organization .

Letter 947 (DO/CG)

BAXTER ACADEMIES OF MAINE

we have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

BAXTER ACADEMIES OF MAINE

INFORMATION FOR CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure '75-50, 1975-2 CB.13., page 537, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, annulled, or not renewed, you will be required to comply with Revenue Procedure '75-50.

Letter 947 (DO/CG)

TOTAL P. 004

**Allison Crean Davis, Ph.D.**

Dr. Crean Davis earned her B.A. in both Psychology and Spanish from Lafayette College, where she was awarded the Frank Kline Baker Prize in Spanish, and her Ph.D. in Psychology from the Institute of Psychology, Illinois Institute of Technology, where she specialized in child/developmental psychology.

Dr. Crean Davis has a diverse background as a consultant, researcher, evaluator, and practitioner in education. She brings vast experience working with educators, policymakers, and funders at the national, state, district, and local school levels and across the continuum of pre-K to postsecondary institutions and has served on the boards for the Center for Research and Service at the Illinois Institute of Technology and Woodside School in Concord, New Hampshire.

Dr. Crean Davis is co-founder of New Legacy Partnerships, an education consulting firm whose clients include The Wallace Foundation, The Center on Innovations in Learning at Temple University, Reading Partners, The Tampa Bay Education Partnership at University of South Florida, and TCC Group. She is also an evaluator and advisor to the Virginia STEAM Academy, a public, residential high school focusing on developing leaders in science, technology, engineering, and applied mathematics. She previously founded and led Informed Educators Consulting Group, during which time she worked with the Bureau of Indian Education, Florida and the Islands Regional Comprehensive Center, the New England Regional Comprehensive Center, and the Center on Innovation and Improvement at the Academic Development Institute. The common denominator to her work is her passion for infusing systems with a process for informed decision-making for sustainable improvement.

Prior to her work as a consultant, Dr. Crean Davis was the Program Director for Research for the North Central Regional Educational Laboratory's (now known as "Learning Point Associates") Center for Data Systems and Development. Dr. Crean Davis has also worked as an administrator and counselor for the City Colleges of Chicago, has taught in special education programs for emotionally disturbed youths, and has extensive experience providing psychological diagnostic assessment and treatment services to children and families. Before this, Dr. Crean Davis worked in corporate settings as a buyer for a nationally distributed retail catalog and as a participant in the Executive Training Program for Macy's Northeast.

Dr. Crean Davis resides in Kennebunk, Maine.

## CURRICULUM VITAE

Allison Crean Davis (Cromey)

2 Caly Hollow Road · Kennebunk, Maine 04043

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### Education:

- 1995 - 1999      Ph.D. Psychology, Clinical  
Institute of Psychology, Illinois Institute of Technology  
Chicago, IL. (APA accredited)
- 1988              B.A. Psychology, B.A. Spanish  
Lafayette College, Easton, PA
- 1986              Semester Study Abroad Program in Colombia, South America  
Great Lakes Colleges Association

### Major interests:

Systems Change  
Application of Performance Management tenets to Education  
Data-driven decision-making in Schools  
Cultural Competency in Education

### Special Skills:

Research and Evaluation  
Quantitative statistical analysis  
Training and Facilitation  
Bilingual (English/Spanish)

### Honors:

Aderman Scholarship Fund for Research Activity, IIT, 1999; Oral Comprehensive Exam: Passed with Special Commendation; Deans List, Lafayette College, 1987, 1988; Frank Kline Baker Prize in Spanish, Lafayette College; Psi Chi (The International Honor Society in Psychology); Sigma Xi (The Scientific Research Society)

### Consultation Experience:

*2001 - Present*

- Founder & Executive Director; Informed Educators Consulting Group (2001 – 2011).
- Co-Founder; New Legacy Partnerships, LLC (2011 – present). Lead group of education consultants specializing in helping educators engage in evidence-based systemic change at the national, state, district, and school levels, generating improved outcomes for students and the system as a whole.

Sample of clients and engagements, present and past:

- Center on Innovations in Learning at Temple University. External evaluator for five-year, federally-funded content center.
- The Wallace Foundation. In partnership with RAND Corporation, providing support for continuous improvement to six urban districts (Boston, Cincinnati, Dallas, Duval County, Pittsburgh, Rochester) participating in Wallace's multi-year Summer Learning Demonstration. Assist in planning initiative, guide districts in the use of formative evaluation data from RAND for improvement purposes, provide assistance in the design of professional development and transfer of learning to the instructional setting.

- Virginia STEAM Academy. Evaluator and advisor to this public, residential high school focusing on developing leaders in science, technology, engineering, and applied mathematics. Slated to commence with middle school summer academy in summer 2013 and full-time high school in 2014. Anticipated location: Fort Monroe, Virginia.
- Center on Innovation and Improvement (CII) at Academic Development Institute. CII is a national content center that supports regional centers in their work with states to provide districts, schools, and families, with the opportunity, information, and skills to make wise decisions on behalf of students. Specific consulting engagements include:
  - Client and Marketing Study for CII’s “Indistar”: A web-based system implemented by a state education agency, district, or charter school organization for use with district and/or school improvement teams to inform, coach, sustain, track, and report improvement activities in alignment with evidence-based indicators.
  - Florida and the Islands Comprehensive Center (FLICC) at Educational Testing Service (ETS): Assisting the FLICC team as it addresses the needs of its client, Virgin Islands Department of Education, in relation to refining their school improvement planning process and rolling it out to districts and schools. Specific contributions include: Simplifying the planning process through systemically aligning outcomes, processes, and the planning approach itself via logic modeling; Facilitating the School Improvement Task Force in the design of an Educational System Improvement Process (*eSIP*); Training school improvement teams to analyze relevant data and incorporate findings into the planning process; Writing large components of the territory-wide Operational Manual for *eSIP*, and collaborating with FLICC’s partner firm (Edvantia, Inc.) in designing and implementing project evaluation.
  - New England Comprehensive Center (NECC) at RMC Research Corporation: Assisting the NECC team and the Vermont Department of Education as it engages in a self-assessment and planning process with the aim of designing an effective Statewide System of Support for Supervisory Unions, Districts, and Schools that will meet the spirit of ESEA requirements and the learning needs of all students in Vermont.
- University of South Florida (USF) David C. Anchin Center, CHOICE grant. In collaboration with Dr. Donna Elam, provided technical assistance and training to CHOICE grantees in the analysis of programmatic design and impact of school attractor models and preparation for program sustainability. This grant is now housed at USF with the Tampa Bay Educational Partnership.
- Bureau of Indian Education (BIE) / US Department of Interior
  - BIE Statewide System of Support (SSoS).
    - Serve as External Advisor, Trainer, and Coach to Senior Management Team in the design, infrastructure development, implementation, and evaluation of BIE’s statewide System of Support. The aim of the Statewide System of Support is to increase the number of BIE schools making Adequate Yearly Progress and improve the percent of students that are proficient in Reading and Mathematics. The SoS was piloted with 29 schools in two states in 2008 – 2009 and is being scaled to 49 schools across the country in 2009 – 2010.

- Facilitate the development of key partnerships to assist in the attainment of systemwide goals (e.g., Northwest Evaluation Association, Center on Innovation and Improvement).
  - Create reports, white papers, and grant proposals with the purpose of driving system goals and attaining additional resources.
    - ✓ Educational Leadership. Engage system-wide leaders across 23 states in district- and school-level analyses of student achievement data, financial allocations, and progress on school reform goals to guide large-scale planning for change.
    - ✓ BIE High School Excellence Initiative. Participate in Advisory Team planning to reimagine the BIE Off-Reservation Boarding School (ORBS) high school years into an internship-based, partner-driven, Career Pathways experience leading to post-secondary education and/or career-related employment.
    - ✓ Post-Secondary, Evaluation, and Policy. Guide strategic planning sessions for postsecondary institutions, train in methods of evaluation, and apply findings within strategic planning sessions. Design methodology for internal evaluation of special projects, e.g., Youth Leadership Challenge.
    - ✓ BIE FOCUS . Provide ongoing professional development around data-driven continuous improvement to 14 schools that are close to AYP benchmarks.
    - ✓ Corrective Action Schools. Facilitate data-driven school improvement process with 40 low-performing, bureau-operated schools via on-site and regional data analysis workshops and follow-up visits.
    - ✓ Digital Learning online course development. *In collaboration with University of Kansas e-learning laboratory*: Create and write web-based professional development series helping schools use data in their school improvement efforts. Finished product can be found at: <http://elearndesign.org/datadriven/>. Password instructions provided on given web page.
- Cibecue Community Schools, Cibecue, AZ.
- Improve student achievement through ongoing technical assistance and support related to:
    - Optimizing opportunity: Providing a foundation for coherent and collaborative school improvement processes (e.g., planning, implementation, evaluation) through both within- and across-school PLCs.
    - Improving capacity: Improving Instructional processes, particularly in the areas of reading and math.
    - Creating incentives: For professional learning and improvement through targeted, goal-related feedback, focused leadership, and forums for evidence-based, collaborative decisions.

- Reading Partners, Oakland, CA.
  - In an effort to secure a highly competitive growth capital grant through the Edna McConnell Clark (EMCF) Foundation (EMCF), Reading Partners (RP), a non-profit organization, engaged New Legacy Partnerships (NLP) to perform an initial “audit” of its current evaluation and assessment practices in relation to industry/academic standards. NLP provided feedback and recommendations to assist RP in preparation for the EMCF Due Diligence process. RP was successful in the competition and was awarded sizeable and significant grant funding to bring its regional project to national scale.
  
- TCC Group, New York, NY.
  - Provide support for various external evaluation, training, and dissemination assignments.
    - GEO (Grantmakers for Effective Organizations)
    - Howard Hughes Medical Institute, Chevy Chase, MD.
    - Office of Catholic Schools, Archdiocese of Chicago, Chicago, IL
    - Newark Public Schools, Newark, NJ
  
- Cherokee Central Schools, North Carolina. Introduce and build capacity for data-driven continuous improvement and research-based strategic planning throughout this K -12 school district. Provide targeted professional development and ongoing technical assistance through a combination of administrative and staff training, quarterly team meetings, and ongoing coaching.
  
- North Central Regional Educational Laboratory, Naperville, IL. (currently known as Learning Point Associates). Subcontracted to work with the following clients:
  - BIE: Provided extensive professional development, including 3-day “data retreats” and periodic follow-up visits to five low-performing “focus” schools, as well as consultation and research services to BIA/OIEP federal administrators.
  - BIE: Provided consultation and evaluation services related to implementation of the “Therapeutic Model” at 3 sites.
  - Aptakistic-Tripp Community Consolidated School District 102, Buffalo Grove, IL: Facilitated 2-day “data retreat” with district improvement team.
  
- Northbrook School District 27, Northbrook, Illinois. Developed and facilitated year-long professional development study group, “Understanding Mathematics Assessment Data”, for teachers and administrators in this K – 8 school district. Assisted district administrators in the development of student achievement database. Provided data-analysis to respond to guiding questions for school improvement.

**Research and Evaluation Previous Experience:**

*December, 2000 – September, 2001*

Program Director- Research, Center for Data Systems and Development, North Central Regional Educational Laboratory (NCREL) (now known as Learning Point Associates), Naperville, IL.

- Managed the design, implementation, budget, and dissemination of research-oriented activities within the Center.
- Supervised professional and support staff.

- Collaborated within NCREL and with external partners.
- Stimulated diversified funding for Center and NCREL by obtaining external contracts with and preparing grants for funding organizations.

*July, 1999 – November, 2000*

Program Associate, Evaluation and Policy Information Center, North Central Regional Educational Laboratory (NCREL) (now known as Learning Point Associates), Oak Brook, IL.

- Designed evaluation plans and proposals. Led and conducted program evaluations (i.e., quantitative and qualitative research and data-analyses).
- Disseminated research findings and information regarding best-practices in schools to various educational stakeholders.
- Consulted with administrators and teachers regarding generation and utilization of relevant data in schools to inform decisions regarding curriculum and instruction.
- Assisted state education agencies in development of web-based decision-support-systems for analysis of large-scale assessment data and organization of related standards and resources for educators.

*August, 1998 – June, 1999*

Program Assistant, North Central Regional Educational Laboratory (NCREL) (now known as Learning Point Associates), Oak Brook, IL.

- Assisted in design and implementation of program evaluations, conducted field research (including classroom observations and teacher and administrator interviews), conducted quantitative and qualitative data analyses, and delivered and evaluated in-school interventions with administrators, teachers, and students.
- Reported findings from all of the above activities in oral and written format internally and to external stakeholders (administrators, teachers, and parents).

*April, 1998 – July, 1998*

Research Assistant, IIT, Tools for Schools Project. Funding: North Central Regional Educational Laboratory. Performed observation and consultation at schools in Chicago, Connecticut, Boston, and Seattle having innovative methods of data collection, analysis, and utilization which drives decision-making and curriculum development. Organized and presented findings to research team. Assisted in preparation for several manuscripts.

*1997 – 1999*

Lab Director for Robert Schleser, Ph.D., Professor, Illinois Institute of Technology, Chicago, IL. Organized and implemented research efforts of 15 graduate students investigating cognitive and social development in children. Lab-wide research project involved investigating the relationship between cognitive development and social competence in 5 to 7 year old children, while considering the effect of potential mediating variables, such as the educational setting.

*January - May, 1997*

Research Assistant, Study of Parental Perceptions of Multiage Programming, Whittier School, Oak Park, IL. Participated in data entry and analysis, as well as presentations of results to faculty and administration.

1996 - 1997

Masters Thesis, Institute of Psychology, Illinois Institute of Technology, Chicago, IL. Conceptualized topic, reviewed literature, collected and analyzed data, and wrote resulting thesis looking at action identification in novice and experienced athletes.

1986-1988

Research Assistant, Lafayette College, Easton, PA Assisted in the coordination and implementation of research in psychology. Three publications resulted.

### **Educational Experience:**

2013 –Present

Board of Directors, Baxter Academy for Technology and Science. Portland, Maine.

2007 –2010

Board of Directors, Woodside School. Concord, New Hampshire.

1995 – 1998

Wright College / Humboldt Park Vocational Education Center (One of the City Colleges of Chicago).  
(Bilingual site, Student Population: 1,300)

➤ *September, 1997 - April, 1998*

Director, Administrative and Student Services.

Supervised Counseling (5 Counselors), Tutoring, Admissions, Business Services, and Financial Aid services while planning curriculum programming for four vocational programs. Created and supervised maintenance of databases aimed to streamline student services. Assisted in data collection and interpretation of program evaluations, attendance patterns, and various student services. Assisted in preparation of annual presentation to Board of Directors. Facilitated student focus groups.

➤ *June, 1997 – September, 1997*

Assistant Dean (Interim Position). Provided administrative and supervisory services for this branch of the college while assisting in search for permanent candidate. Performed aforementioned duties (above). Worked with coordinators of Continuing Education and Adult Learning Skills Programs to coordinate registrations. Organized graduation ceremonies and recruiting efforts.

➤ *October, 1995 – June, 1997*

Counselor, Vocational Programs. Provided individual, academic, and occupational counseling to students in four vocational programs. Delivered programming to classes regarding time management, effective communication, goal setting, and job search strategies. Facilitated communication between students and administration. Helped plan and implement recruiting and marketing strategies. Administered, evaluated, and made recommendations based on the TABE (Test of Adult Basic Education).

Fall 1996

Teaching Assistant, Institute of Psychology, Illinois Institute of Technology, Chicago, IL. Co-taught an Introductory Psychology course to undergraduates. Participated in planning and delivery of curriculum as well as student assessment.

*1994-1995*

Associate Teacher, Colonial Northampton Intermediate Unit 20, Easton, PA. Partial Hospitalization Program. Collaborated with four-member team to deliver educational and mental health services to emotionally disturbed adolescents.

*Summer 1994*

Teaching Assistant, The Children's Home of Easton, Easton, PA. Residential Treatment Center. Coordinated efforts with teaching, mental health, and residential staff to provide home-based academic programming for emotionally disturbed youths.

*1992-1994*

Teaching Assistant (New York State Certified), Rochester Mental Health, Halpern Education Center, Webster, NY. Day Treatment Center. Coordinated efforts with Teacher to provide New York State curriculum while delivering behavior management system in a fair, impartial and consistent manner. Member of Crisis Team and Teacher/Teaching Assistant Facilitation Team. Developed additional behavioral incentives within the classroom setting. Utilized CPI (Crisis Physical Intervention) when necessary.

*1986 – 1988*

Teaching Assistant, Lafayette College, Easton, PA (Physiological Psychology). Guided students through laboratory techniques while acting as a liaison between professor and student.

**Clinical Experience:**

*July, 1998 – June, 1999*

Therapy Practicum, Cook County Hospital, Department of Child Psychiatry Supervisor: Paul Driscoll, Ph.D. (Bilingual site). Performed individual and family therapy in English and Spanish with school-aged children and their parents in an outpatient hospital setting. Performed psychological assessments on an as-needed basis. Provided psychological consultation to Pediatric Clinic at Provident Hospital and to Emergency Room at Cook County Hospital. Consulted with related school personnel regarding IEP planning, in-class behavioral interventions, teacher-parent-clinician collaboration. Presented at and participated in group supervision seminars. Population included children (and their parents) between the ages of 5 and 15 of African-American and Latino descent with primarily low socioeconomic statuses.

*July, 1997 - June, 1998*

Diagnostic Practicum, Rush Presbyterian - St. Lukes Medical Center, Department of Psychiatry, Section of Child Psychiatry Supervisor: Abigail Sivan, Ph. D. Performed assessments with school-aged children and adolescents in inpatient, outpatient, and day school settings using measures of intellectual, neuropsychological, academic, and social/emotional functioning. Coordinated history, observations, findings, diagnostic impressions, and recommendations into psychological reports for multidisciplinary and parental use. Consulted with professionals and parents regarding findings and recommendations. Attended weekly didactic presentations covering current clinical issues and research findings. Population included children between the ages of 4 and 18 from low, middle, and upper-middle socioeconomic status groups.

*January - June, 1997*

Therapy Practicum, City of Chicago, Northwest Community Mental Health Center *Supervisor: Marilyn Marks-Frey, Ph.D.* (Bilingual site). Performed diagnostic interviews, assessments, and provided psychotherapy (in English and Spanish) to outpatient individuals. Population included adults of primarily Latino descent with low socioeconomic statuses.

*September - December, 1996*

Therapy Practicum, Human Resources Development Institute, Chicago, Illinois. *Supervisor: Jan O'Malley, Psy.D.* Performed diagnostic interviews evaluating the psychological functioning of women recovering from substance abuse disorders in inpatient residential settings. Performed short-term cognitive-behavioral psychotherapy with patients with dual diagnoses. Assessed relationship issues of infants and children residing with their mothers in this setting. Population included dual diagnoses adult females (and their children, when applicable) of African-American descent with low socioeconomic statuses.

*January - May, 1996*

Practicum, Psychology of Sport and Performance, Illinois Institute of Technology, Chicago, IL. *Supervisor: Robert Schleser, Ph.D.* Counseled undergraduates in various areas of sport and performance enhancement, including relaxation, imagery and concentration, goal setting, and exercise adherence. Participated in weekly supervision and didactic component. Responsible for presenting lectures and preparing evaluation tools on *Nutrition and Eating Disorders in Athletes*. Population included undergraduate athletes.

**Additional Professional Experience:**

*1994 - 1995*

Coach, Lafayette College Crew, Easton, PA. Recruited and introduced 40 collegiate men and women to the sport of rowing. Created and executed training program. Coordinated races at several major regattas.

*1990-1992*

Appleseeds, Inc., Beverly, MA. Began career as an Assistant Buyer; promoted within two and a half years first to an Associate Buyer, then a Buyer of four categories for two nationally distributed mail order catalogs.

*1988-1990*

Macy's Northeast, Edison, NJ Sales Manager. As part of the Executive Training Program, managed sales, merchandising, promotions, and staff of 18. Won corporate contest for Best Department.

**Publications:**

Crean Davis, A. (In press). Beyond our borders: The value of international benchmarks for the Virginia STEAM Academy. White paper for the Virginia STEAM Academy: Fort Monroe.

Johnson, C., & Crean, A. (2008). Effective Non-Profit Evaluation through a Community of Learners. Evaluation white paper published by TCC Group: New York.

Crean, A. (2003). Data-driven school improvement. Online course developed for Bureau of Indian Affairs / Office of Indian Education Programs in collaboration with University of Kansas elearning laboratory. [Online]. Available at: <http://elearndesign.org/datadriven/> (username=preview, password=previewonly).

Cromey, A.D. (2001). Data retreats: A conduit for change in schools. Using data for educational decision-making: The newsletter of the Comprehensive Center – Region VI, 6(1), 21 – 23. Madison: Comprehensive Center – Region VI.

Cromey, A. (2000). Using student assessment data: What can we learn from schools? Policy Issues, 6, 1-12. Oak Brook: North Central Regional Educational Laboratory.

Cromey, A., van der Ploeg, A., Masini, B. (2000). The call for data driven decision-making in the Midwest's schools: NCREL's response. [Online]. Available at: <http://www.ncrel.org/toolbelt/backgr.htm>.

Wilson, C. and Cromey, A.D. (1989). Evidence of a cholinergic input into the suppression of the transport response in white rats. Psychobiology, 17(1), 43-48.

Wilson, C. and Cromey, A.D., (1989). The effects of varying doses of pilocarpine on the transport response in white rats. Bulletin of the Psychonomic Society, 27(2), 138-140.

Wilson, C., Cromey, A.D., and Kramer, Eric. (1989). Tactile, maternal, and pharmacologic factors involved in the "transport response" in rat pups. Animal Learning and Behavior, 17(3), 373-380.

#### **Technical Reports:**

Crean Davis, A. (2012). Indistar®: Phase I: State client satisfaction, perceived strengths, and opportunities for enhancement. Evaluation report for the Academic Development Institute and the Center on Innovation and Improvement: Lincoln.

The New England Comprehensive Center with The Center on Innovation and Improvement (2010). Vermont State System of Support: Self Assessment Report. Report for the Vermont Department of Education, published by The New England Comprehensive Center.

Crean, A. (2008). Med-Into-Grad initiative: Midpoint reflection of the evaluation process. Evaluation report for the Howard Hughes Medical Institute, published by TCC Group: New York.

Andal, J.D., Crean, A., & Fosco, A. (2003). Executive Summary and Evaluation Report to BIA/OIEP: 2002 – 2003 Data Events. West Chester: Informed Educators Consulting Group.

Crean, A. & Salveson, C. (2002). Focus School Initiative 2001 – 2002. Naperville: North Central Regional Educational Laboratory.

Crean, A. & Salveson, C. (2002). Report to BIA/OIEP: Regional data retreats, 2002. King of Prussia: Informed Educators Consulting Group.

Crean, A.C. (2002). NCREL Data Retreats 2001: Report to the Office of Indian Education Programs, Bureau of Indian Affairs. Naperville: North Central Regional Educational Laboratory.

Friedman, L.B.; Cahill, S.; Cromey, A.; & Johnson, C. (2000). The Technology Initiatives of Five Families in the Los Angeles Annenberg Metropolitan Project, December 1998 through June 2000: Evaluation Report. Oak Brook: North Central Regional Educational Laboratory.

Cromey, A., & Hanson, M. (2000). An Exploratory Analysis of School-Based Student Assessment Systems. Oak Brook: North Central Regional Educational Laboratory

Cromey, A. (1999). The Hawthorne/Agassiz Arts Partnership in Education: An Evaluation of the Products and Processes of Integrated Arts Instruction. Oak Brook: North Central Regional Educational Laboratory.

Hanson, M., Masini, B., and Cromey, A. (1999). The Chicago Arts Partnerships in Education (CAPE): A Comprehensive Summary of Evaluation Findings. Oak Brook: North Central Regional Educational Laboratory.

Friedman, L.B.; Cahill, S.; Cromey, A.; and Johnson, C. (2000). The Technology Initiatives of Five Families in the Los Angeles Annenberg Metropolitan Project, December 1998 through June 2000: Evaluation Report. Oak Brook: North Central Regional Educational Laboratory.

Cromey, A., & Hanson, M. (2000). An Exploratory Analysis of School-Based Student Assessment Systems. Oak Brook: North Central Regional Educational Laboratory.

**Podcast:**

Johnson, C. & Crean, A. (2009). A Community of Learners. Can be heard at: <http://www.tccgrp.com/podcasts/community.php>

**Presentations:**

Crean, A. (2011). When D<sup>3</sup>M becomes SOP: From Theory to Practice. Invited presentation at the Wallace Foundation Arts Grantee Conference: Chicago.

Elam, D.; Crean, A., Lewis, K., & Dickerson, M. (2011). Assessment of Culturally Competent Practice that Impacts Student Achievement in Schools. Southern Minority Leadership Conference: Biloxi.

Johnson, C., & Crean, A. (2007). Community of Learners: The Triple Threat. Presentation at the American Evaluation Association Annual Conference: Baltimore.

Crean, A., Detrich, R., Lacroce, A., & Whitey, L. (2004). Reaching Out to School Stakeholders: Techniques, Tools, and Triumphs. Presentation at the 12<sup>th</sup> National Quality Education Conference: Chicago, IL.

Detrich, R., Whitey, F., & Crean, A. (2004). School partnerships: The infrastructure for continuous improvement at a K-4 school. Presentation at the 12<sup>th</sup> National Quality Education Conference: Chicago, IL.

Udelhofen, S. & Crean, A. (2004). Curriculum Mapping & Data-driven Decision-making: Working together for Continuous Improvement. Curriculum Mapping Midwest Regional Conference: Indianapolis, IN.

Udelhofen, S. & Crean, A. (2004). Curriculum Mapping & Data-driven Continuous Improvement: Propelling the Change Process. Curriculum Mapping Midwest Regional Conference: Indianapolis, IN.

Crean, A. (2003). Beginning the Process of Continuous Improvement in Native American Schools. Presentation at the 11<sup>th</sup> National Quality Education Conference: Albuquerque, NM.

Crean, A. & Lacroce, A. (2002). Assessment & data analysis: Where have we come from? Where are we going? Invited presentation at the BIA/OIEP/CSI Focus School Collaborative Week, Albuquerque, NM.

Wallach, G. I., Schleser, R., Cromey, A., & Andal, J. (2001). The Longitudinal Effects of Multi-Age Programming on Social Competence in School-Age Children. Poster session presented at the 2001 Biennial Meeting for the Society for Research in Child Development, Minneapolis, MN.

Cromey, A. & Grady, S. (2001). Data-driven decision-making. Invited presentation at the Bureau of Indian Affairs / Office of Indian Education Programs National Spring Conference: Building Exemplary Schools for Tomorrow, San Diego.

Cromey, A. (2001). Using student assessment data: What can we learn from schools? Invited presentation at the US Department of Education for the Office of Elementary and Secondary Education and the Bureau of Indian Affairs, Washington D.C.

Cromey, A., Dewey, J., Johnson, C., Aumiller, E., Vance, J. (2000). Using Data for Continuous Improvement in Schools: A Session for Practitioners. Presentation at NCREL's 1<sup>st</sup> Annual Conference: Going the Distance for Educational Reform: Promising Resources, Outreach, and Methods. Lisle, Illinois

Cromey, A. (2000). The "How" and the "What" of Education Decision Support Systems: Changing the Lenses. Invited presentation at OCIO/CCSSO National Meeting on Ideal Education Information, Washington, D.C.

Cromey, A. (Chair), Merbitz, C., Peyton, D., van der Ploeg, A., & Aumiller, E. (2000). Behaviorism & Constructivism: In the Same Classroom. Panel presentation at the annual convention of the Association for Behavior Analysis (ABA), Washington, DC.

Cromey, A., & van der Ploeg, A. (April, 2000). Learning from Data-Driven Decision Making in Classrooms: An Empirical Trial. Paper presented at the annual meeting of the American Educational Research Association (AERA), New Orleans.

Pichler, R., Schleser, R., Cromey, A., & Andal, J. (2000). Assessing Five- to Seven-Year-Old Children's Social Status as a Function of Grade and Gender. Poster session presented at the 16<sup>th</sup> Biennial Meeting for the Conference on Human Development, Memphis, TN.

Cromey, A., & Merbitz, C. (1999). Precision Teaching & Data Driven Decision-making: Making it Happen in Public Schools. Presentation made at the 14<sup>th</sup> International Precision Teaching Conference, Provo.

van der Ploeg, A., & Cromey, A. (1999). Implementing Data-Driven Decision Making and Classroom-Level Evaluation: How will it Play in a Small Midwestern Town? Paper presented at the annual conference of the American Evaluation Association (AEA), Orlando.

Rubin, A.S., Schleser, R., Cromey, A.D., & Neul, S.L. (1999). Discrepancies in perceived and actual peer ratings as a direct measure of perspective-taking in children. Poster presented at the 33<sup>rd</sup> annual convention for the Association for Advancement of Behavior Therapy (AABT), Toronto.

Lindsley, O., Cooper, J., Clorfene, J., Cromey, A., Frieswyk, B., Fabrizio, M., Robbins, J., and Merbitz, C. (Instructors) (1999). Standard Celeration Chart Reading and Charting. Workshop presented at the annual convention of the Association for Behavior Analysis (ABA), Chicago.

Cromey, A.D. (Presenter), Neul, S., & Schleser, R. (1999). Impact of multiage programming on social competency in five to seven year old children. Poster session presented at the biennial meeting of the Society for Research in Child Development (SRCD), Albuquerque.

Neul, S., Cromey, A., & Schleser, R. (1999). The role of cognitive development level in the five to seven year age range in understanding self-perceptions of competency versus perceptions of self-competency as viewed by peers and teachers. Poster session presented at the biennial meeting of the Society for Research in Child Development (SRCD), Albuquerque.

Cromey, A.D. (Presenter) & Schleser, R. (1997). Mediation of action identification in rowers. Poster session presented at the annual meeting of the Association for the Advancement of Applied Sport Psychology (AAASP), San Diego.

Petersen, G., Schleser, R., Cromey, A., Rubin, A., and Azzi, L. (1997). Applied Sport Psychology and Psychological Well Being. Poster session presented at the annual meeting of the Association for the Advancement of Applied Sport Psychology (AAASP), San Diego.

## PETER G. MONTANO, CPA – CLIENT SERVICE DIRECTOR



Peter has over 20 years experience providing audit, advisory and tax services to nonprofit organizations and venture funds. He is responsible for the planning, control and coordination of audit services, issue identification and resolution, and presentation of the final management letter, financial statements and compliance reports.

Peter became a Certified Public Accountant in 1992 and joined Macpage in 1994.

### KNOWLEDGE AND EXPERTISE

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- Peter speaks regularly on topics affecting nonprofits and gives seminars on financial management.
- He assists nonprofit management and board members with implementing best practices.
- His advisory areas of expertise include:
  - Strategic business planning
  - Financial regulations
  - Internal control design
  - Governance
  - Audit and consulting services related to federal and state compliance
  - Grant compliance training and programs development
  - U.S. Department of Housing and Urban Development compliance and reporting

### EDUCATION/CERTIFICATIONS/AFFILIATIONS

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**ST. JOHN'S UNIVERSITY** – Queens, NY

Bachelor of Science – Accounting

*American Institute of Certified Public Accountants – Member*

*Maine Association of Nonprofits – Advisory committee member and past treasurer*

*Maine Community Foundation – Audit committee member*

*Baxter Academy Charter School – Treasurer*

*Boy Scouts of America - Assistant Scout Leader*

*South Portland American Little League – Treasurer*

# Peter F. Morrison

27 Farwell Avenue  
Cumberland, ME 04021

207.831.9185  
[petermorrison665@gmail.com](mailto:petermorrison665@gmail.com)

## PROFILE

- Accomplished business professional with over seventeen years in operations and sales
- Resourceful and results driven leader, ability to seek business opportunities and develop strong customer and vendor relationships
- Strategic thinker, organized and able to manage challenging economic business issues
- Proven competencies in forecasting, negotiating and cost control

## PROFESSIONAL EXPERIENCE

### **D&M Distributors**, Portland, Maine, 1995-Present

A wholesale-to-trade supplier of marine, upholstery and drapery workroom supplies.

**Consultant, Former Owner and General Manager** of specialty wholesale business serving customers primarily in New England. Accountable for all aspects of management, including business development, operations, logistics and developing strategies. Currently serving as a consultant to present owner.

### *Key Business Accomplishments*

#### **General Operations**

- Successfully prepared business for sale through economic recession, maintaining a 36% gross profit by continuing commitment of focusing on bottom-line number and being highly selective on customer and vendor mix.
- Entered the business in a partnership relationship, purchasing 25% of the business after the first year and purchased the remaining 75% after 6 years. As of 2008, operated business debt free.
- Managed relationships with over 75 vendors. Achieved 100% of all payables within terms resulting in strong industry partnerships with national and international corporations.
- In 2006, diversifying company assets, purchased a 10,000 square foot location, doubling potential warehousing capacity. In 2007, occupied 6500sf and leased remaining 3500sf, leading to a sound real estate investment.
- In 2011, in preparation of sale of the business, successfully sold company physical headquarters to existing tenant. Allowed potential buyer the flexibility to assess viable future location.

**Sales and Customer Service**

- Successfully built business and developed key accounts in the marine and other select upholstery markets. Results and reputation based on a long term customer commitment as well as “owner in the store” model.
- Over tenure of business, expanded product line and territory. From 1995 to 2002, business sales doubled in size with over 260 accounts. Successfully managed accounts receivables with 90% of customers paying within terms. Achieved \$1M in sales in 2000.
- Managed diverse mix of over 600 sku’s. Through persistent analysis, able to develop and maintain solid reputation as a distributor committed to appropriate inventory levels.
- Ninety-nine percent of all orders placed were shipped the same day allowing business to successfully compete against larger corporations that could not provide same personalized service.

**EDUCATION**

B.S. Marketing, Business Administration - Northeastern University, Boston, Massachusetts, 1992

**COMMUNITY INVOLVEMENT**

North Yarmouth Academy, Assistant Women’s Hockey Coach  
Casco Bay Youth Hockey, Head and Assistant Coach for girls 9-14 years of age

# KELLI PRYOR

## PROFESSIONAL EXPERIENCE

**CAFAM CHINESE SCHOOL**, Portland, Maine 2002 – Present

### Director/Principal

- Oversee a Chinese-heritage program that includes Mandarin language instruction, traditional dance classes, cultural workshops, martial arts, and art.
- Recruit and hire teachers.
- Coordinate a large volunteer support system.
- Build a sense of community among the hundred-plus students and their families.

## WRITING EXPERIENCE

**SCREENWRITER** 1992 – Present

- Sundance Writing fellow
- Developed adaptations of novels and memoirs for Dreamworks, Warner Brothers, and Hallmark Hall of Fame.
- Wrote movies for Lifetime and Hallmark Channel.
- Member of the Writers' Guild of America, East

**AUTHOR** 1994 – Present

- Non-fiction (*No Words to Say Goodbye; For Real*)
- Fiction (*Angel Flying Too Close to the Ground; Because I Wanted You; After You*)
- Novelization (*Step-mom*)

**JOURNALIST** 1980 – 1993

- Writer on the founding staff of *Entertainment Weekly Magazine*
- *New York Magazine*, associate editor and writer
- *Vanity Fair*, researcher
- *Life* magazine, intern

## EDUCATION

University of Missouri School of Journalism May, 1986  
Bachelor of Journalism, *summa cum laude*

## OTHER EXPERIENCE

- Homeschooling parent of twin daughters 2000 – present
- Organic gardener

## **Budget Projections - 2013-2014/2014-2015/2015-2016**

The proposed 3 year budget for the Baxter Academy for Technology & Science anticipates opening as a charter school in September of 2013. The budget includes personnel and expenses necessary to operate the academic programs based on the planned enrollment, maintain the school building and provide financial management.

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**Budget Summary- backup**  
**June 30, 2014, 2015 and 2016**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>Revenues</b>			
Per-Pupil Allocation	1,177,930	1,902,810	2,627,690
Contribution	107,000	125,000	90,000
cash carryover from 2013	140,000		
Contribution	200,000		
Other revenue	50,000	72,250	90,000
	<u>1,674,930</u>	<u>2,100,060</u>	<u>2,807,690</u>
<b>Expenses</b>			
Instructional Services	585,500	1,028,950	1,352,226
Special Education Services	111,000	170,000	216,250
Supplemental Programs & Services	10,000	15,000	20,000
Library	5,750	8,625	11,500
Student Support Program & Services	17,000	76,000	82,000
Facilities	203,000	260,500	330,200
Transportation & Food Service	177,500	181,600	198,800
Administration & Support	389,000	411,750	475,545
	<u>1,498,750</u>	<u>2,152,425</u>	<u>2,686,521</u>
<b>SURPLUS or (DEFICIT)</b>	<u>176,180</u>	<u>(52,365)</u>	<u>121,169</u>
Beginning cash	-	176,180	123,815
Line of credit drawdown (payback)	<u>-</u>	<u>-</u>	<u>-</u>
Ending cash	<u>176,180</u>	<u>123,815</u>	<u>244,984</u>

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**State Charter School Commission**  
**Three year detail budget-backup**

	Year One	Year Two	Year Three
<u>Revenues</u>			
Per-Pupil Allocation	1,177,930	1,902,810	2,627,690
Federal Entitlement Funds	10,000	15,000	20,000
Federal and State Grants	-	-	-
Foundation Grants	-	-	-
Fundraising Events	10,000	10,000	10,000
Contributions	200,000		
Contributions	30,000	47,250	60,000
cash carryover from 2013	140,000		
Contributions	107,000	125,000	90,000
	-----	-----	-----
	1,674,930	2,100,060	2,807,690
<u>Expenses</u>			
<i>Instructional Services</i>			
Teacher Salaries & Benefits	540,000	934,200	1,232,226
Substitute Salaries & Benefits	5,000	7,000	9,000
Aides Salaries & Benefits	-		
Textbooks	500	750	1,000
Classroom Supplies	10,000	15,000	20,000
Classroom Furniture		10,000	10,000
Classroom Equipment			
Academic Computers/Software		20,000	25,000
Staff Development	10,000	12,000	15,000
Travel & Conferences			
Other: Distance Learning courses	20,000	30,000	40,000
Other: Enrichment Programs			
	-----	-----	-----
Instructional Services	585,500	1,028,950	1,352,226
<i>Special Education Services</i>			
Teacher Salaries & Benefits			
Aides Salaries & Benefits	30,000	62,500	93,750
Special Facilities/Equipment			
Curriculum			
Instructional Materials	5,000	7,500	10,000
Contracted Services	10,000	20,000	30,000
Director of Special Services/ set	66,000	80,000	82,500
	-----	-----	-----
Special Education	111,000	170,000	216,250

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**State Charter School Commission**  
**Three year detail budget-backup**

	Year One	Year Two	Year Three
<i>Supplemental Programs &amp; Services</i>			
Athletic Programs			
Art & Enrichment Programs	5,000	7,500	10,000
Summer/Bridge School/Programs			
After-School Programs			
Community Service Programs			
English Language Learner Programs	5,000	7,500	10,000
Music Programs			
Tutoring Programs			
Uniforms			
Other:			
	-----	-----	-----
Supplemental Programs	10,000	15,000	20,000
<i>Library</i>			
Librarian Salary & Benefits			
Books & Other Reading Materials	500	750	1,000
Furniture			
Computers/Software	5,000	7,500	10,000
Audiovisual Equipment	250	375	500
Other:			
	-----	-----	-----
Library	5,750	8,625	11,500
<i>Student Support Program &amp; Services</i>			
Nurse Salary & Benefits	10,000	12,000	15,000
Health Supplies & Equipment	1,000	2,000	3,000
Guidance Counselor Salary & Benefits		54,000	54,000
School Psychologist Expense			
Volunteer Expense			
Other: Testing/Appraisal & Support Svcs	2,000	3,000	4,000
Other: Contract Service Guidance/Assess	2,000	2,000	2,000
Other: Supplies, etc.	2,000	3,000	4,000
	-----	-----	-----
Student Support	17,000	76,000	82,000
<i>Facilities</i>			
Rent/Lease/Mortgage	165,000	210,000	267,200
Maintenance Salaries & Benefits			
Maintenance & Repair Expenses	5,000	6,000	7,000
Utilities	10,000	15,000	20,000
Telephone	2,000	3,000	4,000
Internet Services	1,000	1,500	2,000
Fire & Security			
Custodial Services	20,000	25,000	30,000
Custodial Supplies			
Waste Disposal			
Other: Parking			
	-----	-----	-----
Facilities	203,000	260,500	330,200

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**State Charter School Commission**  
**Three year detail budget-backup**

	Year One	Year Two	Year Three
<i>Transportation &amp; Food Service</i>			
Busing Costs			
Driver Salary & Benefits			
Field Trip Expense			
Food Service Salaries & Benefits			
Food Service Supplies & Equipment			
School Breakfast Expense			
School Lunch Expense			
School Snacks Expense			
Other: Food Services	20,000	21,600	28,800
Other: Student Transportation	157,500	160,000	170,000
	-----	-----	-----
Transportation & Food Service	177,500	181,600	198,800
<i>Administration &amp; Support</i>			
Administrators' Salaries & Benefits	142,500	150,750	159,825
Staff Salaries & Benefits	102,000	112,200	153,420
Office Supplies	5,500	8,500	11,500
Photocopy Expense	2,000	2,000	2,000
CFO/HR out source	60,000	60,000	60,000
Office Equipment	500	500	500
Postage & Shipping	500	500	500
Bookkeeping & Audit	15,000	15,000	15,000
Payroll Services	2,000	3,000	4,000
IT out source	5,000	5,000	5,000
Interest Expense	6,000	6,000	6,000
Legal Services	19,200	10,000	10,000
Liability & Property Insurance	10,000	15,000	20,000
Directors' & Officers Insurance	1,100	1,100	1,100
Marketing	5,000	5,000	5,000
Grant Writing			
Board Expense	500	500	500
Staff Recruitment Expense			
Other: Workers Compensation Insurance	5,200	7,200	9,200
Other: Professional Development	5,000	7,500	10,000
Unbudget expense	-		
Other: Travel	2,000	2,000	2,000
	-----	-----	-----
Administration & Support	389,000	411,750	475,545
<b>TOTAL EXPENSES</b>	<b>1,498,750</b>	<b>2,152,425</b>	<b>2,686,521</b>
<b>SURPLUS or (DEFICIT)</b>	<b>176,180</b>	<b>(52,365)</b>	<b>121,169</b>

**Revenue Assumptions**

**Fiscal Year**

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
Planned Student Enrollment in Total	130	210	290
Economically Disadvantaged Enrollment - 25% of enrolled students	33	53	73
Special Education Enrollment - 10% of enrolled students	13	21	29
Limited English Proficiency Enrollment - 5% of enrolled students	7	11	15
Gifted & Talented Allowance - 5% of enrolled students	7	11	15
Special Education Services (state avg.)	1.25%	1.25%	1.25%
Per Pupil Transportation Rate	\$300	\$300	\$300
Per Pupil Technology Allowance	\$287	\$287	\$287

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
Per Pupil Assessment Allowance	\$43	\$43	\$43
EPS Secondary Per Pupil Rate (catchment area avg. secondary)	\$7,000	\$7,000	\$7,000
Administrative Withholding by SAU	-1%	-1%	-1%
Administrative Withholding by Charter School Commission	-3%	-3%	-3%

Note 1: We anticipate that we will have 70 students that are not economically disadvantaged, gifted & talented, limited English speakers or receiving special education services. The per pupil SAU reimbursement for these students will be close to \$7,630.00.

Note 2: We anticipate that we will have 30 students who are economically disadvantaged. The per pupil SAU reimbursement for these students will be close to \$8,774.00.

Note 3: We anticipate that we will have 13 students who will be receiving special education services. The per pupil SAU reimbursement for these students will be close to \$17,167.00

Note 4: We anticipate that we will have 7 students who have limited English language skills. The per pupil SAU reimbursement for these students will be close to \$11,445.00.

Note 5: We anticipate that we will have 7 students who are gifted & talented. The per pupil GT allocation for these students has not been determined, minimum of \$7,630.00.

Note 6: Baxter Academy will participate in the National School Lunch Program, this revenue is projected based on enrollment demographics for Economically Disadvantaged students.

### Portland Catchment Area Secondary School EPS Rates

Since we do not know the exact number of students from each sending RSU, we have determined that a \$7,000 per pupil average is a reasonably conservative estimate, as is \$300 per pupil for transportation.

SAU	EPS Rate for Secondary Schools	EPS Rate for Transportation
Portland	\$6,973	\$265
South Portland	\$7,258	\$400
Westbrook	\$6,736	\$485
Scarborough	\$7,410	\$397
Falmouth	\$7,584	\$502
Yarmouth	\$7,510	\$478
Gorham	\$7,362	\$481
RSU51 Cumberland	\$7,598	\$439
RSU 5 Freeport	\$7,227	\$545
RSU 75 Topsham	\$6,984	\$651
RSU 14 Windham	\$7,056	\$540
RSU 6 Buxton	\$6,921	\$624
RSU 15 Gray	\$6,961	\$629
RSU 23 Saco	\$6,932	\$367
RSU21 Kennebunk	\$7,340	\$708

Baxter Academies of Maine  
 Student tuition budget

	students	2014 tuition	total
Student	70	\$ 7,630	\$ 534,100
Student economically disadvantage	33	\$ 8,774	289,542
Student special education	13	\$ 17,167	223,171
Student limited english language	7	\$ 11,445	80,115
Student gifted and talented	7	\$ 7,630	53,410
Total students	<u>130</u>		<u>\$ 1,180,338</u>
			1,177,930
Allowance for change in student mix			<u>\$ 2,408</u>

	students	2015 tuition	total
Student	114	\$ 7,630	\$ 869,820
Student economically disadvantage	53	\$ 8,774	465,022
Student special education	21	\$ 17,167	360,507
Student limited english language	11	\$ 11,445	125,895
Student gifted and talented	11	\$ 7,630	83,930
Total students	<u>210</u>		<u>\$ 1,905,174</u>
			1,902,810
Allowance for change in student mix			<u>\$ 2,364</u>

	students	2016 tuition	total
Student	158	\$ 7,630	\$ 1,205,540
Student economically disadvantage	73	\$ 8,774	640,502
Student special education	29	\$ 17,167	497,843
Student limited english language	15	\$ 11,445	171,675
Student gifted and talented	15	\$ 7,630	114,450
Total students	<u>290</u>		<u>\$ 2,630,010</u>
			2,627,690
Allowance for change in student mix			<u>\$ 2,320</u>

**Expense Assumptions:**

1. Expenses are budgeted based upon planned enrollment, student demographics and staffing projections.
2. All salaries are budgeted at competitive rates for other public school employees in the greater Portland region. The higher salaries represent our teachers that have more years of teaching experience.
3. Administrative costs are highest in year one, and become a smaller percent (7%) of the total budget as enrollment and teaching staff increases in years two through five.
4. Fringe benefits include group health insurance with a national carrier, with a 100% or single coverage and 85% of family coverage paid by Baxter Academy. In addition, single coverage dental, supplemental life, short & long term disability will be provided.
5. Professional development funds have been budgeted for to orient staff on the effective use of Google Tools for Education and 1 to 1 Project-Based Learning (PBL).
6. Expenses have been included for a contracted Director of Finance, as well as for an annual audit by an independent Certified Public Accountant.
7. Expenses have been included for the purchase of Google Chromebook laptops for all staff and students. In addition, a 20 seat computer lab with desktop computers and another 10 desktop computers in the Student Center. The school will have Wifi connectivity throughout.
8. Expenses have been included for marketing the school to our target population, under performing, or disengaged students who are interested in a challenging project-based STEM education.
9. Expenses have been included to provide a school lunch to those who qualify under federal guidelines, for a free or reduced price meal.
10. Expenses have been included to provide transportation based on the local EPS rate for transportation.

Payroll worksheet

	<u>salaries</u>		<u>benefits</u>	<u>year one</u>	<u>year two</u>	<u>year three</u>
1 Art teacher	45,000	20%	9,000	54,000	55620	57288.6
2 english and languages teacher	45,000	20%	9,000	54,000	55620	57288.6
3 science/math teacher	45,000	20%	9,000	54,000	55620	57288.6
4		20%	-	-	0	0
5 engineering & robotics teacher	45,000	20%	9,000	54,000	55620	57288.6
6		20%	-	-	0	0
7 science teacher	45,000	20%	9,000	54,000	55620	57288.6
8 language arts teacher	45,000	20%	9,000	54,000	55620	57288.6
9 educational tech.	45,000	20%	9,000	54,000	55620	57288.6
10 english/social studies teacher	45,000	20%	9,000	54,000	55620	57288.6
11 math teacher	45,000	20%	9,000	54,000	55620	57288.6
12 social studies teacher	45,000	20%	9,000	54,000	55620	57288.6
13 Humanities teacher	45,000	20%	9,000		54,000	55620
14 Art teacher	45,000	20%	9,000		54,000	55620
15 english and languages teacher	45,000	20%	9,000		54,000	55620
16 math/ science teacher	45,000	20%	9,000		54,000	55620
17 engineering & robotics teacher	45,000	20%	9,000		54,000	55620
18 educational tech.	-	20%	-		-	0
19	-	20%	-		-	0
20 foreign language	45,000	20%	9,000		54,000	55620
21 foreign language	45,000	20%	9,000		54,000	55620
math/ science teacher	45,000	20%	9,000			54,000
22 science teacher	45,000	20%	9,000			54,000
23 special education teacher	45,000	20%	9,000			54,000
24 educational tech.	45,000	20%	9,000			54,000
25 educational tech.	45,000	20%	9,000			54,000
				<u>540,000</u>	<u>934,200</u>	<u>1,232,226</u>
director of special services/SE teacher	55000	20%	11,000	66,000	67980	67981.03
SES aide	25000	20%	5,000	30,000	30900	31827
head of school	75000	10%	7500	82500	90750	99825
administrative staff	25000	20%	5000	30000	33000	36300
administrative staff	25000	20%	5000	30000	33000	36300
administrative staff	25000	20%	5000	30000	33000	36300
community outreach	35000	20%	7000	42000	46200	50820
				<u>102000</u>	<u>112200</u>	<u>153420</u>
Executive Director - 1/2 FTE	50000			<u>60000</u>	<u>60000</u>	<u>60000</u>
Guidance Counselor	45000	20%	9000		54000	54000

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**State Charter School Commission**  
**Budget first year monthly-backup**

	July	August	September	October	November	December	January	February	March	April	May	June	July	August	total
<b>Revenues</b>															
Per-Pupil Allocation				294,483		294,483			294,483			294,483			1,177,930
Federal Entitlement Funds				1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111			9,999
Federal and State Grants						-									-
Foundation Grants						-									-
Fundraising Events	833	833	833	833	833	833	833	833	833	833	833	833			9,996
Contributions	5,000	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200	70,000	6,200	6,200			137,000
Contribution cash carryover from 2013		200,000													200,000
Loan	140,000														140,000
	145,833	207,033	7,033	302,627	8,144	302,627	8,144	8,144	302,627	71,944	8,144	302,627	-	-	1,674,925
<b>Expenses</b>															
<i>Instructional Services</i>															
Teacher Salaries & Benefits		45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000		540,000
Substitute Salaries & Benefits			500	500	500	500	500	500	500	500	500	500			5,000
Aides Salaries & Benefits															-
Textbooks		500													500
Classroom Supplies		10,000													10,000
Classroom Furniture															-
Classroom Equipment															-
Academic Computers/Software															-
Staff Development		10,000													10,000
Travel & Conferences															-
Other: Distance Learning courses			2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000			20,000
Other: Enrichment Programs															-
Instructional Services	-	65,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500	45,000	-	585,500
<i>Special Education Services</i>															
Teacher Salaries & Benefits															-
Aides Salaries & Benefits			3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000			30,000
Special Facilities/Equipment	-														-
Curriculum	-														-
Instructional Materials		5,000													5,000
Contracted Services			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000			10,000
Other: Director of Special Services		5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500		66,000
Special Education	-	10,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	5,500	-	111,000

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**State Charter School Commission**  
**Budget first year monthly-backup**

	July	August	September	October	November	December	January	February	March	April	May	June	July	August	total
<i>Supplemental Programs &amp; Services</i>															
Athletic Programs															-
Art & Enrichment Programs			500	500	500	500	500	500	500	500	500	500			5,000
Summer/Bridge School/Programs															-
After-School Programs															-
Community Service Programs															-
English Language Learner Programs			500	500	500	500	500	500	500	500	500	500			5,000
Music Programs															-
Tutoring Programs															-
Uniforms															-
Other:															-
<b>Supplemental Programs</b>	<b>-</b>	<b>-</b>	<b>1,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>									
<i>Library</i>															
Librarian Salary & Benefits															-
Books & Other Reading Materials			50	50	50	50	50	50	50	50	50	50			500
Furniture															-
Computers/Software	5,000														5,000
Audiovisual Equipment			25	25	25	25	25	25	25	25	25	25			250
Other:															-
<b>Library</b>	<b>5,000</b>	<b>-</b>	<b>75</b>	<b>-</b>	<b>-</b>	<b>5,750</b>									
<i>Student Support Program &amp; Services</i>															
Nurse Salary & Benefits			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000			10,000
Health Supplies & Equipment		1,000													1,000
Guidance Counselor Salary & Benefits															-
School Psychologist Expense															-
Volunteer Expense															-
Other: Testing/Appraisal & Support Svcs			200	200	200	200	200	200	200	200	200	200			2,000
Other: Contract Service Guidance/Assessment			200	200	200	200	200	200	200	200	200	200			2,000
Other: Supplies, etc.			200	200	200	200	200	200	200	200	200	200			2,000
<b>Student Support</b>	<b>-</b>	<b>1,000</b>	<b>1,600</b>	<b>-</b>	<b>-</b>	<b>17,000</b>									
<i>Facilities</i>															
Rent/Lease/Mortgage			13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	165,000
Maintenance Salaries & Benefits															-
Maintenance & Repair Expenses			417	417	417	417	417	417	417	417	417	417	417	417	5,000
Utilities			833	833	833	833	833	833	833	833	833	833	833	833	10,000
Telephone	167	167	167	167	167	167	167	167	167	167	167	167			2,004
Internet Services	83	83	83	83	83	83	83	83	83	83	83	83			1,000
Fire & Security															-
Custodial Services			1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Custodial Supplies															-
Waste Disposal															-
Other: Parking															-
<b>Facilities</b>	<b>250</b>	<b>250</b>	<b>16,917</b>	<b>16,667</b>	<b>16,667</b>	<b>203,004</b>									

**BAXTER ACADEMY OF TECHNOLOGY AND SCIENCE**  
**State Charter School Commission**  
**Budget first year monthly-backup**

	July	August	September	October	November	December	January	February	March	April	May	June	July	August	total
<i>Transportation &amp; Food Service</i>															-
Busing Costs															-
Driver Salary & Benefits															-
Field Trip Expense															-
Food Service Salaries & Benefits															-
Food Service Supplies & Equipment															-
School Breakfast Expense															-
School Lunch Expense															-
School Snacks Expense															-
Other: Food Services			2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000			20,000
Other: Student Transportation			-	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750		157,500
<b>Transportation &amp; Food Service</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	<b>15,750</b>	<b>-</b>	<b>177,500</b>
<i>Administration &amp; Support</i>															-
Administrators' Salaries & Benefits		11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	11,875	142,500
Staff Salaries & Benefits		8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	102,000
Office Supplies		5,500													5,500
Photocopy Expense		167	167	167	167	167	167	167	167	167	167	167	167		2,004
CFO/HR out source	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000			60,000
Office Equipment		500													500
Postage & Shipping			42	42	42	42	42	42	42	42	42	42	42	42	500
Bookkeeping & Audit													15,000		15,000
Payroll Services		166	166	166	166	166	166	166	166	166	166	166	166		1,992
IT out source	417	417	417	417	417	417	417	417	417	417	417	417			5,000
Interest Expense		750	750	750	750	750	750	750	750	750					6,000
Legal Services	19,200														19,200
Liability & Property Insurance	833	833	833	833	833	833	833	833	833	833	833	833			9,996
Directors' & Officers Insurance	275			275			275			275					1,100
Marketing	2,500	2,500													5,000
Grant Writing															-
Board Expense		500													500
Staff Recruitment Expense															-
Other: Workers Compensation Insurance		433	433	433	433	433	433	433	433	433	433	433	433		5,200
Other: Professional Development		550	550	550	550	550	550	550	550	550					4,950
Unbudget expense															-
Other: Travel			200	200	200	200	200	200	200	200	200	200			2,000
<b>Administration &amp; Support</b>	<b>28,225</b>	<b>37,691</b>	<b>28,933</b>	<b>29,208</b>	<b>28,933</b>	<b>28,933</b>	<b>29,208</b>	<b>28,933</b>	<b>28,933</b>	<b>28,458</b>	<b>27,633</b>	<b>27,633</b>	<b>36,183</b>	<b>42</b>	<b>388,942</b>
<b>TOTAL EXPENSES</b>	<b>33,475</b>	<b>114,941</b>	<b>107,525</b>	<b>123,550</b>	<b>123,275</b>	<b>123,275</b>	<b>123,550</b>	<b>123,275</b>	<b>123,275</b>	<b>122,800</b>	<b>121,975</b>	<b>121,975</b>	<b>119,100</b>	<b>16,708</b>	<b>1,498,696</b>
<b>SURPLUS or (DEFICIT) monthly</b>	<b>112,358</b>	<b>92,092</b>	<b>(100,492)</b>	<b>179,077</b>	<b>(115,131)</b>	<b>179,352</b>	<b>(115,406)</b>	<b>(115,131)</b>	<b>179,352</b>	<b>(50,856)</b>	<b>(113,831)</b>	<b>180,652</b>	<b>(119,100)</b>	<b>(16,708)</b>	<b>176,229</b>
<b>Cumulative Net Income</b>	<b>112,358</b>	<b>204,450</b>	<b>103,958</b>	<b>283,035</b>	<b>167,904</b>	<b>347,256</b>	<b>231,850</b>	<b>116,720</b>	<b>296,072</b>	<b>245,216</b>	<b>131,385</b>	<b>312,037</b>	<b>192,937</b>	<b>176,229</b>	

CLARK INSURANCE  
 P.O. BOX 3543  
 PORTLAND, ME 04104  
 TEL: 207-774-6257

**Workers' Compensation Quote Proposal**

**Prepared for:**

BAXTER ACADEMY  
 54 YORKST  
 PORTLAND, ME 04101

Customer No: 1508005259  
 Agency Code: 3606741

QUOTED ON	POLICY NUMBER	QUOTE NUMBER	LINE OF BUSINESS	POLICY EFFECTIVE	PREMIUM
05/16/2012		S44495401	Workers' Compensation	08/01/2012 – 08/01/2013	\$5,154.00
<b>TOTAL WORKERS' COMPENSATION PREMIUM INCLUDING SURCHARGES</b>					<b>\$5,154.00</b>

*This quote is valid up to 30 days from the date it was quoted or until the effective date of the quote, whichever is greater.*

This material offers a brief description of coverages and is provided for informational purposes only. No coverage is bound by this material and is provided until a policy is issued. Actual policy coverages and premiums may vary and is subject to underwriting review. Coverage may vary by State. Options and credits are not available in all States.

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## ▶ Some excellent reasons why we recommend The Hanover

You are a valued customer, and care very much about who will be insuring your business. We fully understand, and appreciate your trust in our professional expertise, thoughtful recommendations, and our high level of personal service. As an Independent Agent, we can recommend many insurers. But you deserve a company that has identical values, as well as a long history of delivering everything it promises—and more.

We are pleased to say The Hanover Insurance Group is that kind of company, and are proud to recommend them without hesitation to our clients.

### The Hanover delivers more.

What's behind The Hanover's exceptional reputation for quality, service, and value?

- **Hanover offers a complete line of property and casualty insurance products.** Our products are competitively priced and often designed in collaboration with local Independent Agents such as us. The Hanover takes great care in designing insurance products that offer complete insurance protection to help minimize your risks, yet also allow you to add the additional coverages you may need to your package policy at very affordable rates.
- **Hanover's claims services continue to receive high marks.** Losses happen, and when they do, The Hanover Claims team is always ready 24/7. Ranked well above the industry standard, these professionals are supported by comprehensive continuing education programs, sophisticated technology, and world-class service standards. Their local claims offices will turn around everything from a minor fender bender to a large, catastrophic loss quickly, accurately, and fairly. To report a claim, call 800-628-0250.
- **Hanover is a financially sound, rock-solid insurer.** You want a company that will stand behind you for the long run. The Hanover has been providing individuals

and businesses nationwide with superior property and casualty coverage and claims services since 1852. Today, the company enjoys significant financial strength, is one of the top 30 property and casualty insurance companies in the U.S., and is rated "A" (Excellent) by A.M. Best, a key industry analyst. In fact, The Hanover was the only insurer to receive analyst upgrades during these trying financial times.\*

- **Hanover continually invests in technology that improves our customer service.** The Hanover puts their money where their mouth is, utilizing the latest technologies to deliver robust claims services, flexible billing options (electronic funds transfer, pay by phone, pay by web), online safety tips, and a dynamic Customer Loss Control Portal for mid-sized accounts.
- **Hanover maintains a local presence in numerous regions across the country.** By staying in close contact with Independent Agents like us, and with our customers, The Hanover maintains up-to-the-minute knowledge about local market conditions. This allows us, as a team, to better serve your exact needs, making sure you always get the insurance products and services that will work best for you and your unique situation.

You can trust The Hanover, and us, to provide the most comprehensive, affordable, custom-designed insurance programs available today.

\*Upgraded by all three rating companies—A.M. Best, Moody's, and Standard & Poor's in 2009.

This material offers a brief description of coverages and programs and is provided for informational purposes only. Actual coverages may vary by state. Options and credits are not available in all states. For exact terms, conditions, exclusions, and limitations, please contact The Hanover branch office nearest to you.

**Underwritten By:** Hanover Insurance Company

## Hanover's Workers' Compensation Policy Proposal

### ITEM 3A

Coverage applies to the workers' compensation law and any occupational disease law of each of the following states — ME.

### ITEM 3C

Coverage applies to other states insurance for the following states — All states except ND, OH, WA, WY, and those states specifically named in Item 3A.

### ITEM 3B

Coverage applies to employers' liability insurance for work in each state listed in Item 3A:

Bodily Injury by Accident \$500,000 Each Accident  
 Bodily Injury by Disease \$500,000 Each Employee  
 Bodily Injury by Disease \$500,000 Policy Limit

### ITEM 4: PREMIUM SUMMARY

Estimated Standard Premium	\$5,537.00
Expense Constant	\$160.00
Premium Modifications	(\$1,027.00)
Terrorism	\$168.00
Catastrophe	\$168.00
Total Taxes/Surcharges/Assessments	\$148.00
Total Estimated Annual Premium including all Taxes and Assessments	\$5,154.00

*Is subject to verification and change by audit. Adjustment of premium shall be made annually.*

## Location Summary

LOCATION NUMBER	ADDRESS
001	54 York St, Portland, ME 04101

### Classifications of Operations

STATE	LOCATION	NO. OF EMP. PER LOC.	CLASS CODE	DESCRIPTION	EST. TOTAL ANN. REMUNERATION	RATE PER \$100	EST. ANN. PREMIUM
ME	001	11	8868	Church: Professional Employees & C	\$839,000	0.660	\$5,537.00
				Premium Subject to Modifications			\$5,537.00
			9807	Additional Premium For Employers Liability Increased Limits (With Wc) \$500,000/500,000/500,000		0.017	\$100.00
			9887	Premium Credit-Schedule Rating Plan		0.800	(\$1,127.00)
				Total For Maine			\$4,510.00
			9740	Terrorism		0.020	\$168.00
			9741	Catastrophe-Other Than Terrorism		0.020	\$168.00
MAINE STATE WORKERS COMPENSATION ADMINISTRATION SURCHARGE							\$134.00
MAINE STATE WORKERS COMPENSATION SUPPLEMENTAL BENEFITS SURCHARGE							\$14.00

<b>TOTAL ANNUAL ESTIMATED PREMIUM INCLUDING ALL TAXES AND ASSESSMENTS</b>	<b>\$5,154.00</b>
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### Workers' Compensation Broadening Endorsement\*

COVERAGE	DESCRIPTION
<b>Countrywide Workers' Compensation Broadening Endorsement</b>	
Voluntary Workers' Compensation	We will provide Voluntary Workers' Compensation benefits to employees such as those traveling on business who may not otherwise be covered by state WC laws. (Available by separate endorsement in California.)
Employers' Liability Stop Gap Coverage	Where allowed by state law, Stop Gap coverage is automatically provided in North Dakota, Ohio, Washington, and Wyoming
Repatriating Employees	We will pay the additional expenses to repatriate an employee to the United States because of bodily injury
Unintentional Failure to Disclose Hazards	We will not deny coverage if you unintentionally fail to disclose all existing hazards at the inception date of the policy
Loss of Earnings	We will pay Loss of Earnings as part of any claim, proceeding, or suit we defend
Other States Insurance	The notification period for adding work in a new state not listed on the policy is extended to 60 days
Transfer of Your Rights and Duties	The notification period to cover your legal representative as insured after your death is extended to 60 days

**Payment Plans\***

PAYMENT PLAN	DOWN PAYMENT	EACH ADDITIONAL INSTALLMENT	TOTAL COST
EFT	\$515.40	\$421.69	\$5,154.00
Direct Bill (Full Payment)	\$5,154.00	\$0.00	\$5,154.00
Direct Bill (4 Payments)	\$1,288.50	\$1,293.50	\$5,169.00
Direct Bill (10 Payments)	\$1,030.80	\$463.13	\$5,199.00
Agency Bill (Full Payment)	\$5,154.00	\$0.00	\$5,154.00
Agency Bill (4 Payments)	\$1,293.50	\$1,293.50	\$5,174.00
Agency Bill (10 Payments)	\$1,293.50	\$434.50	\$5,204.00

\* May include service fees if applicable.

## Classifications of Operations

<b>TOTAL ANNUAL ESTIMATED PREMIUM INCLUDING ALL TAXES AND ASSESSMENTS</b>	<b>\$5,154.00</b>
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\* May include service fees if applicable.



## Baxter Academy

### Insurance Proposal Summary

#### **Property**

<b>Coverages</b>	<b>Limits</b>	<b>Premium</b>
Contents – 100% coinsurance	\$ 200,000	\$ 359
Special Cause of Loss Form	\$ 2,500 Deductible	Included
Agreed Value / Replacement Cost		Included
Business Income & Extra Expense	\$ 100,000	\$ 175
Equipment Breakdown = to Blanket Limit	Property Deductible Applies	\$ 109
Building Ordinance & Law	Coverage A – Blkt limits Coverage B - \$ 250,000 Coverage C - \$ 250,000	Included
Educational Institution Property Broadening End		\$ 750
Terrorism – fire following only		\$ 33
Terrorism – not fire following		\$ 22
<b>Total Property Premium</b>		<b>\$ 1,448</b>

#### **Property Extension Coverage Highlights - \$250,000 blanket limit**

Valuable Papers	Incl in blkt	Outdoor Property – tree shrub or plant	\$25,000
Foundations & underground pipes	\$250,000	Fire Department Service Charge	Incl in blkt
Newly Acquired Property		Outdoor Property	\$100,000 +
- Buildings	\$1,000,000	Playgrounds, scoreboards, bleachers,	incl in blkt
- Personal Property	\$1,000,000	grandstands, ticket booths, press boxes	limits
Pollutant clean up & removal	\$50,000	Property Off Premises	\$100,000
Electronic Data	Incl in blkt	Personal Effects & Property of Others	\$100,000
Accounts Receivable	Incl in blkt	Arson reward	\$25,000
Back up of sewer or drains	\$100,000	Extra Expense	\$300,000
Fire protective devices	Incl in blkt	Fine Arts	Incl in blkt
Off Premises Service Interruption	\$100,000	Glass Showcases	\$2,500
Loss of Refrigeration	\$100,000	Lock Replacement	\$5,000
Paved Surfaces	\$100,000	Outside signs attached to buildings	Covered as building
Debris removal – Additional Limit	\$25,000	Laptop / Portable Computers	\$5,000
Money and Securities		Forgery or Alteration	\$10,000
- Inside Limit	\$10,000		
- Outside Limit	\$10,000		

## Baxter Academy

### General Liability

Coverages	Limits	Premium
General Liability – General Aggregate	\$ 3,000,000	\$ 824
Products/Completed Operations Aggregate	Incl in Gen Agg	Included
Personal & Advertising Injury	\$ 1,000,000	Included
General Liability – Per Occurrence	\$ 1,000,000	Included
Fire Damage Liability	\$ 500,000	Included
Medical Payments (excluding students)	\$ 15,000	Included
Hired & Non-Owned Auto	\$ 1,000,000	\$ 262
Abuse & Molestation Liability <ul style="list-style-type: none"> <li>Innocent Party Defense \$100,000</li> </ul>	\$ 1,000,000/ \$ 1,000,000	\$ 500
School District and Educators Legal Liability <ul style="list-style-type: none"> <li>\$1,000 Deductible</li> <li>Including Non-Monetary Relief Defense</li> </ul>	\$ 1,000,000/ \$ 1,000,000	\$ 1,098
Employee Benefits Liability <ul style="list-style-type: none"> <li>\$1,000 Deductible</li> </ul>	\$ 1,000,000/ \$ 3,000,000	\$ 316
Employment Practices Liability <ul style="list-style-type: none"> <li>\$1,000 Deductible</li> <li>Defense costs within limits</li> </ul>	\$ 1,000,000/ \$ 1,000,000	\$ 1,440
Terrorism		\$ 55
<b>Total General Liability Premium</b>		<b>\$ 4,495</b>

### Extended Liability Coverage Highlights

Who is an Insured Extended to Include	- Employees - Volunteer Workers - Student Groups - Board Members - Parent Support Groups - Student Teachers
Bodily Injury Extended to Include	- Failure to provide Professional Services - Mental Anguish and Other Mental Injury
Professional Services Liability	Extends to school nurses, psychologists, therapists, and athletic trainers
Medical Payments	Volunteer Workers Included
School Broadcasting & Publications	- Includes Personal & Advertising Injury including libel and slander
Additional Insureds	Automatic coverage for entities when school agrees to provide insurance by written contract or agreement
Fellow Employees	Exclusion waived for all employees
Corporal Punishment	Policy Limits Apply
Supplementary Payments	- \$2,500 for Bail Bonds - \$500 per day for loss of earnings
Non-Owned Watercraft	Extends coverage up to watercraft <51 feet in length

## Baxter Academy

### ***Sexual Abuse & Molestation Liability Coverage Highlights***

Who is an insured extended to include	<ul style="list-style-type: none"> <li>- Employees</li> <li>- Board Members</li> <li>- Volunteer Workers</li> <li>- Student Teachers</li> </ul>
Coverage for negligent employment, investigation, supervision or retention	Included
Coverage for negligent handling of complaints	Included
Optional Innocent Party Defense Coverage	\$100,000 Limit included in quote

### ***School District and Educator's Legal Liability Coverage Highlights***

Who is an Insured extended to include	<ul style="list-style-type: none"> <li>- Employees</li> <li>- Board Members</li> <li>- Volunteers</li> <li>- Student Teachers</li> </ul>
Employment Related Practices	<ul style="list-style-type: none"> <li>- Discrimination</li> <li>- Harassment</li> <li>- Workplace Torts</li> <li>- Wrongful Termination</li> </ul>
Failure to Educate claims	Included
Budget Dispute claims	Included
Defense Costs	Outside of Limits
Payment of Damages	"Pay on Behalf" of school
Optional coverage for claims seeking injunctive or other non-monetary relief	\$100,000 Limit included in quote

### ***Umbrella Policy:***

<b>Coverage</b>	<b>Limits</b>	<b>Premium</b>
Limits of Liability - Each Occurrence	\$ 1,000,000	\$ 1,000
Limits of Liability - Aggregate	\$ 1,000,000	Included
Retained Limit	None	Included
Excess Employee Benefits Liability Coverage	Included	Included
Excess Abuse and Molestation Liability Coverage	Included	Included
Excess Educator's Legal Liability Coverage	Included	Included
Terrorism		\$ 50
<b>Total Umbrella Premium</b>		<b>\$ 1,050</b>

## Baxter Academy

### PREMIUM SUMMARY

<b>COVERAGE</b>	<b>PREMIUM</b>
Package (including Property, General Liability, & Professional Liability)	\$ 5,943
Umbrella	\$ 1,050
<b>TOTAL PREMIUM</b>	<b>\$ 6,993</b>

- ***Terrorism premiums offered are optional. If school chooses to reject this coverage, a signed terrorism rejection form must be received.***



Ancillary Illustrative Plan  
Baxter Account

Short Term Disability	Unum
Plan Type	60%
Employer Contribution	100% ER Paid
Guarantee Issue limits	\$1,000
Maximum Benefit	\$1,000
Maximum Salary Covered	\$86,666
Begin after - Accident	7 Days
Begin After - Sickness	7 Days
Benefit Period	12 Weeks
Waiting Rule	none
Definition of Disability	Residual
Rate Guarantee	2 Years
<b>Rates</b>	
Rate per \$10	\$927.10
Rate per \$10 of weekly benefit	\$0.36
<b>Premium:</b>	<b>\$333.76</b>

Long Term Disability	Unum
Plan Type	60%
Employer Contribution	100% Participation
Guarantee Issue limits	\$5,000
Maximum Benefit	\$5,000
Max Salaried covered	\$100,000
Elimination Period	90 days
Benefit Duration	To Age 65
Definition of Disability	2 year Own Occ
Pre-Existing Rule	3/12
Mental Health/Substance	24 month
Social Security Integration	Family
Rate Guarantee	2 years
<b>Rates</b>	
Covered Payroll	\$67,833.33
Rate	0.21
<b>Monthly Premium:</b>	<b>\$142.45</b>

Life	Unum
Basic Life Schedule	\$25,000
Employer Contribution	100% ER P
Guarantee Issue limits	\$25,000
Overall Maximum	\$25,000
AD&D Schedule	Matches Life
Age Reduction	65% at age
	50% at age
Accelerated Benefit	Yes
Waiver of Premium	Yes
Conversion	Yes
Portability	Yes
Rate Guarantee	2 Years
<b>Rates</b>	
Volume per \$1,000	\$4
Rate per \$1,000:	Life
	AD&D
<b>Monthly Premium:</b>	

Total Monthly Premium
<b>\$518.71</b>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EDUCATIONAL INSTITUTION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Summary of Amendments		
1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured - Broad Form Vendors	Included
3.	Additional Insured - Groups, Board Members, Trustees, Student Teachers	Included
4.	Who Is An Insured Extension - Co-employees and Volunteer Workers	Included
5.	Aggregate Limit Per Location	Included
6.	Bodily Injury Redefined	Included
7.	Broad Form Property Damage - Use of Elevators	Included
8.	Supplementary Payments - Increased Limits	
	Bail Bonds	\$2,500
	Loss of Earnings	\$500
9.	Medical Payments - Increased Limits and Time to Report	\$15,000 or See Declarations
10.	Unintentional Failure to Disclose Hazards	Included
11.	Unintentional Failure to Notify	Included
12.	Knowledge of Occurrence	Included
13.	Infirmary, Clinic or Hospital Exclusion	
14.	Newly Acquired or Formed Organizations	Included
15.	Personal Injury - Contractual Liability	Included
16.	Personal Injury - Televised or Videotaped Publication	Included
17.	Broadcasting and Publication - Personal and Advertising Injury	Included
18.	Aircraft, Auto or Watercraft Amendments	Included
19.	Mobile Equipment Redefined	Included

### 1. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.:

a. Each of the following is also an insured:

Any person or organization with whom you have agreed in a written contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

- (2) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury";

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

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- (3) To any person or organization included as an insured under Paragraph 2. **Additional Insured – Broad Form Vendors** of this endorsement or by other endorsement issued by us and made part of this Coverage Part;
- (4) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor;
- (5) To any:
  - (a) Owners or other interests from whom land has been leased for any "occurrence" or offense which takes place after the lease for the land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The "occurrence" or offense takes place after you cease to be a tenant in that premises; or
    - (ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor;
- (6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- c. Coverage will not be provided by this provision if an insured is otherwise excluded in this policy.
- d. Coverage provided by this provision will not be broader than coverage provided to any other insured.
- e. All other insuring agreements, exclusions, and conditions of this policy apply.

**2. ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.:

Each of the following is also an insured:

- a. Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in

the regular course of the vendor's business, subject to the following additional exclusions:

- b. The insurance afforded the vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- c. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- e. This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

**3. ADDITIONAL INSURED – ORGANIZATION, BOARD MEMBERS, TRUSTEES, STUDENT TEACHERS**

**A. The following is added as an insured to SECTION II – WHO IS AN INSURED:**

1. Each of the following is also an insured but only with respect to their duties in connection with the positions described below:
  - a. Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
  - b. Any of your board members or commissioners if you are a public board or commission; or
  - c. Any student teacher teaching as part of their educational requirements;
2. Parent, Alumni and Student Groups and their members are also insureds, but only if the Group is sanctioned, approved, organized and/or supervised by the Named Insured, and only with respect to activities that are necessary to the sanctioned or approved purpose of the Group. This does not include students who are members of a safety patrol which you have organized or operate.

**B. For the purpose of coverage under this section the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, item b. Excess Insurance:**

The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible or self insured retention) or agreement of indemnity available to the insured, whether primary, excess, contingent, or on any other basis. When this insurance is excess, we have the right but not the duty to defend any claim or "suit".

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of an insured to insure against liability arising from activities of an insured and its "employees", whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

**C. SECTION V – DEFINITIONS, Paragraph 19. is replaced by the following:**

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

**4. WHO IS AN INSURED EXTENSION – CO-EMPLOYEES AND VOLUNTEER WORKERS.**

**A. SECTION II – WHO IS AN INSURED, Paragraph 2.a. is replaced by the following:**

2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
  - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above;

- (c) Arising out of his or her providing or failing to provide professional health care services; or
  - (d) Arising out of "employment related practices"
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

For the purpose of this endorsement, "employment-related practices" includes but is not limited to refusal to employ a person, termination of a person's employment, or practices, policies, acts or omissions related to employment, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, or discrimination directed at a person.

**5. AGGREGATE LIMIT PER LOCATION**

**A. The following is added to SECTION III – LIMITS OF INSURANCE:**

The General Aggregate Limit applies separately to each "location" owned by or rented to you.

**B. The following is added to SECTION V – DEFINITIONS**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**6. BODILY INJURY REDEFINED**

**SECTION V – DEFINITIONS**, Paragraph 3. "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury"

**7. BROAD FORM PROPERTY DAMAGE – USE OF ELEVATORS**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions, j. Damage to Property:**

**Exclusion j. (3), (4) and (6)** do not apply if such "property damage" results from the use of elevators at premises you own, rent, lease or occupy.

The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible or self insured retention) or agreement of indemnity available to the insured, whether primary, excess, contingent, or on any other basis. When this insurance is excess, we have the right but no duty to defend any claim or "suit".

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of an insured to insure against liability arising from activities of an insured and its "employees", whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

**8. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**SUPPLEMENTARY PAYMENTS COVERAGES A and B**, Paragraphs 1.b. and 1.d. are replaced by the following:

b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

**9. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME TO REPORT**

**A. SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1.a.(3)(b) is replaced by the following:**

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

**B. The following exclusion is added to SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions:**

**Students**

We will not pay expenses for "bodily injury" to your student.

**C. SECTION III – LIMITS OF INSURANCE, Paragraph 7. is replaced by the following:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the higher of:

- a. \$15,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

This is the most we will pay under **COVERAGE C** for all medical expenses because of "bodily injury" sustained by one person or arising in any way out of such "bodily injury".

This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional:

**11. UNINTENTIONAL FAILURE TO NOTIFY**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the event of "Occurrence", Offense, Claim or "Suit":**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit," solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this policy.

**12. KNOWLEDGE OF OCCURRENCE**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY**

**CONDITIONS, 2. Duties in the Event of "Occurrence", Offense, Claim or "Suit":**

Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, "executive officer" or an "employee" designated by you to give us such a notice.

**13. INFIRMARY, CLINIC OR HOSPITAL EXCLUSION**

The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

**Infirmary, Clinic or Hospital**

If an insured owns or operates an infirmary with facilities for lodging and treatment, or a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering of or failure to render:

- (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
- (2) Any health or therapeutic service, treatment, advice or instruction; or
- (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

**14. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

**SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:**

3.a. Coverage under this provision is afforded only until the end of the policy period.

**15. PERSONAL INJURY – CONTRACTUAL LIABILITY**

**SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability is replaced by the following:**

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

**16. BROADCASTING AND PUBLICATION – PERSONAL AND ADVERTISING INJURY**

**A. The following is added to SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, j. Insureds In Media And Internet Type Businesses:**

**Exclusion j.(1)** does not apply to "personal and advertising injury" within the scope of your activities as an educational institution.

**B. The following exclusions are added to SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

This insurance does not apply to:

- a. "Personal Injury or Advertising Injury" arising out of the actual or alleged unauthorized collection, use or dissemination of internet user information through web cookies or other online profiting purposes by or on behalf of the insured or for the unlawful access to or invasion of any computer software, operating system or network electronic mail or voice mail system by or on behalf of the insured.
- b. "Personal Injury or Advertising Injury" arising out of any claim or "suit" made by ASCAP, SESAC, BMI, RIAA or any other music licensing entity on their behalf or for others alleging the insured's failure to procure or maintain requisite licenses or payment of royalties.
- c. "Personal Injury or Advertising Injury" arising out of an investigation or proceeding initiated by an administrative or regulatory agency, including, but not limited to, the Federal Trade Commission or the Federal Communications Commission.

**C. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Retraction or Correction of Erroneous Matter**

Retraction or correction shall be promptly made of any matter which has been published or broadcast through error or mistake, or which is untrue.

**D. SECTION V – DEFINITIONS, Paragraph 1. is replaced by the following:**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

**17. PERSONAL INJURY – TELEVISED OR VIDEOTAPED PUBLICATION**

**SECTION V – DEFINITIONS, 14.** "Personal and advertising injury", items d. and e. are replaced by the following:

- d. Oral or written publication, in any manner, or televised or videotaped publication, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, or televised or videotaped publication, of material that violates a person's right of privacy;

**18. AIRCRAFT, AUTO OR WATERCRAFT AMENDMENTS**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft** is replaced by the following:

This insurance does not apply to:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or "hired" by, or rented or loaned to any insured.

As used in this exclusion, "hired" includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claim against an insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or "hired" by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented, "hired" or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraphs f.(2) or f.(3) of the definition of "mobile equipment";
- (6) "Bodily injury" or "property damage" arising out of any non-motorized recreational watercraft used for sailing,

rowing or sculling that is owned, used by, or rented to an insured;

- (7) An aircraft that you do not own that is hired, chartered or loaned with a paid crew and not owned by any insured.

With respect to the insurance provided under item (2), this provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

With respect to the insurance provided under item (6), **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization legally responsible for the use of any such recreational watercraft used for sailing, rowing or sculling that you own, provided the actual use is with your permission.

The insurance provided under item (7) is excess over any other valid and collectible insurance (including deductible or self insured retention) or agreement of indemnity available to the insured, whether primary, excess, contingent, or on any other basis. When this insurance is excess, we have the right but no duty to defend any claim or "suit".

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of an insured to insure against liability arising from activities of an insured and its "employees", whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted

## 19. MOBILE EQUIPMENT REDEFINED

### SECTION V – DEFINITIONS, Paragraph 12.

"Mobile equipment", item f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

# SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

## CLAIMS-MADE WARNING

**NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS COVERAGE PART APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

## SECTION I – COVERAGE

### A. Insuring Agreement

1. We will pay, on behalf of the insured, those sums which the insured becomes legally obligated to pay as "loss" because of a "claim" alleging a "wrongful act" to which this insurance applies.
2. This insurance applies to a "wrongful act" which occurs anywhere in the "coverage territory" but only if:
  - a. The "claim" is made within the United States of America, its territories or possessions, Puerto Rico or Canada;
  - b. The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the "policy period". The Retroactive Date is the specific date entered in the Declarations or, if no date is entered, the policy inception date shown in the Declarations;
  - c. The insured did not give notice to any prior insurer of such "wrongful act"; and
  - d. A "claim" for "loss" because of the "wrongful act" is first made against any insured, in accordance with Paragraph 3. below, during the "policy period" or any Extended Reporting Period we provide under **SECTION V – EXTENDED REPORTING PERIODS**.
3. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following:
  - a. When notice of such "claim" is received by any insured or by us, whichever comes first; or
  - b. When we make settlement in accordance with Paragraph A.1. above.Two or more "claims" arising out of a single "wrongful act" or a series of "wrongful acts" related in any way to each other shall be considered one "claim". Any such "claims" whenever made shall be considered as first made at the time the first of those "claims" was made.
4. We will have the right and duty to defend the insured against any "claim" alleging a "wrongful act" to which this insurance applies.
5. We may at our sole discretion investigate any allegation of "wrongful act" and settle any "claim" that may arise.
6. The amount we will pay for "loss" will be in excess of the applicable deductible, if any, and as otherwise limited in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**.

7. We will pay "defense expenses", with respect to any "claim" we defend arising out of any "wrongful act".

These payments will not reduce the applicable Limits of Insurance for payment of "loss".

Our duty to defend and to pay for defense ends when we have used up either the School and Educators Legal Liability Aggregate Limit or the Each "Claim" Limit in payment of "loss".

8. We will have no duty to defend any insured against any "claim" to which this Coverage Part does not apply.
9. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Part.

## B. Exclusions

This insurance does not apply to:

### 1. Intentional or Criminal Act

Any "claim" arising out of any intentional, dishonest, fraudulent, criminal, or malicious act or omission or any willful violation of law by the insured. This exclusion applies even if:

- a. The insured lacks the mental capacity to control or govern his or her own conduct; or
- b. The insured temporarily lacks the capacity to control or govern his or her own conduct or is temporarily unable to form any intent to cause harm.

However, this exclusion shall not apply unless and until there is an adverse admission by the insured, finding of fact, or final adjudication against the insured as to such excluded conduct, at which time the insured shall reimburse us for all "loss" and "defense expenses" we paid or incurred on account of such "claim".

### 2. Insurance

Any "claim" arising out of the failure to purchase proper insurance or maintain adequate limits of insurance.

### 3. Bodily Injury, Personal and Advertising Injury, or Property Damage

"Bodily injury", "property damage" or "personal and advertising injury".

### 4. Illegal Financial Gain

Any "claim" arising out of the insured obtaining or attempting to obtain remuneration or financial gain to which such insured was not legally entitled.

### 5. Employee Retirement Income Security Act

Any "claim" arising out of any responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or any amendments thereto.

### 6. Fidelity

Any "claim" arising from embezzlement, misuse, misappropriation, or breach of fiduciary duty in the handling or managing of public and/or private monies, investments or other funds.

### 7. Employee Benefit Plan

Any "claim" alleging a "wrongful act" related to the administration of any employee benefit plan.

### 8. Workers Compensation

Any obligation of the insured under a workers compensation, disability benefits, social security or unemployment compensation law or any similar rule, regulation or law.

### 9. Employers Liability

Any "claim" made by or on behalf of:

- a. An "employee" or former "employee" of the insured arising out of and in the course of:
  - 1) Employment by the insured; or
  - 2) Performing duties related to the conduct of the insured's business; or
- b. A spouse, child, parent, brother, sister, "domestic partner" or any other relative of that "employee" as a consequence of Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

### 10. Contractual

Any "claim" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### 11. Intellectual Property Rights

Any "claim" arising out of piracy, misappropriation of advertising ideas or style of doing business, or infringement of copyright, trade dress, patent, service mark, service name, slogan, title, trademark, or trade name.

## 12. War

Any "claim", however caused, arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Physical Modifications and Changes in Business Operations

The costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans With Disabilities Act including any amendments, or any similar rule, regulation or law.

## 14. Professional Health Care Services

Any "claim" arising out of the rendering of or failure to render professional health care services by any insured, or by any person for whose acts or omissions any insured is legally responsible.

## 15. Abuse and Molestation

Any "claim" directly or indirectly arising out of or in any way related to:

- a. The actual or threatened abuse or molestation by anyone of any person regardless whether the abuse or molestation was specifically intended or resulted from negligent conduct and regardless whether any insured subjectively intended the injury or damage for which a "claim" is made, or
- b. The negligent:
  - 1) Employment;
  - 2) Investigation;
  - 3) Supervision;
  - 4) Reporting to the proper authorities, or failure to so report; or
  - 5) Retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

## 16. Asbestos

Any "claim" arising out of any actual or alleged:

- a. Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos; or
- b. Use of asbestos in constructing or manufacturing any good, product or structure; or
- c. Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- d. Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- e. Product manufactured, sold, handled or distributed by or on behalf of the insured which contains asbestos; or
- f. Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

## 17. Lead

Any "claim" arising out of any actual or alleged lead poisoning due to:

- a. Inhaling, ingesting or prolonged physical exposure by any person to any premises, structure, goods or products containing lead; or
- b. The use of lead in constructing or manufacturing any good, product or structure; or
- c. Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead; or
- d. The manufacturing, transportation, storage or disposal of goods or products containing lead; or

- e. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead; or
- f. Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of products or materials containing lead.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

#### 18. Pollution

Any "claim" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or "pollution cost or expense".

"Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

"Pollution cost or expense" means any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- b. "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".

#### 19. Fungi or Bacteria

Any "claim" arising out of:

- a. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or

- b. Any "loss", cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

For purposes of this exclusion, "fungi" means any type of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

#### 20. Nuclear Energy Liability

a. This Coverage Part does not apply:

- 1) To any "claim" seeking "loss" or damages:
  - a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2) To any "loss" or damage resulting from "hazardous properties" of "nuclear material", if:

- a) The "nuclear material" is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or has been discharged or dispersed there from;
- b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- c) The "loss" or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America (its territories or possessions), Puerto Rico or Canada, this exclusion applies only to "property damage" to such "nuclear facility" and any property thereat.

b. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- 1) Any "nuclear reactor";
- 2) Any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing "spent fuel", or handling, processing or packaging "waste";
- 3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- 4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

Damages include all forms of radioactive contamination of property.

## 21. Employment Related Practices

Any "claim" seeking damages to:

- a. A person arising out of any:
  - 1) Refusal to employ that person;
  - 2) Termination of that person's employment; or
  - 3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, "domestic partner", child, parent, brother or sister of that person as a consequence of damages to that person at whom any of the employment-related practices described in Paragraph a. above

is directed.

This exclusion applies:

- c. Whether the injury-causing event described in Paragraph a. above occurs before employment, during employment or after employment of that person;
- d. Whether you may be liable as an employer or in any other capacity; and
- e. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### C. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or defend:

1. All expenses we incur, including "defense expenses";
2. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the limits of insurance.

## SECTION II – WHO IS AN INSURED

Each of the following is an insured to the extent set forth below:

- A. The "educational institution" named in the Declarations, its School Board, School Committee, Board of Trustees, Board of Governors or similar governing body and, for acts within the scope of their duties as such, all persons who were, now are, or shall be, its:
  1. Elected or appointed members of the Board of Education, Board of Trustees, School Directors, School Committee, Board of Governors, or similar governing body;
  2. "Employees";
  3. Student Teachers teaching as part of their educational requirements; and
  4. "School Volunteers":
    - a. Your Students while serving in a supervised internship program sponsored by the "educational institution";

- b. "Employees" or Board Members serving as directors on the boards of "outside organizations" at the direction of and as a part of their duties to the "educational institution"; and
- c. The spouse or "domestic partner" of an insured under Paragraph 1. above, but solely with respect to such person's status as a spouse or "domestic partner" and not for any "wrongful acts" actually or allegedly committed by the spouse or "domestic partner".

The persons or organizations described above whether past, present or future, are insureds but only while acting within the scope of their duties for, or for activities sponsored by the "educational institution".

- B. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.

## SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

### A. Limits of Insurance

1. The Limits of Insurance shown in the Declarations are the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made; or
  - c. Persons or organizations making "claims".
2. The School and Educators Legal Liability Aggregate Limit is the most we will pay for all "loss" arising out of all "claims" alleging "wrongful acts" to which this insurance applies.
3. Subject to Paragraph 2. above, the Each "Claim" Limit is the most we will pay for "loss" arising out of any one "claim" alleging "wrongful acts" to which this insurance applies and shall be subject to the Each "Claim" Deductible.
4. Two or more "claims" arising out of a single "wrongful act" or a series of "wrongful acts" related in any way to each other shall be considered one "claim".
5. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations,

unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **B. Deductible**

1. Our obligation to pay "loss" on your behalf applies only to the amount of "loss" in excess of the Deductible – Each "Claim" stated in the Declarations.
2. For each "claim", we will only pay those sums that are in excess of the deductible amount designated as the Deductible – Each "Claim". However, we may pay any part or all of the Deductible – Each "Claim" to effect settlement of any "claim" and upon notification of the action taken; you shall promptly reimburse us for such part of the deductible that has been paid by us.
3. The terms of this Coverage Part including those with respect to our right and duty to defend any "claim" and your duties in the event of a "claim" apply irrespective of the application of the deductible.

### **SECTION IV – SCHOOL AND EDUCATORS LEGAL LIABILITY CONDITIONS**

#### **A. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### **B. Duties in the Event of Wrongful Act, Claim, or Suit**

1. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim". Notice should include:
  - a. How, when, and where the "wrongful act" took place;
  - b. The names and addresses of persons involved in the "wrongful act" and witnesses; and
  - c. The nature of the harm resulting from the "wrongful act".
2. If a "claim" is received by an insured, you must:
  - a. Immediately record the specifics of the "claim" and the date received;
  - b. Notify us as soon as practicable; and
  - c. Forward written notice of the "claim" to us as soon as practicable.

3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to an insured because of "loss" to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

#### **C. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

Any disputes between the insured and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

#### **D. Other Insurance**

If other valid and collectible insurance is available to the insured for a "loss" we cover under this Coverage Part, our obligations are limited as follows:

## 1. Primary Insurance

This insurance is primary except when Paragraph 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3. below.

## 2. Excess Insurance

- a. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis available to the insured for any "wrongful act" which took place prior to the "policy period".
- b. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis available to any insured who is insured under this Coverage Part.
- c. When this insurance is excess, we will have the right but not the duty to defend the insured against any "claim".
- d. When this insurance is excess over other insurance, we will pay only our share of the amount of "loss", if any, that exceeds the sum of:
  - 1) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
  - 2) The total of all deductible and self-insured amounts under all that other insurance.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of an insured to insure against liability arising from activities of the insured and its "employees", including law enforcement personnel, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any

such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

## 3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## E. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

## F. Two or More Coverage Parts, Coverage Forms, Endorsements or Policies Issued By Us

It is our stated intent that the various coverage parts, coverage forms, endorsements or policies issued to you by us, or any company affiliated with us; do not provide any duplication or overlap of coverage for the same "claim" or "suit". If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "wrongful act"; then the maximum Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

## G. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made or "suit" is brought.

#### H. Transfer of Rights of Recovery against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after "loss" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### I. Cancellation and Nonrenewal

If we decide not to renew or cancel your policy, the provisions outlined in the Commercial General Liability Coverage Form of the policy for such action shall apply and will automatically include the non-renewal or cancellation of this coverage form. You agree that no further notice regarding termination of this coverage form will be required.

#### J. Your Right to Claim and Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding School and Educators Legal Liability Claims-Made Coverage Part we have issued to you during the previous three years:

1. A list or other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with Paragraph **B. Duties in the Event of Wrongful Act, Claim, or Suit** of this Section. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
2. A summary by policy year, of payments made and amounts reserved, stated separately under the applicable Aggregate for Each Annual Policy Year limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "wrongful acts" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate or incomplete information.

#### SECTION V – EXTENDED REPORTING PERIODS

- A. We will provide one or more Extended Reporting Periods, as described below, if:
  1. This Coverage Part is canceled or not renewed; or
  2. We renew or replace this Coverage Part with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
    - b. Does not apply to "loss" arising out of "wrongful acts" on a claims-made basis.
- B. Extended Reporting Periods do not extend the "policy period" or change the scope of the coverage provided. They apply only to "claims" arising out of "wrongful acts" committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Schedule or Declarations. Once in effect, Extended Reporting Periods may not be canceled.
- C. If we cancel or do not renew for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This period starts with the end of the "policy period" and lasts for 60 days with respect to "claims" arising out of "wrongful acts" committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Schedule or Declarations and not previously reported to us.
  1. This Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to "claims".
  2. The Automatic Extended Reporting Period does not reinstate or increase the School and Educators Legal Liability Limits of Insurance.

- D. If this Coverage Part is cancelled or not renewed, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the "policy period" with respect to "claims" arising out of "wrongful acts" committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Schedule or Declarations and not previously reported to us.
1. This Optional Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to "claims".
  2. The Optional Extended Reporting Period does not reinstate or increase the School and Educators Legal Liability Limits of Insurance.
  3. You must give us a written request for the Optional Extended Reporting Period endorsement within 60 days following the date of cancellation or nonrenewal. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or nonrenewal is for nonpayment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.
  4. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	100%
Two Years	150%
Three Years	200%

- E. In the event similar insurance is in force covering "claims" first made during the Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other valid and collectable insurance available to the insured, whether primary, excess, and contingent or on any other basis, whose "policy period" begins or continues after our "policy period" ends.

## SECTION VI – DEFINITIONS

- A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
- B. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- C. "Claim" means:
1. A written demand for monetary damages; or
  2. A "suit" against an insured for a "wrongful act" to which this insurance applies.
- D. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- E. "Defense Expenses" means payments allocated to a specific "claim" for investigation or defense including:
1. Any reasonable and necessary legal fees and expenses, including attorney fees and expert fees, incurred in the defense and appeal of a "claim";
  2. Reasonable and necessary fees of attorneys the insured retains when by mutual agreement or court order the insured is given the right to retain defense counsel to defend a "claim";
  3. The cost of appeal bonds or bonds to release attachments in any "claims" we are defending, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds;
  4. Costs taxed against the insured in the "claim"; and

5. Up to \$500 per day per insured individual for reasonable expenses incurred for attendance at hearings, trials or depositions at our request or with our consent by such insured individual. Such payment shall not exceed \$5,000 in the aggregate for all insured individuals in each "claim".

"Defense expenses" does not include:

6. Salaries, wages, fees, overhead or benefit expenses associated with any insured except as specified in Paragraph 5. above;
7. Salaries and expenses of our employees, including our employed attorneys, salaries and expense of the insured's "employees" (other than those described in Paragraph 5. above); or
8. Any damages, including punitive damages, exemplary damages, multiplied damages, fines or penalties.
9. Any amounts incurred in defense of a "claim" for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes that duty.

F. "Domestic Partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by a Named Insured.

G. "Educational Institution" means the school or other educational institution named in the Declarations of this Coverage Part as legally constituted at the beginning of the "policy period".

H. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" but does include substitute teachers.

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

I. "Loss" means a compensatory monetary award, settlement or judgment, including damages for which you may be required by law to indemnify an insured.

However, "Loss" does not include:

1. Any sum awarded for punitive damages, exemplary damages, multiplied damages, taxes, fines or penalties imposed by law;

2. The cost of compliance with injunctive or other non-monetary relief;
3. The value of tuition and fees paid to you, including fees for room, board, laboratories, and other similar fees;
4. The value of scholarships granted by you or from other sources.

J. "Outside organization" means any:

1. Nonprofit organization described in section 501(c)3 of the Internal Revenue Code of 1986 (as amended);
2. Other entity organized for a religious or charitable, educational purpose under any nonprofit organization act or statute.

K. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Wrongful entry, eavesdropping, eviction, trespass or other invasion of the right of private occupancy;
4. Defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
5. The use of another's advertising idea in your "advertisement"; or
6. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
7. Invasion, intrusion or interference with the right of privacy or publicity, including false light, public disclosure of private information, or commercial appropriation of name or likeness.

L. "Policy Period" means the period beginning with the Inception Date shown in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date shown in the Declarations.

**M. "Property damage" means:**

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- N. "School volunteer" means a person who is not your "employee" and who donates his or her works and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**

**O. "Suit" means a civil proceeding in which "loss" because of a "wrongful act" to which this insurance applies is alleged. "Suit" includes:**

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
2. A formal administrative or regulatory proceeding established under federal, state or local laws and commenced by the filing of a notice of charges, formal investigative order or similar document; or
3. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

**P. "Wrongful act" means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by any insured:**

1. In the lawful discharge of the duties that are characteristic of, distinctive or inherent to, the operation and functioning of an educational institution; and
2. While acting within the course and scope of their duties for the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MAINE EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT (Defense Outside Limits)

This endorsement modifies insurance provided under the following:

SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

## SCHEDULE

<b>LIMITS OF INSURANCE</b>	
Employment Practices "Wrongful Employment Act" Limit: \$	
Employment Practices Aggregate Limit:	\$
<b>DEDUCTIBLE AMOUNT:</b> \$            per "Wrongful Employment Act"	
<b>RETROACTIVE DATE:</b>	

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

A. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT**, the following coverage is added to the **SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART**:

### EMPLOYMENT PRACTICES LIABILITY COVERAGE

#### A. Insuring Agreement

1. We will pay, on behalf of the insured, those sums which the insured becomes legally obligated to pay as "loss" because of a "claim" alleging your "wrongful employment act" against your "employees", "third parties" and applicants for employment to which this insurance applies.
2. This insurance applies to a "wrongful employment act" which occurs anywhere in the "coverage territory" but only if:
  - a. The "claim" is made within the United States of America (its territories or possessions), Puerto Rico or Canada;
  - b. The "wrongful employment act" did not occur before the Retroactive Date, if any, shown in the Schedule above or after the end of the "policy period". The Retroactive Date is the specific date shown in the Schedule above or, if no date is entered, the policy

inception date shown in the Declarations;

- c. The insured did not give notice to any prior insurer of such "wrongful employment act"; and
  - d. A "claim" for "loss" because of the "wrongful employment act" is first made against any insured, in accordance with Paragraph 3. below, during the "policy period" or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIODS**.
3. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following:
- a. When notice of such "claim" is received by any insured or by us, whichever comes first; or
  - b. When we make settlement in accordance with Paragraph A.1. above.
- Two or more "claims" arising out of a single "wrongful employment act" or a series of "wrongful employment acts" related in any way to each other shall be considered one "claim". Any such "claims" whenever made shall be considered to have been made at the time the first of those "claims" was made.

4. We will have the right and duty to defend the insured against any "claim" alleging injury arising out of a "wrongful employment act" to which this insurance applies.
5. We may at our sole discretion investigate any allegation of "wrongful employment act" and settle any "claim" that may arise.
6. The amount we will pay for "loss" will be in excess of the applicable deductible, if any, and as otherwise limited in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**.
7. We will pay "defense expenses", with respect to any "claim" we defend arising out of any "wrongful employment act". These payments will not reduce the applicable Limits of Insurance.
8. We will have no duty to defend any insured against any "claim" to which this coverage endorsement does not apply.
9. Each payment we make for "loss" reduces the Limits of Insurance. When either the Employment Practices Aggregate Limit or the Employment Practices "Wrongful Employment Act" Limit has been exhausted by payment of judgments or settlements, our duty to defend, continue to defend or to pay "defense expenses" under this coverage endorsement shall cease.
10. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this coverage endorsement.

B. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, the following exclusions are deleted from **SECTION I – COVERAGE, Paragraph B. Exclusions**:

5. **Employee Retirement Income Security Act;**
7. **Employment Benefit Plan;**
8. **Workers Compensation;**
9. **Employers Liability;**
10. **Contractual;**
15. **Abuse and Molestation;** and
21. **Employment Related Practices.**

C. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, the following is added to

**SECTION I – COVERAGE, Paragraph B. Exclusions Subparagraph 3. Bodily Injury, Personal and Advertising Injury, or Property Damage:**

For the purpose of this exclusion only, "bodily injury" does not include mental anguish or emotional injury arising out of "wrongful employment acts".

D. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, the following exclusions are added to **SECTION I – COVERAGE, Paragraph B. Exclusions**:

This insurance does not apply to:

**1. Statutory Obligations**

**a. ERISA, COBRA, WARN, OSHA and NLRA**

Any liability arising out of the insured's failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, or local statutory or common law.

**b. FLSA**

- 1) Any liability arising out of any obligation under the Fair Labor Standards Act, or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto (except the Equal Pay Act); and
- 2) Any liability arising out of "claims" for unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" of the insured, for improper payroll deductions or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

This exclusion, however, shall not apply to any "claim" or "suit" alleging retaliatory action by an insured.

## 2. Consequential Loss

Any "claim" made by a spouse, child, parent, brother, sister, "domestic partner" or any other relative of a current, former, or prospective "employee" or "third party" as a consequence of a "wrongful employment act".

## 3. Contractual Liability

Obligations or payments owed under:

- a. An express written or oral contract of employment. However, this exclusion does not apply to any actual or alleged breach of an implied contract or agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation;
- b. An agreement to make payments in the event of the termination of employment; or
- c. An agreement to assume another's liability. However, this exclusion does not apply to the liability of an insured which would have attached even in the absence of such contract or agreement.

## 4. Collective Bargaining Process

Any "claim" arising out of the collective bargaining process.

## 5. Insurance Plan Benefits

That part of any "loss" which constitutes payment of insurance plan benefits that a claimant would have been entitled to as an "employee", other than a retired "employee", had the insured provided the claimant with a continuation of insurance or a commencement of employment.

## 6. Front Pay and Future Damages

This exclusion applies only if the insured is either ordered or has the option pursuant to a judgment or other disposition to reinstate the "employee" but fails to do so.

## 7. Non-Monetary Relief

That part of any "claim" seeking any non-monetary relief, including but not limited to:

- a. Injunctive relief;
- b. Declaratory relief;
- c. Disgorgement;

d. Job reinstatement;

e. Costs or expenses incurred in accommodating any disabled person, pursuant to the Americans with Disabilities Act of 1990 (ADA), including amendments to that law or similar federal, state or local statutory or common law;

f. Any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to a "claim" alleging discrimination or other "wrongful employment act"; or

g. Other equitable remedies, including as to all of the above, the cost of compliance therewith; provided, however, if such request for non-monetary relief is part of an otherwise covered "claim", we will not seek to allocate "defense costs" for the portion of the "claim" seeking non-monetary relief.

## 8. Outside Boards

Any liability arising out of any actual or alleged act or omission of an insured serving in any capacity, other than as your director, officer or "employee".

## 9. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to any allegation of retaliatory treatment against any "employee" who is attempting to exercise his or her rights under the above laws.

E. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, **SECTION I - COVERAGE**, Paragraph **C. Supplementary Payments** is replaced by the following:

### C. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or defend all interest on the full amount of any judgment that accrues after entry of the judgment and before we

have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance. Such payments will not reduce the Limits of Insurance.

F. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE** is replaced by the following:

**A. Limits of Insurance**

1. The Employment Practices Limits of Insurance shown in the Schedule above or in the Declarations are the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made for a "wrongful employment act"; or
  - c. Persons or organizations making "claims" for "wrongful employment acts".
2. The Employment Practices Aggregate Limit is the most that we will pay for all "loss" arising out of all "claims" alleging "wrongful employment acts" to which this insurance applies.
3. Subject to Paragraph 2. above, the Employment Practices "Wrongful Employment Act" Limit is the most we will pay for all "loss" arising from any one "claim" alleging "wrongful employment acts" to which this insurance applies.
4. The Employment Practices "Wrongful Employment Act" Limit is included within and not in addition to the Each "Claim" Limit. The Employment Practices Aggregate Limit is included within and not in addition to the School and Educators Legal Liability Aggregate Limit.
5. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**B. Deductible**

1. Our obligation to pay "loss" on behalf of the insured applies only to the amount of "loss" in excess of the deductible amount stated in the Schedule above or in the Declarations. The Limits of Insurance shall not be reduced by the amount of this deductible.
2. The deductible amount stated in the Schedule above or in the Declarations as per "Wrongful Employment Act" applies to all "loss" arising out of all "claims" alleging the same "wrongful employment acts" to which this insurance applies.
3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend any "suits" seeking those damages; and
  - b. Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim", apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any "claim"; and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that we have paid.

G. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, the following definitions are added to **SECTION VI – DEFINITIONS**:

- A. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to you, but only when performing such labor or services at the request of and under the direction of you.
- B. "Third Party" means any natural person who is a customer, vendor, supplier, service provider, temporary worker, independent contractor, "recognized volunteer" or other business invitee of your Educational Institution.
- C. "Wrongful act" includes "wrongful employment act."
- D. "Wrongful employment act" means any actual or alleged:

1. Wrongful dismissal, discharge or termination of employment, including constructive termination, dismissal or discharge;
2. Breach of an implied contract or agreement relating to employment;
3. Wrongful failure to employ or promote;
4. Wrongful demotion, denial of tenure or practice privileges or deprivation of a career opportunity;
5. Negligent supervision, training, evaluation, reassignment, hiring or retention;
6. Negligent failure to adopt or enforce employment-related policies and procedures;
7. Employment-related wrongful discipline;
8. Employment discrimination or violation of any employment discrimination law;
9. Disparate treatment of or failure or refusal to hire a claimant because he or she is or claims to be a member of a class which is or is alleged to be legally-protected;
10. Employment-related invasion of privacy, false arrest or false imprisonment;
11. Employment-related defamation, libel or slander, including statements in an "employee" reference;
12. Employment-related wrongful infliction of emotional distress, mental anguish or humiliation;
13. Employment-related misrepresentation;
14. Sexual or other workplace harassment of any kind, including any unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors, or other verbal, visual, or physical conduct of a sexual or non-sexual nature that is made a condition of employment with or used as a basis for employment decisions by, interferes with performance or creates an intimidating, hostile or offensive working environment;
15. Retaliation against an "employee" arising out of employment by or services performed for the insured;
16. Violation of any federal, state or local civil rights laws;

17. Discrimination against a "third party" based upon race, color, religion, creed, age, gender, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status, or other status that is protected pursuant to any applicable federal, state, or local statutory or common law;

18. Sexual harassment of a "third party", including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature that create a work environment that is intimidating, hostile or offensive; or that unreasonably interferes with work performance; or

19. Workplace harassment of a "third party" including verbal or physical conduct that creates a work environment that is intimidating, hostile, or offensive; or that unreasonably interferes with work performance,

committed or attempted by an insured in his or her capacity as an insured.

Any series of "Wrongful Employment Acts" that are connected by reason of a common claimant, transaction, policy, action, omission or decision are a single "Wrongful Employment Act".

H. For purposes of this **EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY WITH THIRD PARTY COVERAGE ENDORSEMENT** only, **SECTION VI – DEFINITIONS**, Paragraphs H., I. and O. are replaced by the following:

H. "Employee" means:

1. A natural person employed by and directed by an insured, including any part-time, leased, temporary or seasonal employees; or
2. An individual who is a volunteer, intern, committee or staff member for the insured, but only if the insured provides indemnification to such individual in the same manner as that provided to the insured's "employees".

Independent Contractors are not "Employees".

An individual's employment status shall be determined as of the date of the "wrongful employment act".

I. "Loss" means damages (including front pay and back pay), judgments, settlements, pre-judgment interest, and statutory attorney fees.

However, "loss" shall not include:

1. Civil or criminal fines or penalties imposed by law;
2. Punitive or exemplary damages;
3. The multiplied portion of multiplied damages;
4. Taxes;
5. Any amount for which the insureds are not financially liable or which are without legal recourse to the insureds;
6. Employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; or
7. Matters which may be deemed uninsurable under the law pursuant to which this Coverage Endorsement shall be construed.

O. "Suit" means a civil proceeding or an administrative proceeding seeking monetary damages. "Suit" includes an arbitration, mediation or any other alternative dispute resolution proceeding seeking such damages to which the insured must submit or may submit with our consent. The term "suit" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to you. However, in no event, shall "suit" include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY SHALL REMAIN UNCHANGED.

## Baxter Academy Illustrative Quote



Effective Date: July 1, 2012		HSA Option
<b>Benefits:</b>		<b>HSA - LC-4 155</b>
<b>In-Network</b>		
Deductible - Calendar Year (Individual / Family)	\$3,000 / \$6,000 <b>Embedded Deductible</b>	
Maximum Out of Pocket Calendar Year (Individual/Family)	\$3,000 / \$6,000	
Office Visit	\$0 after Ded.	
Specialist Visit	\$0 after Ded.	
Preventive Care (per schedule)	Covered in Full	
Inpatient Hospital (to maximum OOP)	\$0 after Ded.	
Outpatient Surgery (to maximum OOP)	\$0 after Ded.	
Emergency Room	\$0 after Ded.	
X-ray / Diagnostic Tests / Lab	\$0 after Ded.	
MRI / CT Scan / PET Scan	\$0 after Ded.	
Physical, Speech & Occupational Therapies	\$0 after Ded.; limited to combined 40 visits per calendar year	
Chiropractic	\$0 after Ded.; up to 20 visits per calendar year	
Lens Reimbursement	Special Conditions	
Routine Eye Exams	Covered as preventive	
Prescription Copay	\$0 after Deductible is met	
Lifetime Maximum	Unlimited	
<b>Out-of-Network*</b>		
Deductible - Calendar Year	\$6,000 / \$12,000 Embedded Deductible	
Out of Pocket	\$10,000 / \$20,000	
Benefits	20% after Ded.	
Office Visit	20% after Ded.	
Preventive	20% after Ded.	
<b># Enrolled</b>	<b>Census:</b>	<b>Rates</b>
7	Employee Only	\$294.37
1	EE & Spouse	\$618.18
1	EE & Child(ren)	\$559.30
8	Family	\$883.11
	<b>Total Monthly</b>	<b>\$10,302.95</b>
	Annual Premium	\$123,635.40

This proposal is illustrative based on assumptions provided concerning potential staffing, enrollment, and age. Final rates will be based on actual enrollment.

July rates are the latest quotes that are available. Harvard Pilgrim's September rates will be available for quoting by July 5th.

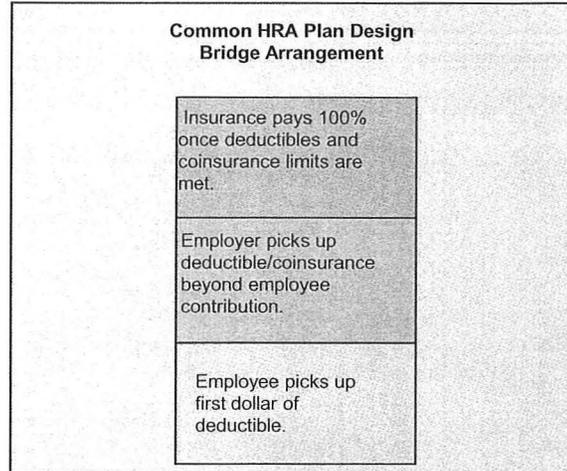
\*Out of Network is Subject to Reasonable & Customary (R&C) and there is no balance billing protection when using out of network services.



## Understanding an Health Reimbursement Arrangement (HRA)

### An HRA is self-funding a portion of the medical cost.

The employer takes on a financial risk that can have a variance in cost based on employees actual claims throughout the year. However, the employer has a maximum exposure for each employee and likewise for the entire group. Companies take advantage of HRA's because of two opportunities for savings: lower insurance premiums & lower employee claims for healthy groups.

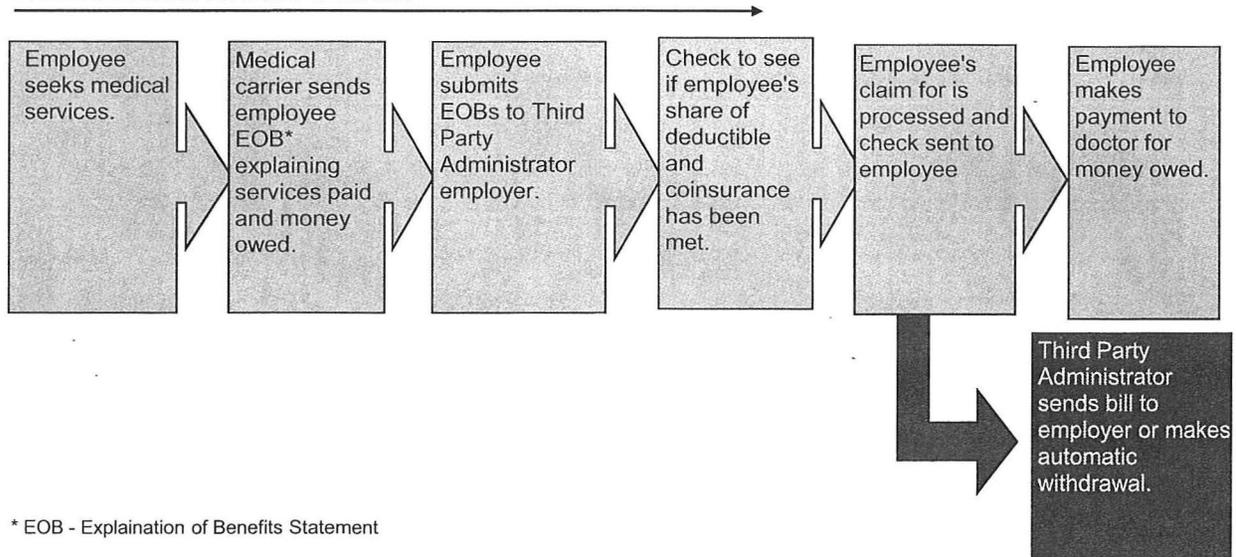


### Designing Reimbursements around plan types: Employee Only, Employee & Spouse, Employee & Child(ren), Family

You can design the reimbursement to reflect the single vs. family deductible element of your medical plan

- Employee + Dependents plans can receive more reimbursement from the employer
  - This helps offset their increased out of pocket exposure
  - Design could be a flat number such as \$500 more than an employee only reimbursement
  - Or it could be double to reflect the doubled deductible/coinsurance limits of a family plan

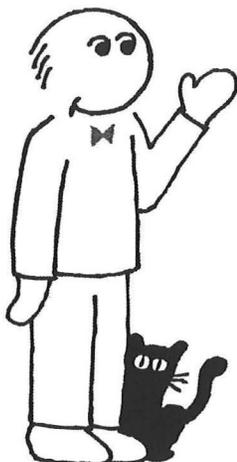
### Claim Reimbursement Timeline



\* EOB - Explanation of Benefits Statement

### Health Reimbursement Arrangement (HRA)

#### Plan Savings and Funding Analysis

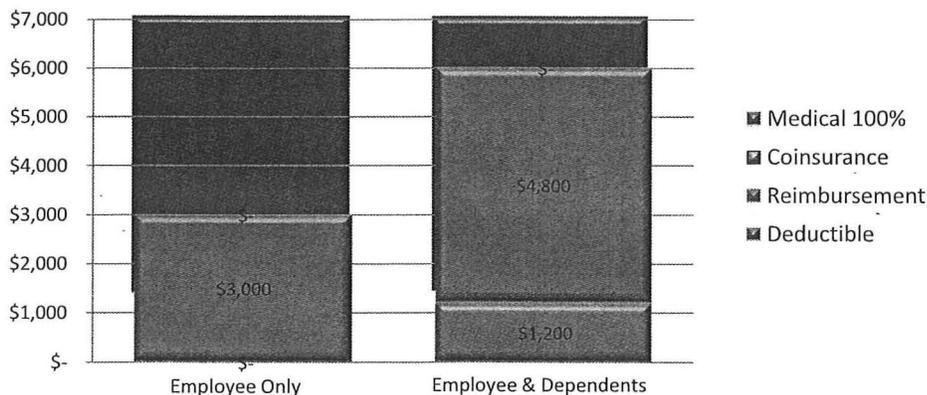


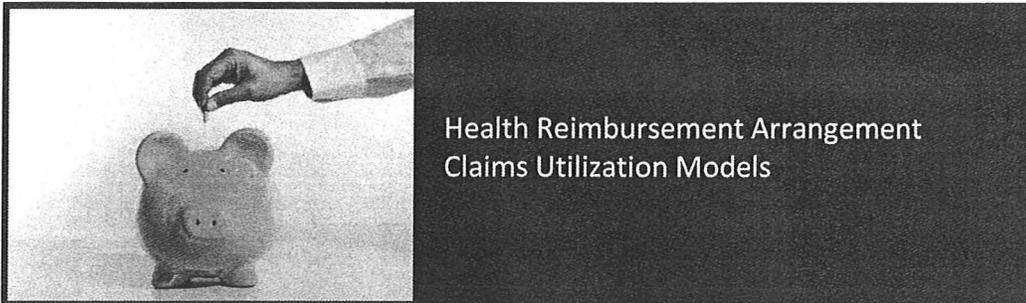
	Underlying Health Plan		\$3,000 HSA		Generated Plan		
		Individ.	Family	Individ.	Family	Individ.	Family
Deductible		\$3,000 / \$6,000		\$0 / \$1,200			
Total Out of pocket		\$3,000 / \$6,000		\$0 / \$1,200			
Preventative		Covered in Full		Covered in Full			
Office Visit		0% after ded.		0% after ded.			
Emergency Room		0% after ded.		0% after ded.			
In-Patient		0% after ded.		0% after ded.			
Out-Patient		0% after ded.		0% after ded.			
Routine Eye Exam		Preventative		Preventative			
Prescriptions		0% after ded.		0% after ded.			
Lifetime Maximum		Unlimited		Unlimited			
		Number Enrolled		Rates			
Employee Only	7	\$294.37					
Employee & Spouse	1	\$618.18					
Employee & Child(ren)	1	\$559.30					
Family	8	\$883.11					

<b>Current Premium:</b>	\$123,635.40	Employer Cost	\$ 103,853.74
<b>Renewal Premium:</b>	\$123,635.40	Employer Cost	\$ 103,853.74

<b>Employer Reimbursement Total:</b>	Employee Only	Employee & Dep. Plans
	\$3,000	\$4,800

Reimbursement for this illustration is on deductible





**Maximum Employer exposure: \$69,000**  
*This total represents the total amount of money spent if all employees claim the reimbursement.*

Employer Premium Funding			
Employee Only	Employee & Spouse	Employee & Child(ren)	Full Family
100%	80%	80%	80%

claims: 40% utilization of the reimbursement arrangement	
Total HRA cost*	\$ 29,272.00
Total Cost (premium + reimbursement)	\$ 152,907.40
Employer Cost of HRA	\$ 133,125.74

claims: 60% utilization of the reimbursement arrangement	
Total HRA cost*	\$ 43,072.00
Total Cost (premium + reimbursement)	\$ 166,707.40
Employer Cost of HRA	\$ 146,925.74

\*Includes estimated annual admin fees to be: \$1,672

**Illustrative Census Used for Quote Purposes**

<b>gender</b>	<b>Age</b>	<b>title</b>	<b>salary</b>	<b>Tier</b>
m	51	Executive Director	\$92,000	FF
F	50	head of school	\$92,000	FF
m	45	director of finance	65,000	FF
f	35	teacher	50000	EE
f	35	teacher	50000	ES
f	28	teacher	50000	FF
f	35	teacher	50000	EE
m	35	teacher	50000	FF
m	29	teacher	40000	EE
m	37	teacher	40000	EE
f	35	teacher	40000	EE
f	29	teacher	40000	FF
m	35	teacher	40000	EC
f	32	teacher	40000	EE
f	35	office admin	25000	FF
f	36	ed-tech	25000	EE
m	35	ed-tech	25000	FF

# EDUCATIONAL INSTITUTION SPECIAL PROPERTY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CAUSES OF LOSS – SPECIAL FORM
- BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Under **Section C. Limits of Insurance** of Building and Personal Property Coverage Form CP 0010, the following is added:

The limits applicable to the Coverages included in this endorsement may either be in addition to or included within the applicable Limits of Insurance. For application of the limits, refer to each coverage within this endorsement.

Refer to **Section V – Definitions** of this endorsement for additional words or phrases which appear in quotation marks that have special meanings.

The coverages in this endorsement amend the coverage provided under the Building and Personal Property Coverage Form, Causes of Loss – Special Form, Business Income (and Extra Expense) Coverage Form through new coverages and substitute coverage grants. These coverages are subject to the provisions applicable to these forms, except as provided for and amended within this endorsement. If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the Limit of Insurance applying to the coverage you select. Coverages included in this endorsement apply either separately to each described premises or on an “occurrence” basis. Refer to each coverage within this endorsement for application of coverage.

## I. COVERAGES

A. Schedule of Coverages	Limits of Insurance	Page
1. Automated External Defibrillators	\$ 5,000	2
2. Broadened Building Coverage	Included	2
3. Broadened Business Personal Property	Included	3
4. Building Limit – Inflation Guard	Included	3
5. Debris Removal	\$ 25,000	3
6. Denial of Access to Premises	Included	4
7. E-Commerce	\$ 5,000	4
8. Employee Theft including ERISA Compliance	\$ 100,000	5
9. Expediting Expense	\$ 25,000	7
10. Extended Coverage on Property – within 1000 feet	Included	7
11. Extra Expense	\$ 300,000	7
12. Forgery or Alteration	\$ 10,000	7
13. Foundations & Underground Pipes	\$ 250,000	8
14. Fundraiser Business Income	\$ 50,000	8
15. Glass Showcases	\$ 2,500	8
16. Inventory & Loss Appraisal	\$ 25,000	9
17. Key Replacement & Lock Repair	\$ 5,000	9
18. Money and Securities	\$ 25,000	9
19. Money Orders & Counterfeit Money	\$ 10,000	10
20. Newly Acquired or Constructed Property – Building	\$1,000,000	10
- Business Personal Property	\$1,000,000	10

21. Ordinance or Law	\$ 500,000	11
22. Outdoor Property	\$ 100,000	13
23. Paved Surfaces	\$ 100,000	14
24. Personal Effects of Students	\$ 100,000	14
25. Pollutant Clean-Up and Removal	\$ 50,000	14
26. Preservation of Property - Expense	\$ 25,000	15
27. Property in Transit	\$ 50,000	15
28. Property Off-Premises	\$ 100,000	15
29. Prototypes	Included	16
30. Real Property of Others Required by Contract	\$ 5,000	16
31. Rewards – Arson, Theft, Vandalism	\$ 25,000	16
32. Sewer Backup	\$ 100,000	16
33. Special Settlement Provisions:		
Agreed Amount Coverage (losses \$25,000 or less)	Included	17
Replacement Cost – Leased Personal Property	Included	17
34. Spoilage	\$ 25,000	17
35. Utility Services – Direct Damage	\$ 100,000	18
Utility Services – Business Income	\$ 100,000	18
36. Windblown Debris	\$ 2,500	19
37. Worldwide Property Off Premises	\$ 50,000	19

**B. Coverages Included in Blanket Limit of Insurance** \$ 250,000

The Blanket Limit of Insurance shown above applies to all Coverages shown in **Section III.B.** of this Endorsement. At the time of loss, you may elect to apportion this Blanket Limit of Insurance to one or any combination of the Coverages shown, but under no circumstances will the aggregate apportionment be permitted to exceed the Blanket Limit of Insurance shown above. The Blanket Limit of Insurance applies per “occurrence”.

Coverages included within the Blanket Limit of Insurance:

1. Accounts Receivable	19
2. Electronic Data Processing Equipment	20
3. Fine Arts	20
4. Fire Department Service Charge	21
5. Fire Protection Equipment Recharge	21
6. Personal Effects & Property of Others	21
7. Research and Development Documents	21
8. Valuable Papers and Records	22

**II. DEDUCTIBLE**

We will not pay for covered loss or damage in any one “occurrence” unless the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance for all coverages listed under **Section I. Coverages**.

**III. COVERED PROPERTY**

**A. Scheduled Coverages**

**1. Automated External Defibrillators**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**g. Automated External Defibrillators**

**(1)** In the event of a Covered Cause of Loss, we will pay for direct physical loss to automated defibrillators while at a described premises that are your property or property of others for which

you are responsible for under written contract existing before loss.

(2) The most we will pay for loss or damage in any one "occurrence" under this Additional Coverage is \$5,000 or the limit shown in the Amended Limits of Insurance Endorsement.

(3) The amount payable under this Additional Coverage is additional insurance.

## 2. Broadened Building Coverage

### a. Under Section A. Coverage, 1.

**Covered Property** of Building and Personal Property Coverage Form CP 0010, the following is added under Paragraph a. **Building**:

(6) The following property if it is located on or within 1000 feet of a covered building or structure:

- (a) Playground equipment;
- (b) Exterior lighting fixtures or poles; and
- (c) Fences.

(7) Signs, whether or not they are attached to covered buildings or structures;

(8) Building glass, including skylights, glass doors and windows, and their encasement frames, alarm tape, lettering and ornamentation;

b. The deductible in Paragraph II. of this endorsement does not apply to a.(6) through a.(8) above. Paragraphs a.(6) through a.(8) are subject to **Section D. Deductible** of CP 0010.

c. Under **Section C. Limits of Insurance** of Building and Personal Property Coverage Form CP 0010, the \$2,500 limitation on outdoor signs is deleted.

## 3. Broadened Business Personal Property

a. Under **Section A. Coverage, 1. Covered Property** of Building and Personal Property Coverage Form CP 0010, the following is added under Paragraph b. **Your Business Personal Property**:

- (8) Property of others that is in your care, custody or control;
- (9) Building glass you have a contractual responsibility to insure;

(10)"Scientific and professional equipment".

b. The deductible in Paragraph II. of this endorsement does not apply to a.(8) through a.(10) above. Paragraphs a.(8) through a.(10) are subject to **Section D. Deductible** of CP 0010.

c. Under **Section A. Coverage, 1. Covered Property** of Building and Personal Property Coverage Form CP 0010, c. **Personal Property of Others** is deleted.

## 4. Building Limit – Inflation Guard

Under **Section C. Limits of Insurance** of Building and Personal Property Coverage Form CP 0010, the following is added:

### **Building Limit – Inflation Guard**

We will pay either the actual cash value or the replacement cost value, based on the valuation method shown in the Declarations, of the damaged portion of the building at the time of loss, but not more than 115% of the Limit of Insurance for Building if:

- (1) The amount of any loss covered by this policy exceeds the Limit of Insurance for Building stated in the Declarations for the damaged Building; and
- (2) The actual repair or replacement is completed within one year of the date of loss.

## 5. Debris Removal

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property form CP 0010, a. **Debris Removal** Paragraph (4) is deleted and replaced by the following and Paragraph (5) is deleted:

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one "occurrence" of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000 or the limit shown on the

Amended Limits of Insurance Endorsement.

**6. Denial of Access to Premises**

Under **Section A. Coverage, 5. Additional Coverages** of Business Income (and Extra Expense) Coverage Form CP 0030, the following is added:

**e. Denial of Access to Premises**

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur when you are unable to access the described premises, due to direct physical loss of or damage to abutting property within 1000 feet of a described premises, caused by or resulting from any Covered Cause of Loss covered under this policy.
- (2) The coverage for Business Income will begin 72 hours after the loss or damage to the abutting property that causes the denial of access and will apply for a period of up to 30 consecutive days after coverage begins.
- (3) The coverage for Extra Expense will begin immediately after the loss or damage to the abutting property that causes the denial of access and will end:
  - (a) 30 consecutive days after coverage begins; or

- (b) When your Business Income coverage ends, whichever is earlier.

**7. E-Commerce**

**(1) Electronic Vandalism – Direct Damage**

Under **Section A. Coverage, 2. Property Not Covered** of Building and Personal Property Coverage Form CP 0010, Paragraph n. is deleted.

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, Paragraph f. is deleted and replaced by the following:

**f. Electronic Vandalism – Direct Damage**

We cover direct physical loss or damage to covered “computer equipment” at the described premises caused by “electronic vandalism”.

**(2) Electronic Vandalism – Interruption of Computer Operations**

Under **Section A. Coverage, 4. Additional Limitation – Interruption of Computer Operations** of Business Income (and Extra Expense) Coverage Form is deleted.

Under **Section A. Coverage 5. Additional Coverages** of Business Income (and Extra Expense) Coverage Form, Paragraph d. is deleted and replaced by the following:

**d. Electronic Vandalism – Interruption of Computer Operations**

You may extend the insurance that applies to Business Income & Extra Expense to apply to a “suspension” of “operations” caused by an interruption in computer operations at the described premises due to “electronic vandalism” originating anywhere in the world.

We will only pay for loss of Business Income or Extra

Expense that occurs during the "period of restoration".

(3) The most we will pay for all loss or damage from both Electronic Vandalism – Direct Damage and Electronic Vandalism – Interruption of Computer Operations in any one "occurrence" is \$5,000 or the limit shown in the Amend Limits of Insurance Endorsement.

(4) The amount payable under this Additional Coverage is additional insurance.

**(5) Special E-Commerce Exclusions**

We do not cover:

(a) Loss of proprietary use of any "electronic data" or "proprietary programs" that have been copied, scanned, or altered;

(b) Loss of or reduction in economic or market value of any "electronic data" or "proprietary programs" that have been copied, scanned, or altered; and

(c) "Theft" from your "electronic data" or "proprietary programs" of confidential information through the observation of the "electronic data" or "proprietary programs" by accessing covered "computer equipment" without any alteration or other physical loss or damage to the records or programs. Confidential information includes, but is not limited to, customer information, processing methods, or trade secrets.

**8. Employee Theft including ERISA Compliance**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**h. Employee Theft including ERISA Compliance**

(1) We will pay for loss or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee" or any non-compensated person whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Additional Coverage, "theft" shall also include "forgery".

(2) This Additional Coverage does not apply to loss caused by any "employee" as soon as:

(a) You; or

(b) Any of your partners, "managers", officers, directors or trustees not in collusion with the "employee",

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(3) Under this Additional Coverage, "occurrence" means:

(a) An individual act;

(b) The combined total of all separate acts whether or not related; or

(c) A series of acts whether or not related,

committed by an "employee" acting alone or in collusion with other persons, during the policy period, before such policy period or both.

(4) We will pay only for loss you sustain through acts committed or events occurring during the policy period shown in the Declarations and "discovered" by you:

(a) During the policy period; or

(b) No later than 1 year from the date of termination or cancellation of this insurance. However this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Additional Coverage, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) You may extend this coverage to apply to loss caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.
- (6) The most we will pay for all loss resulting directly from an "occurrence" is \$100,000 or the limit shown in the Amended Limits of Insurance Endorsement. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year.
- (7) The amount payable under this Additional Coverage is additional insurance.

**(8) Special Employee Theft Exclusions**

We will not pay for:

- (a) Loss resulting from "theft" or any other dishonest act committed by:
  - (i) You; or
  - (ii) Any of your partners, whether acting alone or in collusion with other persons.
- (b) Loss caused by an "employee" if the "employee" has also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your partners, "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the policy period shown in the Declarations.
- (c) Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
  - (i) Whether acting alone or in collusion with other persons; or
  - (ii) While performing services for you or others,

except when covered under this Additional Coverage.

- (d) Loss that is an indirect result of an "occurrence" covered by this Additional Coverage, including, but not limited to, loss resulting from:
  - (i) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
  - (ii) Payment of damages of any type for which you are legally liable;
  - (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.
- (e) Fees, costs and expenses incurred by you which are related to any legal action.
- (f) Loss or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (i) An inventory computation; or
  - (ii) A profit and loss computation.

However, where you establish, wholly apart from such computations, that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
- (g) Loss resulting from trading, whether in your name or in a genuine or fictitious account.
- (h) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

Insurance of all Plans sustaining loss.

**(9) Welfare and Pension Plan ERISA Compliance**

(a) The "employee benefit plan" (hereafter referred to as Plan) is included as an insured under this Additional Coverage.

(b) If any Plan is insured jointly with any other entity under this Additional Coverage, you or the Plan Administrator must select a Limit of Insurance for this Additional Coverage that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

(c) With respect to loss sustained or "discovered" by any such Plan, Paragraph (1) above is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

(d) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(e) The Deductible does not apply to this Additional Coverage.

(f) If two or more Plans are insured under this Additional Coverage, any payment we make for loss:

(i) Sustained by two or more Plans; or

(ii) Of commingled "funds" or "other property" of two or more Plans,

resulting from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of

**9. Expediting Expense**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**i. Expediting Expense**

(1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:

(a) Make temporary repairs;

(b) Expedite permanent repair or replacement of damaged property; or

(c) Provide training on replacement machines or equipment.

(2) The most we will pay for loss under this Additional Coverage in any one "occurrence" is \$25,000 or the limit shown in the Amended Limits of Insurance Endorsement.

(3) The amount payable under this Additional Coverage is additional insurance.

**10. Extended Coverage on Property – within 1000 feet**

Under the **Building and Personal Property Coverage Form** and **Business Income (and Extra Expense) Coverage Form**, all provisions that limit the location of property to within 100 feet of a described premise are deleted and replaced with within 1000 feet of a described premise.

**11. Extra Expense**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**j. Extra Expense**

(1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and

necessary extra expense you incur to continue as nearly as possible your normal business "operations" following the covered loss or damage.

- (2) The most we will pay for loss under this Additional Coverage in any one "occurrence" is \$300,000 or the limit shown in the Amended Limits of Insurance Endorsement.
- (3) The amount payable under this Additional Coverage is additional insurance.

## 12. Forgery or Alteration

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

### k. Forgery or Alteration

- (1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - (a) Made or drawn by or drawn upon you; or
  - (b) Made or drawn by one acting as your agent,or that are purported to have been made or drawn.
- (2) If you are sued for refusing to pay any instrument covered in Paragraph (1) above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
- (3) Under this Additional Coverage, any loss:
  - (a) Caused by any one or more persons; or
  - (b) Involving a single act or series of related acts,is considered one "occurrence" regardless of the number of checks, drafts, promissory notes, or similar written promises, orders or directions involved.
- (4) The most we will pay for loss, including legal expenses, resulting

directly from an "occurrence" under this Additional Coverage is \$10,000 or the limit shown in the Amended Limits of Insurance Endorsement. Regardless of the number of years this policy remains in force or the number or premiums paid, no Limit of Insurance cumulates from year to year. The Deductible does not apply to this Additional Coverage.

- (5) The amount payable under this Additional Coverage is additional insurance.

## 13. Foundations and Underground Pipes

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

### g. Foundations and Underground Pipes

You may extend the insurance that applies to Building to apply to loss or damage to:

- (1) Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (a) The lowest basement floor; or
  - (b) The surface of the ground, if there is no basement;
- (2) Underground pipes, flues and drains; and
- (3) The cost of excavating, grading, backfilling or filling.

The most we will pay for loss under this Extension is 10% of the applicable Limit of Insurance for Building shown in the Declarations, but not more than \$250,000 or the limit shown in the

Amended Limits of Insurance Endorsement.

Payment under this Extension is included within the applicable Limit of Insurance.

## 14. Fundraiser Business Income

Under **Section A. Coverage, 5. Additional Coverages** of Business Income (and Extra Expense) Coverage Form CP 0030, the following is added:

**f. Fundraiser Business Income**

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to the necessary cancellation of a scheduled fundraiser as a result of direct physical loss of or damage to Covered Property at the described premises caused by or resulting from a Covered Cause of Loss.
- (2) This Additional Coverage will only apply if the fundraiser is not rescheduled within 120 days of the originally scheduled date.
- (3) The most we will pay for loss in any one "occurrence" under this Additional Coverage is \$50,000.

**15. Glass Showcases**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010 the following is added:

**h. Glass Showcases**

- (1) You may extend the insurance provided under this Coverage Form to apply to direct physical loss or damage to glass showcases or glass wall cases, including the frames encasing the damaged glass by any Covered Cause of Loss while at the described premises.
- (2) **Section B. Exclusions** of Cause of Loss – Special Form does not apply to this Extension, except for the following:
  - (a) Paragraph **B.1.c. Governmental Action**;
  - (b) Paragraph **B.1.d. Nuclear Hazard**; and
  - (c) Paragraph **B.1.f. War & Military Action**.
- (3) The most we will pay under this Extension for loss or damage in any one "occurrence" at the described premises is \$2,500 or the limit shown in the Amended Limits of Insurance Endorsement.

**16. Inventory & Loss Appraisal**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

**i. Inventory and Loss Appraisal**

- (1) We will pay all reasonable expenses that you incur at our request to assist us in:
  - (a) The investigation of a claim;
  - (b) The determination of the amount of loss, such as taking inventory; or
  - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) The Deductible does not apply to this Extension.
- (3) Regardless of the number of described premises involved, the most we will pay under this Extension for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Amended Limits of Insurance Endorsement.
- (4) **Special Inventory and Loss Appraisal Exclusions**

We will not pay for expenses:

- (a) Incurred to perform your duties in the event of loss under **Section E. Loss Conditions**;
- (b) To prove that loss or damage is covered;
- (c) Billed by and payable to independent or public adjusters, attorneys or any of their affiliated or associated entities;
- (d) To prepare claims not covered by this policy; or
- (e) Incurred under any Appraisal provisions within the policy.

## 17. Key Replacement and Lock Repair

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

### j. Key Replacement and Lock Repair

You may extend the insurance provided under this Coverage Form to cover the reasonable and necessary expense you incur due to a covered "theft" loss for:

- (1) Replacement of keys if they are stolen;
- (2) Lock repair; or
- (3) Re-keying, replacing or reprogramming undamaged locks to accept new keys or entry codes when the building security has been compromised.

The most we will pay under this Extension is \$5,000 or the limit shown in the Amended Limits of Insurance Endorsement. The Deductible does not apply to this Extension.

## 18. Money and Securities

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

### I. Money and Securities

(1) We will pay for loss of "money" and "securities" while:

- (a) Inside the described premises;
- (b) At a "banking premises";
- (c) Within your living quarters or the living quarters of any other member, volunteer or "employee" having use and custody of the property; or
- (d) "In transit" between any of these places,

that results directly from:

- (e) "Theft"; or
  - (f) Disappearance or destruction.
- (2) The most we will pay for loss in any one "occurrence" is \$25,000

or the limit shown in the Amended Limits of Insurance Endorsement. The amount we will pay for loss in any one "occurrence" is increased by 25% during the time of scheduled registration and beginning 30 days prior to athletic events and ending 24 hours after the close of scheduled registration or the close of the ticket office for athletic event.

(3) The amount payable under this Additional Coverage is additional insurance.

(4) Under this Additional Coverage, all loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts,

is considered one "occurrence".

(5) You must keep records of all "money" and "securities" so we can verify the amount of any one loss or damage.

### (6) Special Money & Securities Exclusions

We will not pay for loss:

(a) Resulting from accounting or arithmetic errors or omissions;

(b) Resulting from giving or surrendering of property in any exchange or purchase; or

(c) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

## 19. Money Orders & Counterfeit Money

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

### m. Money Orders & Counterfeit Money

(1) We will pay for loss resulting directly from your having accepted in good faith, in

exchange for merchandise, "money" or services:

- (a) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
  - (b) "Counterfeit money" that is acquired during the regular course of business.
- (2) The most we will pay for loss in any one "occurrence" is \$10,000 or the limit shown in the Amended Limits of Insurance Endorsement.
- (3) The amount payable under this Additional Coverage is additional insurance.

## 20. Newly Acquired or Constructed Property

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, Paragraph **a. Newly Acquired Property** is deleted and replaced by the following:

### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building or the limit shown in the Amended Limits of Insurance Endorsement.

### (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building or the limit shown in the Amended Limits of Insurance Endorsement.

### (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

### (3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## 21. Ordinance or Law

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**n. Ordinance or Law**

**(1)** This Additional Coverage applies only to buildings which are insured on a Replacement Cost basis.

**(2) Application of Coverage**

This Additional Coverage applies only if both **(a)** and **(b)** below are satisfied, and is then subject to the qualifications set forth in **(c)**.

**(a)** The Ordinance or Law:

- (i)** Regulates the construction or repair of a building or structure, or establishes zoning or land use requirements at the described premises;
- (ii)** Requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by a Covered Cause of Loss; and
- (iii)** Is in force at the time of loss.

But coverage under this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this coverage.

- (b) (i)** The building sustains direct physical damage that is covered under this Policy and such damage results in enforcement of the ordinance or law; or
- (ii)** The building sustains both direct physical damage that is covered under this Policy and direct physical damage that is not covered under this Policy, and the building damage in its entirety results in enforcement of the ordinance or law.

**(iii)** But if the building sustains both direct physical damage that is covered under this Policy and direct physical damage that is not covered under this Policy, and the damage that is not covered is the subject of the ordinance or law, then there is no coverage under this Additional Coverage.

**(c)** In the situation described in **(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of coverages for Coverage for Loss to Undamaged portion of the Building, Demolition Cost Coverage or Increased Cost of Construction Coverage. Instead, we will only pay the proportion that covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage alone would have resulted in enforcement of the ordinance or law, then we will pay the full amount of the loss otherwise payable under the terms of Coverage for Loss or Damage to the Undamaged Portion of the Building, Demolition Cost Coverage or Increased Cost of Construction Coverage.

**(3)** We will not pay under this Additional Coverage for the costs associated with the enforcement of any ordinance or law which requires an insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

**(4) Coverage**

**(a) Loss to Undamaged Portion of the Building**

With respect to the building that has sustained covered direct physical damage; we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage for Loss to the Undamaged Portion of the Building is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage does not increase the Limit of Insurance.

**(b) Demolition Cost**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of the undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

**(c) Increased Cost of Construction**

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (i) Repair or reconstruct damaged portions of that buildings; and/or
- (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required,

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

This coverage applies only if the restored or remodeled property is intended for similar

occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

**(5) Loss Payment**

(a) The following loss payment provisions are subject to the apportionment procedure set forth in Section **m.2.(c)** of this Additional Coverage.

(b) When there is a loss in value of an undamaged portion of the building to which Coverage for Loss to the Undamaged Portion of the building applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

(i) If the property is repaired or replaced on the same premises, we will not pay more than the lesser of:

(1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

(2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- we will pay for the increased cost of construction is the lesser of:
- (ii) If the property is not repaired or replaced, we will not pay more than the lesser of:
    - (1) The actual cash value of the building; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
  - (c) Loss payment will be determined as follows:
    - (i) For Demolition Cost, we will not pay more than the lesser of the following:
      - (1) The amount you actually spend to demolish and clear the site of the described premises; or
      - (2) \$250,000 or the limit shown in the Amended Limits of Insurance Endorsement.
    - (ii) For Increased Cost of Construction:
      - (1) We will not pay for the increased cost of construction:
        - (a) Until the property is actually repaired or replaced, at the same or another premises; and
        - (b) Unless the repairs or replacement are made as soon as possible after the loss or damage, not to exceed two years.
      - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most
- (a) The increased cost of construction at the same premises; or
- (b) \$250,000 or the limit shown in the Amended Limits of Insurance Endorsement.

## 22. Outdoor Property

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, Paragraph **e. Outdoor Property** is deleted and replaced by the following:

### e. Outdoor Property

- (1) You may extend insurance provided by this Coverage Form to apply to your radio and television antennas (including satellite dishes), bleachers, grandstands, refreshment stands, press boxes, ticket booths, scoreboards, trees, plants and shrubs, including debris removal expense, caused by or resulting from a Covered Cause of Loss.
- (2) Coverage under this Extension does not apply to property held for sale by you.
- (3) The most we will pay for loss or damage under this Extension for antennas, satellite dishes, trees, plants and shrubs is \$25,000, however, we will not pay more than \$1,000 for loss or damage to any one tree, plant or shrub under this Extension.

Regardless of the number of described premises involved, the most we will pay under this Extension for loss or damage in any one "occurrence" is \$100,000 or the limit shown in the Amended Limits of Insurance Endorsement.

## 23. Paved Surfaces

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010 the following is added:

### k. Paved Surfaces

- (1) You may extend the insurance that applies to your Building to apply to your paved surfaces, including but not limited to bridges, roadways, walks, patios, parking lots, running tracks, playgrounds and athletic fields both artificial and natural turf.
- (2) Regardless of the number of described premises involved, the most we will pay for loss or damage in any one "occurrence" at the described premises is \$100,000.

### (3) Special Paved Surfaces Exclusion

We will not pay for loss or damage caused by freezing or thawing.

## 24. Personal Effects of Students

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

### o. Personal Effects of Students

- (1) We will pay for direct physical loss or damage caused by a Covered Cause of Loss to the personal effects of students while located at the described premises or while in your vehicle.
- (2) The most we will pay for loss or damage under this Additional Coverage is \$100,000 at each described premises or the limit shown in the Amended Limits of Insurance Endorsement. We will not pay more than \$2,500 in total for loss or damage to personal effects belonging to any one student in any one "occurrence" regardless of the number of types of personal effects damaged.
- (3) The amount payable under this Additional Coverage is additional insurance.

## (4) Special Personal Effects of Students Exclusion

We do not cover "theft" from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced.

## 25. Pollutant Clean Up and Removal

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, Paragraph **d. Pollutant Clean-Up and Removal** is deleted and replaced by the following:

### d. Pollutant Clean-Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each

described premises is \$50,000 or the limit shown in the Amended Limits of Insurance Endorsement for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

This Additional Coverage is an additional amount of insurance.

## 26. Preservation of Property – Expense

Under **Section A. Coverage, 4. Additional Coverage** of Building and Personal Property Coverage Form CP 0010, the following is added:

**p. Preservation of Property – Expense**

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000 or the limit shown in the Amended Limits of Insurance Endorsement.
- (4) The amount payable under this Additional Coverage is additional insurance.

**27. Property in Transit**

Under **Section F. Additional Coverage Extensions** of Cause of Loss – Special Form CP 1030, Paragraph 1. **Property in Transit** is deleted and replaced by the following:

**1. Property in Transit**

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage, caused by a Covered Cause of Loss, to your property or property of others that is in your care, custody or control while “in transit”.
- b. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage, caused by a Covered Cause of Loss, to outgoing shipments that have been rejected, while in due course of transit back to you or while awaiting return shipment to you.
- c. This Extension applies to the property while:
  - (1) In a vehicle owned, leased or operated by you; or
  - (2) In the custody of a common carrier or contract carrier.

d. The following Exclusions do not apply to this Extension:

- (1) Earth Movement; and
- (2) Water.

e. The most we will pay for loss or damage under this Extension is \$50,000 or the limit shown in the Amended Limits of Insurance Endorsement.

This Coverage Extension is additional insurance.

**f. Special Property in Transit Exclusions**

This Extension does not apply to:

- (1) Shipments that belong to others that you are transporting for a fee;
- (2) Salesperson’s samples; or
- (3) Loss to “perishable goods” resulting from a breakdown of refrigeration equipment on any vehicle owned, leased or operated by you or while in the custody of a common or contract carrier.

**28. Property Off-Premises**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, Paragraph d. **Property Off-Premises** is deleted and replaced by the following:

**d. Property Off-Premises**

- (1) You may extend the insurance that applies to Business Personal Property while:
  - (a) Temporarily at a location you do not own, lease or operate; or
  - (b) At any fair, trade show or exhibition.
- (2) The most we will pay for loss or damage under this Extension is \$100,000 or the limit shown in the Amended Limits of Insurance Endorsement.

**29. Prototypes**

Under **Section A. Coverage, 5. Coverage**

**Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

**I. Prototypes**

- (1) You may extend the insurance that applies to your Business Personal Property to apply to direct physical loss or damage, caused by a Covered Cause of Loss, to "prototypes" related to your "research and development operations" that:
  - (a) You own; or
  - (b) Are owned by others and in your care, custody or control, while at a described premises.
- (2) We will not pay for loss or damage to "prototypes" until you actually replicate such property. Repairs or replication must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two year period.
- (3) Payment under this Extension is included within your Business Personal Property Limit of Insurance.

**30. Real Property of Others Required by Contract**

Under **Section A. Coverage, 1. Covered Property** of Building and Personal Property Coverage Form CP 0010, the following is added under Paragraph **b. Your Business Personal Property**:

- (11) Real Property coverage including, but not limited to building, doors and windows for which you have responsibility under a contract or lease agreement.  
The most we will pay for loss or damage under this Extension is \$5,000.

**31. Rewards – Arson, Theft, Vandalism**

Under **Section A. Coverage, 4. Additional Coverages**, of Building and Personal Property Coverage Form CP 0010, the following is added:

**q. Rewards – Arson, Theft, Vandalism**

- (1) We will reimburse you for payment of any reward offered on your

behalf and for information that leads to the arrest and conviction of the person or persons responsible for:

- (a) Arson;
- (b) "Theft"; or
- (c) Vandalism to Covered Property.

- (2) The arrest or conviction must involve a covered loss caused by arson, "theft" or vandalism.
- (3) The most we will pay under this Additional Coverage is \$25,000 or the limit shown in the Amended Limits of Insurance Endorsement. The amount we pay is not increased by the number of persons involved in providing the information.
- (4) The amount payable under this Additional Coverage is additional insurance.
- (5) The deductible does not apply to this Additional Coverage.

**32. Sewer Backup**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**r. Sewer Backup**

- (1) We will pay for direct physical loss or damage to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment.
- (2) The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" at a described premises is \$100,000.
- (3) This coverage is not an additional amount of insurance.
- (4) **Special Sewer Backup Exclusion**

We will not pay for loss or damage from water or other materials that back-up or overflow from any sewer or drain when it is caused by or results from any "flood", regardless of the proximity of the back-up or overflow to the "flood" condition.

### 33. Special Settlement Provisions

#### A. Agreed Amount Coverage (losses \$25,000 or less)

Under **Section F. Additional Conditions** of Building and Personal Property Coverage Form CP 0010, Paragraph **1. Coinsurance** applies only when the total loss or damage to all Covered Property in any one "occurrence" is \$25,000 or higher, before application of any deductible.

#### B. Replacement Cost – Leased Personal Property

If under **Section G. Optional Coverages** of Building and Personal Property Coverage Form CP 0010, Paragraph **3. Replacement Cost** is shown as applicable in the Declarations, then Paragraph **3.b.(1)** is deleted and replaced by the following:

- (1) Personal Property of others except for leased personal property for which you have a contractual responsibility to insure.

### 34. Spoilage

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

#### m. Spoilage

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to your "perishable goods" at the described premises, caused by or resulting from either of the following causes of loss:

- (a) Breakdown or Contamination, meaning:
  - (i) Change in temperature or humidity resulting from mechanical breakdown or

mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and

- (ii) Contamination by the refrigerant.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- (2) Coverage under this Extension does not apply to property located on buildings or in the open or in vehicles.
- (3) The most we will pay for loss or damage under this Extension in any one "occurrence" is \$25,000 or the limit shown in the Amended Limits of Insurance Endorsement.

#### (4) Special Spoilage Exclusions

We will not pay for loss or damage caused by or resulting from:

- (a) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- (c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
  - (i) Lack of fuel; or
  - (ii) Governmental order.
- (d) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or

- (e) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

### 35. Utility Services

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

#### s. Utility Services

- (1) We will pay for loss of or damage to Covered Property caused by an interruption in service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in Paragraph (3).

The most we will pay for loss in any one "occurrence" under this Additional Coverage is \$100,000 at each described premises or the limit shown in the Amended Limits of Insurance Endorsement.

- (2) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in Paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above.

The most we will pay for loss in any one "occurrence" under this Additional Coverage is \$100,000 at each described premises or the limit shown in the Amended Limits of Insurance Endorsement.

- (3) Services:

- (a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and

- (ii) Water mains.

- (b) Communication Supply Services, meaning the following types of property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;

- (ii) Coaxial cables; and

- (iii) Microwave radio relays except satellites.

- (c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;

- (ii) Switching stations;

- (iii) Substations;

- (iv) Transformers; and

- (v) Transmission lines.

Services under this Additional Coverage do not include overhead transmission lines that deliver utility services to you.

Overhead transmission lines include, but are not limited to:

- (i) Overhead transmission and distribution lines;

- (ii) Overhead transformers and similar equipment; and

- (iii) Supporting poles and towers.

- (4) This coverage is not an additional amount of insurance.

(5) Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

**(6) Special Utility Services Exclusion**

Coverage under this Additional Coverage does not include loss of "perishable goods" due to "spoilage" that results from:

- (a) Complete or partial lack of electrical power; or
- (b) Fluctuation of electrical current.

**36. Windblown Debris**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

**n. Windblown Debris**

We will pay your reasonable expenses to remove the windblown debris (including trees) from the described premises, if it is carried to the described premises from the premises of others by wind, during the policy period.

The most we will pay in any one "occurrence" in total for the removal of all windblown debris under this Extension is \$2,500 or the limit shown in the Amended Limits of Insurance Endorsement.

**37. Worldwide Property Off-Premises**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

**o. Worldwide Property Off Premises**

(1) You may extend the insurance that applies to Business Personal Property and Personal Property of Others in your care, custody or control to apply to that property while it is outside the coverage territory if it is:

- (a) Temporarily at a location you do not own, lease or operate;

(b) Temporarily on display or exhibit at any fair, trade show or exhibition; or

(c) While "in transit" between the described premises and a location described in (a) or (b) above.

(2) The most we will pay for loss or damage under this Extension is \$50,000 or the limit shown in the Amended Limits of Insurance Endorsement.

(3) The amount payable under this Extension is additional insurance.

**B. Coverages Included in Blanket Limit of Insurance**

**1. Accounts Receivable**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**t. Accounts Receivable**

(1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to your records of Accounts Receivable.

Accounts Receivable means:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

(2) The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" at a described premises is subject

to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

**(3) Special Accounts Receivable Exclusions**

We will not pay for loss or damage:

(a) Caused by alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or "other property".

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

(b) Caused by bookkeeping, accounting or billing errors or omissions.

(c) That requires any audit of records or any inventory computation to prove its factual existence.

**2. Electronic Data Processing Equipment**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**u. Electronic Data Processing Equipment**

(1) We will pay for direct physical loss or damage from a covered Cause of Loss to the following Covered Property which is your property or property in your care, custody or control:

(a) "Computer equipment"; and

(b) Programming documentation and instruction manuals.

(2) We will also cover the necessary extra expenses you incur to avoid or minimize the suspension of business and to continue "operations" because of direct physical loss or damage to covered property.

(3) The following Exclusions do not apply to this Additional Coverage:

(a) Earth Movement; and

(b) Water.

(4) The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

**(5) Special Electronic Data Processing Equipment Exclusions**

We do not cover:

(a) Direct physical loss to covered property caused by:

(i) "Electrical disturbance";

(ii) "Power supply disturbance";

(iii) "Mechanical breakdown";

(iv) "Computer virus"; or

(v) "Computer hacking".

**3. Fine Arts**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**v. Fine Arts**

(1) We will pay for direct physical loss to "fine arts" which are your property or the property of others in your care, custody or control while on the described premises. We also cover your "fine arts" while temporarily on display or exhibit away from the described premises or while "in transit" between the described premises and a location where the "fine arts" will be temporarily on display or exhibit.

(2) The following Exclusions do not apply to this Additional Coverage:

(a) Earth Movement; and

(b) Water.

(3) The most we will pay under this Additional Coverage for loss or

damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

(4) The amount payable under this Additional Coverage is additional insurance.

**(5) Special Fine Arts Exclusion**

We will not pay for any loss caused by or resulting from:

(a) Breakage of statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property. But we will pay if the loss or damage is caused directly by a "specified cause of loss", earthquake or "flood"; and

(b) Any repairing, restoration or retouching of the "fine arts".

**4. Fire Department Service Charge**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, Paragraph **c. Fire Department Service Charge** is deleted and replaced by the following:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Loss, we will pay your actual expenses for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

**5. Fire Protection Equipment Recharge**

Under **Section A. Coverage, 4. Additional Coverages** of Building and Personal Property Coverage Form CP 0010, the following is added:

**w. Fire Protection Equipment Recharge**

(1) We will pay expenses you incur to recharge or refill your automatic fire extinguishing equipment or hand held fire extinguishing equipment when the equipment is discharged:

(a) To fight a fire;

(b) As a result of a Covered Cause of Loss; or

(c) As a result of an accidental discharge.

(2) We will not pay for the recharge of any equipment:

(a) As a result of a discharge during testing or installation; or

(b) Due to maintenance of the equipment.

(3) The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

**6. Personal Effects and Property of Others**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, Paragraph **b. Personal Effects and Property of Others** is deleted and replaced by the following:

**b. Personal Effects and Property of Others**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to:

(a) Personal effects owned by you, your officers, your partners or members, your "managers" or officers, your directors, your trustees or your "employees".

- (b) Personal property of others in your care, custody or control.
- (2) We will not pay more than \$5,000 in total for loss or damage for any one person, in any one "occurrence". Our payment for loss or damage to personal property of others will only be for the account of the owner of the property. No deductible applies to this Extension.
- (3) Regardless of the number of persons involved, the most we will pay under this Extension is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

**7. Research and Development Documentation**

Under **Section A. Coverage, 5. Coverage Extensions** of Building and Personal Property Coverage Form CP 0010, the following is added:

**p. Research and Development Documentation**

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage, resulting from a Covered Cause of Loss, to "research and development documentation" that you own or that is in your care, custody or control at a described premises.
- (2) Paragraph **B. Exclusions** of CP 1030 do not apply to this Coverage Extension, except for:
  - (a) Paragraph **B.1.c. Governmental Action**;
  - (b) Paragraph **B.1.d. Nuclear Hazard**;
  - (c) Paragraph **B.1.f. War and Military Action**;
  - (d) Paragraph **B.2.h. Dishonesty**;
  - (e) Paragraph **B.2.i. False Pretense**; and
  - (f) Paragraph **B.3.**
- (3) This Coverage Extension does not apply to loss or damage caused by or resulting from:

- (a) Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
  - (i) Programming errors or faulty machine instructions; or
  - (ii) Faulty installation or maintenance of data processing equipment or component parts.
- (b) Errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the direct loss or damage caused by the fire or explosion;
- (c) Erasure of "research and development documentation"; or
- (d) Unauthorized instructions to transfer property to any person or place.
- (4) Coverage provided by this Extension does not apply to "research and development documentation" which exist as "electronic data".
- (5) We will not pay for loss or damage to "research and development documentation" until you actually replicate such documentation. Repairs or replication must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two-year period.
- (6) We will not pay for loss or damage to "research and development documentation" applicable to:
  - (a) Products that are obsolete;
  - (b) Existing products you have withdrawn from the market; or

(c) Existing products you have not sold in the last twelve months prior to the loss.

(7) Regardless of the number of insured locations involved, the most we will pay under this Extension for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

#### 8. Valuable Papers and Records (Other Than Electronic Data)

Under **Section A. Coverage, 5. Coverage Extensions**, of Building and Personal Property Coverage Form CP 0010, Paragraph **c. Valuable Papers and Records (Other Than Electronic Data)** is deleted and replaced by the following:

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by a Covered Cause of Loss. This Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.
- (2) The following Exclusions do not apply to this Coverage Extension:
  - (a) Earth Movement; and
  - (b) Water.

The most we will pay under this Extension for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the limit shown in the Amended Limits of Insurance Endorsement.

#### IV. VALUATION

Under **Section E. Loss Conditions** of Building and Personal Property Coverage Form CP 0010, Paragraph **7. b.** is deleted and replaced by the following:

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering;
- (3) Outdoor equipment or furniture; or
- (4) Retaining walls.

Under **Section E. Loss Conditions** of Building and Personal Property Coverage Form CP 0010, Paragraph **7. Valuation**, the following are added:

- f. "Valuable papers and records" at the cost of restoration or replacement, including the cost of data entry, re-programming, computer consultation services and the "media" on which the data or programs reside. To the extent that the contents of the "valuable papers and records" are not replaced or restored, the "valuable papers and records" will be valued at the cost of blank materials for reproducing the records and the labor to transcribe or copy the records when there is a duplicate.
- g. "Money" at its face value.
- h. "Securities" at their value at the close of business on the day the loss is "discovered".
- i. Accounts Receivable:
  - (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
    - (a) We will determine the total of the average monthly amounts of accounts receivable for the 12 months preceding the month in which loss or damage occurs; and
    - (b) We will adjust that total for any normal fluctuations in the amount of accounts

receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(2) The following will be deducted from the total amount of accounts receivable, however that amount is established:

(a) The amount of the accounts for which there is no loss or damage;

(b) The amount of the accounts that you are able to re-establish or collect;

(c) An amount to allow for probable bad debts that you are normally unable to collect; and

(d) All unearned interest and service charges.

j. Property "in transit" (other than "stock" you have sold) at the amount of invoice, including your prepaid or advanced freight charges and other charges which may have accrued or become legally due since the shipment. If you have no invoice, actual cash value will apply.

k. "Hardware":

(1) "Hardware" that is replaced will be at the cost of replacing the "hardware" with new equipment that is functionally comparable to the "hardware" that is being replaced.

(2) "Hardware" that is not replaced will be at actual cash value at the time of loss.

(3) In no event will we pay more than the reasonable cost of restoring partially damaged "hardware" to its condition directly prior to the damage.

l. "Software":

(1) "Programs and applications" will be at the cost to reinstall the "programs and applications" from the licensed discs that were originally used to install the programs or applications.

If the original licensed discs are lost, damaged, or can no longer be obtained, the value of "programs and applications"

will be based on the cost of the most current version of the "programs or applications".

(2) "Proprietary programs" will be at the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.

If duplicate copies do not exist, the value of "proprietary programs" will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost "proprietary programs".

(3) "Electronic data" will be at the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.

If duplicate copies do not exist, the value of "electronic data" will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost files, documents and records.

(4) "Media" will be at the cost to repair or replace the "media" with material of the same kind or quality.

m. "Fine Arts"

We will pay the lesser of:

(1) The market value at the time of loss or damage;

(2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or

(3) The cost of replacement with substantially identical property.

For pairs or sets, we will either:

(1) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or

(2) Pay the difference between the value of the pair or set before and after the covered loss or damage.

n. Property of Others – our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

o. We may elect to defend you against suits arising from claims of owners or property. We will do this at our expense.

- p. Labor, materials and services that you furnish or arrange on personal property of others are valued based on the actual cost of the labor, materials and services.
- q. Finished "stock" you manufactured at the selling price less discounts and expenses you otherwise would have had.
- r. "Prototypes":

We will not pay more than the least of the following amounts:

- (1) The replacement cost of such property used for the same product, but only if replacement cost is shown as applicable to Personal Property in the Declarations.

However, when replacement with identical property is impossible or unnecessary, the amount of loss will be based on the cost to replace with similar property used to perform the same functions. Property of others will be valued in the same manner, but we will not pay more than the amount for which you are legally liable; or

- (2) The amount you actually spend to repair or replace the lost or damaged "prototypes" used for the same purpose.

- s. "Research and development documentation":

We will not pay more than the least of the following amounts:

- (1) Your cost actually spent to reproduce lost or damaged "research and development documentation" from back-up files or original source documents;
- (2) The reasonable cost necessary to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product, to their condition immediately before the loss or damage;
- (3) If identical "research and development documentation" cannot be purchased, the cost to purchase such documentation of comparable kind, function and quality; or
- (4) The amount you actually spend to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product.

But we will not pay more than the cost to restore "research and development documentation" to its condition immediately prior to the loss.

## V. DEFINITIONS

Under **Section H. Definitions** of Building and Personal Property Coverage Form CP 0010, the following are added:

- 4. "Antique" means an object having value because its:
  - a. Craftsmanship is in the style or fashion of former times; and
  - b. Age is 100 years or older.
- 5. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- 6. "Computer equipment" means:
  - a. "Hardware" including laptops owned by you or in your care, custody or control;
  - b. "Software"; or
  - c. "Protection and control equipment".
- 7. "Computer hacking" means an unauthorized intrusion by an individual or group of individuals, whether employed by you or not, into "hardware" or "software", a Web site, or a computer network and that results in but is not limited to:
  - a. Deletion, destruction, generation, or modification of "software";
  - b. Alteration, contamination, corruption, degradation, or destruction of the integrity, quality or performance of "software";
  - c. Observation, scanning, or copying of "electronic data", "programs and applications", and "proprietary programs";
  - d. Damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or "media" used with "hardware"; or
  - e. Denial of access to or denial of services from "hardware", "software", computer network, or Web site including related "software".
- 8. "Computer Virus" means the introduction into "hardware", "software", computer network, or Web site of any malicious, self-replicating "electronic data" processing code or other code and that is intended to result in, but is not limited to:
  - a. Deletion, destruction, generation, or modification of "software";

- b. Alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
  - c. Damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or "media" used with "hardware"; or
  - d. Denial of access to or denial of services from "hardware", "software", computer network, or Web site including related "software".
9. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
10. "Discover" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details may not be known.
11. "Electrical disturbance" means electrical or magnetic damage, disturbance of electronic recordings, or erasure of electronic recordings.
12. "Electronic data" means files, documents, information and "programs and applications" in an electronic format and that are stored on "media".
13. "Electronic vandalism" means "computer hacking", "computer virus" or a "denial of service attack". "Electronic vandalism" does not include the "theft" of any property or services.
14. "Employee" means:
- a. Any natural person:
    - (1) While in your service and for the first 30 days immediately after termination of service;
    - (2) Who you compensate directly by salary, wages or commissions; and
    - (3) Who you have the right to direct and control while performing services for you;
  - b. Any natural person who is furnished temporarily to you:
    - (1) To substitute for a permanent "employee", as defined in Paragraph a.(1), who is on leave; or
    - (2) To meet seasonal or short-term workload conditions,

- while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises;
- c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph a.(2);
  - d. Any natural person who is:
    - (1) A trustee, officer, "employee", administrator or "manager", except an administrator or "manager" who is an independent contractor, of any "employee benefit plan"; and
    - (2) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
  - e. Any natural person who is a former "employee", partner, "manager", director or trustee retained as a consultant while performing services for you;
  - f. Any natural person who is a guest student or intern pursuing studies or duties, excluding however, any such person while having care and custody of property outside the described premises;
  - g. Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
  - h. Any of your "managers", directors or trustees while:
    - (1) Performing acts within the scope of the usual duties of an "employee"; or
    - (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 13.

15. "Employee benefit plan" means any welfare or pension benefit plan shown that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
16. "Fine arts" means paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.
17. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
  - a. The overflow of inland or tidal waters;
  - b. The unusual or rapid accumulation of runoff of surface waters from any source; or
  - c. Mudslides or mudflows which are caused by flooding as defined in **b.** above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
18. "Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
19. "Funds" means "money" and "securities".
20. "Hardware" means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results. "Hardware" includes but is not limited to:
  - a. Mainframe and mid-range computers and servers;
  - b. Personal computers and workstations;
  - c. Laptops, palmtops, notebook PCs, other portable computer devices and accessories including, but not limited to, multimedia projectors; and
  - d. Peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.
21. "In transit" means in the course of shipment from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.
22. "Manager" means a person serving in a directorial capacity for a limited liability company.
23. "Mechanical breakdown" means the malfunction or failure of moving or electronic parts, component failure, faulty installation, or blowout.
24. "Media" means an instrument that is used with "hardware" and on which "electronic data", "programs and applications", and "proprietary programs" can be recorded or stored. "Media" includes, but is not limited to, films, tapes, cards, discs, drums, cartridges, cells, DVDs, or CD-ROMs.
25. "Money" means:
  - a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and "money" orders held for sale to the public.
26. "Occurrence" means all loss or damage that is attributable to:
  - a. An act, event, cause or series of similar, related acts, events or causes involving one or more persons; or
  - b. An act, event, cause or series of similar, related acts, events or causes not involving any person.
27. "Operations" means your business activities occurring at the described premises.
28. "Other property" means tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, "electronic data" or any property specifically excluded under this policy.
29. "Perishable goods" means personal property:
  - a. Maintained under controlled temperature or humidity conditions for preservation; and
  - b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.
30. "Power supply disturbance" means interruption of power supply, power surge, blackout, or brownout.

31. "Programs and applications" means operating "programs and applications" that you purchase and that are:
- a. Stored on "media"; or
  - b. Pre-installed and stored in "hardware".
- Applications include, but is not limited to, programs for word processing, spreadsheet calculations, and graphic design.
32. "Proprietary programs" means proprietary operating "programs and applications" that you developed or that you had developed specifically for use in your "operations" and that are:
- a. Stored on "media"; or
  - b. Installed and stored in "hardware".
33. "Protection and control equipment" means:
- a. Air conditioning equipment used exclusively in the operation of the "hardware";
  - b. Fire protection equipment used for the protection of the "hardware", including automatic and manual fire suppression equipment and smoke and heat detectors; and
  - c. Uninterruptible power supply systems, line conditioners, and voltage regulators.
34. "Prototype" means an original version of a newly designed product that is an outcome of your "research and development operations". A "prototype" includes sample designs, experimental models or displays that are associated with or integral to the manufacture of the original version of a newly designed product.
35. "Research and development documentation" means written evidence of facts, information, processes, concepts or formulas that are directly related to the development of new products or enhancement of existing products. Written evidence includes written papers, plans, manuscripts, written or inscribed documents or plans.
- "Research and development documentation" does not include "valuable papers and records", accounts receivable or "media", "software" or data.
36. "Research and development operations" means your business activities that are directly related to the development of new products or the enhancement of existing products.
37. "Scientific and professional equipment" means medical, engineering, veterinary, measurement, recording, analyzing or similar equipment.
38. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you, but does not include "money".
39. "Software" means:
- a. "Media";
  - b. "Electronic data";
  - c. "Programs and applications"; and
  - d. "Proprietary programs".
40. "Spoilage" means any detrimental change in physical state of "perishable goods". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid or molten material, chemical reactions to material in process, and reduction in value of time sensitive materials.
41. "Theft" means the unlawful taking of property to the deprivation of the insured.
42. "Valuable papers and records" means:
- a. Inscribed, printed or written:
    - (1) Documents;
    - (2) Manuscripts; and
    - (3) Records, including abstracts, books, deeds, drawings, films, maps or mortgages; and
  - b. Similar items stored electronically.
- But, "valuable papers and records" does not mean "money" or "securities".

**BYLAWS OF  
BAXTER ACADEMIES OF MAINE**

Adopted by the Board of Directors April 17, 2013

ARTICLE I  
GENERAL

Section 1.1. Name. The name of this Corporation shall be as set forth in the Articles of Incorporation as the same may be amended from time to time.

Section 1.2. Registered Agent. The Registered Agent of the Corporation shall be the person designated in the Articles of Incorporation, provided that the directors shall have the power to change the identity of the registered agent from time to time through an appropriate filing with the Maine Secretary of State.

ARTICLE II  
PURPOSES

Section 2.1. General Purposes. The purposes of this Corporation shall be as set forth in the Articles of Incorporation as the same may be amended from time to time.

Section 2.2. Powers. This Corporation shall have all such powers as are authorized under Maine law or as otherwise limited by the Board of Directors.

Section 2.3. Prohibition of the Inurement of Assets and Income to Private Persons. All the assets and income of the Corporation shall be used exclusively for its 501(c)(3) purposes, and no part thereof shall inure to the benefit of any private individual; provided, however, that nothing contained herein shall be construed to prevent the payment by the Corporation of reasonable compensation to officers and employees of the Corporation.

Section 2.4. Dissolution. If this Corporation is dissolved or its legal existence terminated, either voluntarily or involuntarily, or upon final liquidation of the Corporation, none of its assets shall inure to the benefit of any private individual, and all of its assets remaining after payment of all of its liabilities shall be distributed as set forth in the Articles of Incorporation.

Section 2.5. Tax Exempt Status. It is intended that the Corporation shall have and continue to have the status of a corporation which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended, or successor provisions of federal tax law (the "Code") as an organization described in Section 501(c)(3) the Code, and to which contributions are deductible under Section 170(c)(2), 2055(a)(2), and 2522(a) of the Code which is other than a private foundation as defined in Section 509(a) of the Code. The Articles of Incorporation and these Bylaws shall be construed accordingly and all powers and activities shall be limited accordingly. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, provided that the

Corporation shall have the power to make an election under Section 501(h) of the Code. Likewise, the Corporation shall not participate or intervene in any manner or to any extent in any political campaign on behalf of any candidate for public office. Furthermore, the Corporation shall not engage in any activities that are unlawful under applicable federal, state or local laws, including, but not limited to, activities prohibited for an organization exempt from federal income taxation under Section 501(c)(3) of the Code and regulations thereunder as they now exist or as they may hereafter be amended.

ARTICLE III  
MEMBERSHIP

Section 3.1. No Members. The Corporation shall have no members with voting rights.

ARTICLE IV  
BOARD OF DIRECTORS

Section 4.1. Management by Board. The affairs of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and do all lawful acts and things necessary or appropriate to carry out the purposes of the Corporation.

Section 4.2. Number of Directors; Eligibility. The number of Directors shall be fixed by the Board of Directors within the range set forth in the Articles of Incorporation, provided that no diminution in number of Directors shall serve to reduce an incumbent Director's term. At no time shall more than 49% of the Directors on the Board be "financially interested persons" as that term is defined in 13-B M.R.S.A. § 713-A, or any successor provision thereof. Furthermore, to the extent prohibited by the Corporation's Charter Contract with the Maine Charter School Commission, no Director shall receive compensation from the Corporation for services provided while serving as a Director.

Section 4.3. Election and Term of Office. The Directors shall be elected by the Board of Directors at its Annual Meeting. At the next Annual Meeting following the adoption of these bylaws, one third of the Directors will be elected for a one (1) year term, one third will be elected for a two (2) year term, and one third will be elected for a three (3) year term. Such terms will be assigned to the Directors by random drawing or such other means as determined by the Board, and the resulting terms of one (1) or two (2) years shall not count toward the term limits imposed by Section 4.4. Thereafter, each Director shall be elected to serve for a three (3) year term of office unless he or she sooner resigns or is removed.

Section 4.4. Term Limits. An individual may serve no more than two (2) consecutive 3-year terms. Any individual who has become ineligible for board service due to the foregoing term limit shall be eligible to serve as a Director after a 1-year absence from the Board. For purposes of this Section 4.4, the period between two consecutive Annual Meetings shall constitute one year.

Section 4.5. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors. A person appointed to fill a vacancy shall serve until expiration of the term that would have been served had the vacancy not occurred. If any Director is elected to fill a vacancy for an unexpired term, the unexpired portion of the term he/she is filling shall not count toward the term limits imposed by Section 4.4.

Section 4.6. Removal of Directors. The Board of Directors may suspend or remove a Director at any time, with or without cause, by a two-thirds (2/3) affirmative vote of the Directors then in office.

Section 4.7. Resignation. Any Director may resign at any time by giving written notice to the Chair or Secretary. Such resignation shall take effect on the date of the receipt or at any later time specified in such notice.

Section 4.8. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, the expense of attendance, if any, may be allowed for attendance at any meeting of the Board; but nothing herein shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 4.9. Loans to Directors Prohibited. The Corporation shall make no loans to any Director.

## ARTICLE V MEETING

Section 5.1. Annual Meeting. The Board of Directors shall meet annually (the “Annual Meeting”) for the purpose of electing the Directors and Officers then standing for election or reelection as the case may be, and for the transaction of such other business as may come before the meeting. The Annual Meeting shall be held prior to July 1 at such time and place as shall be designated by the Board of Directors.

Section 5.2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as may from time to time be determined by the Board of Directors. It is expected that the Board of Directors will meet monthly.

Section 5.3. Special Meetings of Directors. Special Meetings of the Board of Directors may be called by the Chair on his or her own motion or upon written request of at least one-third (1/3) of the Directors, and (a) held not less than twenty-four (24) hours nor more than twenty-eight (28) days after such notice is given to each Director, either personally, by electronic mail or by telephone or (b) held not less than three (3) nor more than twenty-eight (28) days after such notice is given to each Director by mail only.

Section 5.4. Notice. Whenever under the provisions of the statutes, Articles of Incorporation or these Bylaws notice is required to be given to any Director, such notice must be

given in writing by personal delivery, electronic mail, U.S. mail, reputable commercial mail carrier, or telephone, at the address, email address, or phone number last supplied to the Corporation by such Director, with postage or other delivery fees prepaid. Notice by regular mail shall be deemed to be given at the time it is deposited in the United States Mail. Notice by electronic mail shall be deemed to be given at the time it is sent.

Section 5.5. Waiver. Whenever under the provisions of the statutes, Articles of Incorporation or these Bylaws notice is required to be given to any Director, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless required by law or these Bylaws.

Section 5.6. Directors' Participation by Telephone. The Directors or any committee of the Board of Directors may hold a meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence of the Director or committee member at such meeting. Notice of such meeting shall give each Director or committee member the telephone number at which, or other manner in which, he or she may participate in the meeting.

Section 5.7. Quorum; Adjournment. A majority of the Directors then in office shall constitute a quorum for the transaction of business. If a quorum shall cease to be present at any duly called and noticed meeting of Directors at which a quorum was once present, the Directors present thereafter may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At the resumed meeting, the Board may transact any business that might have been transacted at the meeting at which the adjournment was taken.

Section 5.8. Conduct of Meeting; Record of Meetings. The Chair or, in his or her absence, any Director chosen by the Directors present, shall call meetings of the Board of Directors to order and shall act as the presiding officer for the meeting. The Secretary or, if he or she does not participate in the meeting, one of the Directors designated by the Board participating in the meeting shall keep a record of the meeting.

Section 5.9. Manner of Acting. Except as specified by law or these Bylaws, the Board of Directors shall act by a majority vote of the Directors present at any duly called and noticed meeting at which a quorum is present. Each Director shall have one (1) vote.

Section 5.10. Board Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if each Director consents to such action described in writing setting forth the action so taken, signed by all of the Directors, and filed with the minutes of the meetings of the Board of Directors.

Section 5.11. Informal Action by Directors. Action of the Directors may be taken in accordance with the provisions of Section 708 of the Maine Nonprofit Corporations Act, Title 13-B M.R.S.A. In amplification of, and not in limitation of the foregoing, action taken by agreement of a majority of Directors shall be deemed action of the Board of Directors if all Directors know of the action taken and no Director makes prompt objection to such action. Objection by a Director shall be effective if written objection to any specific action so taken is filed with the Secretary of this Corporation within twenty-one (21) days of such specific action.

## ARTICLE VI OFFICERS AND AGENTS

Section 6.1. Officers. The Officers of the Corporation's Board of Directors shall be a Chair, a Treasurer, a Secretary, and such other officers as the Board of Directors may from time to time designate. The Chair, Treasurer, and Secretary shall be elected by the Board of Directors at each Annual Meeting, after the election of Directors.

Section 6.2. Other Officers and Agents. The Board of Directors may appoint additional officers and agents, as it shall deem necessary. Such officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 6.3. Compensation. The compensation, if any, of all additional officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 6.4. Loans to Officers Prohibited. The Corporation shall make no loans to any Officer.

Section 6.5. Term and Removal of Officers. Each Officer shall hold office for a term of one (1) year or until his or her successor has been duly nominated and elected, but this provision shall not be construed as prohibiting an individual from holding an office for two or more consecutive terms. The term of each Officer shall commence upon election. Any Officer may be removed with or without cause at any time by an affirmative vote of a majority of the Directors at a duly called and noticed meeting at which a quorum is present. Any vacancy occurring in any office of the Corporation shall be filled by vote of the Directors.

Section 6.6. Chair. The Chair shall, when present, chair all meetings of the Board of Directors. He or she shall inform himself or herself concerning all affairs of the Corporation and see that the duties of the officers and employees are properly discharged; that the Bylaws of the Corporation are observed; and that all statements and returns required by law are made; and he or she shall assume such share in the management of the Corporation's business as the Directors may determine. The Chair shall perform all duties incident to the office of the Chair. The Chair shall serve as President of the Corporation.

Section 6.7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all corporate funds and securities; keep full and accurate accounts of receipts and

disbursements and books belonging to the Corporation; and deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chair and the Board of Directors at its regular meetings or when the Directors shall require, an account of his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall provide a bond in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her.

Section 6.8. Secretary. The Secretary shall keep written records of all meetings of the Corporation and the Board of Directors. The Secretary shall be responsible for keeping all additional documentation necessary for the administration and management of the Corporation and shall be responsible for providing required notice of meetings to the Directors. The Secretary shall provide all written records of the Corporation to his/her successor.

## ARTICLE VII COMMITTEES

Section 7.1. Committees. The Board of Directors may establish an Executive Committee and other committees and may delegate, to the extent permitted by law, to such committee or committees all the authority of the Board of Directors, or any such portion of authority, as it deems appropriate to assist in the management of the Corporation.

Section 7.2. Composition. The Board of Directors shall appoint the members of each committee. Each committee shall have at least three (3) members and shall consist of at least one (1) Director, and the Chair shall appoint a Director on each committee to serve as the Chairperson of such committee. The Executive Committee shall be comprised of Directors only. Other committees may include non-Directors.

## ARTICLE VIII FINANCES

Section 8.1. Checks. All checks or demands for money and notes of the Corporation shall be signed by the Treasurer and such other officers or persons as the Board of Directors may from time to time designate. Notwithstanding the foregoing, authorized signatories other than the Treasurer shall be authorized to sign checks of the Corporation only for amounts not exceeding \$10,000.

Section 8.2. Financial Commitments. No person shall financially commit the Corporation without the express authorization of the Board of Directors.

Section 8.3. Fiscal Year. The fiscal year of the Corporation shall end on the last day of

June unless otherwise fixed by resolution of the Board of Directors.

ARTICLE IX  
LIABILITY: INDEMNIFICATION

Section 9.1. Indemnification. The Corporation shall in all cases, to the fullest extent permitted by the Maine Nonprofit Corporations Act, Title 13-B M.R.S.A. (the “Act”), indemnify any person who was or is involved in any manner (including, without limitation, as a party or a witness) in any threatened, pending or completed investigation, claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including, without limitation, any action, suit, or proceeding brought by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that that person is or was a Director or Officer of the Corporation, against all liabilities and expenses actually and reasonably incurred by the person in connection with such actions, suits or proceedings including but not limited to attorneys’ fees, judgments, fines and amounts paid in settlement.

Section 9.2. Payment of Expenses in Advance. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding referred to in Section 9.1 may be paid by the Corporation in advance of the final disposition if such action, suit or proceeding as permitted by, and under the terms required by, applicable law.

Section 9.3. Other Rights. The indemnification provided by these Bylaws shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9.4. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a member, Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; this insurance to be against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability under the provisions of these Bylaws.

ARTICLE X  
CONFLICTS OF INTEREST

Section 10.1. General. As set forth in this Sections 10.2 through 10.4, a transaction may be approved by the Board of Directors (or a committee thereof) notwithstanding a conflict of interest if the transaction is fair at the time it is entered into, and if the material facts of the transaction and the director’s or officer’s interest are disclosed or known to the Directors (or members of a committee thereof) when they approve the transaction. The provisions of the

Article X apply in addition to the Corporation's Conflict of Interest Policy.

Section 10.2. "Conflict-of-Interest Transaction" Defined. A conflict-of-interest transaction is a transaction in which a Director or Officer of a corporation has a direct or indirect financial interest. For the purposes of this section, a director or officer has an indirect interest in a transaction if:

- (a) Another entity in which the Director or Officer has a material interest or in which the Director or Officer is a general partner is a party to the transaction; or
- (b) Another entity of which the Director or Officer is a director, officer or trustee is a party to the transaction.

Section 10.3. Procedure for Approval. A transaction in which a Director or Officer of the Corporation has a conflict of interest may be approved before or after consummation of the transaction by the Board of Directors, or a committee of the Directors, only if the transaction is fair and equitable to the Corporation. The Board or committee may authorize, approve or ratify a transaction under this section if the material facts of the transaction and the Director's or Officer's interest are disclosed or known to the Board or committee of the Board. A Conflict-of-Interest transaction is approved if it receives the affirmative vote of a majority of those Directors who do not have a conflict of interest with respect to the transaction (hereafter the "Disinterested Directors"), but such a transaction shall not be approved by a single Director. If a majority of the Disinterested Directors of the Corporation then in office vote to approve the transaction, then a quorum shall be deemed to be present.

Section 10.4. Disclosure; Manner of Acting. The Directors shall guide their conduct with respect to conflict of interest transactions through implementation of the following procedural safeguards:

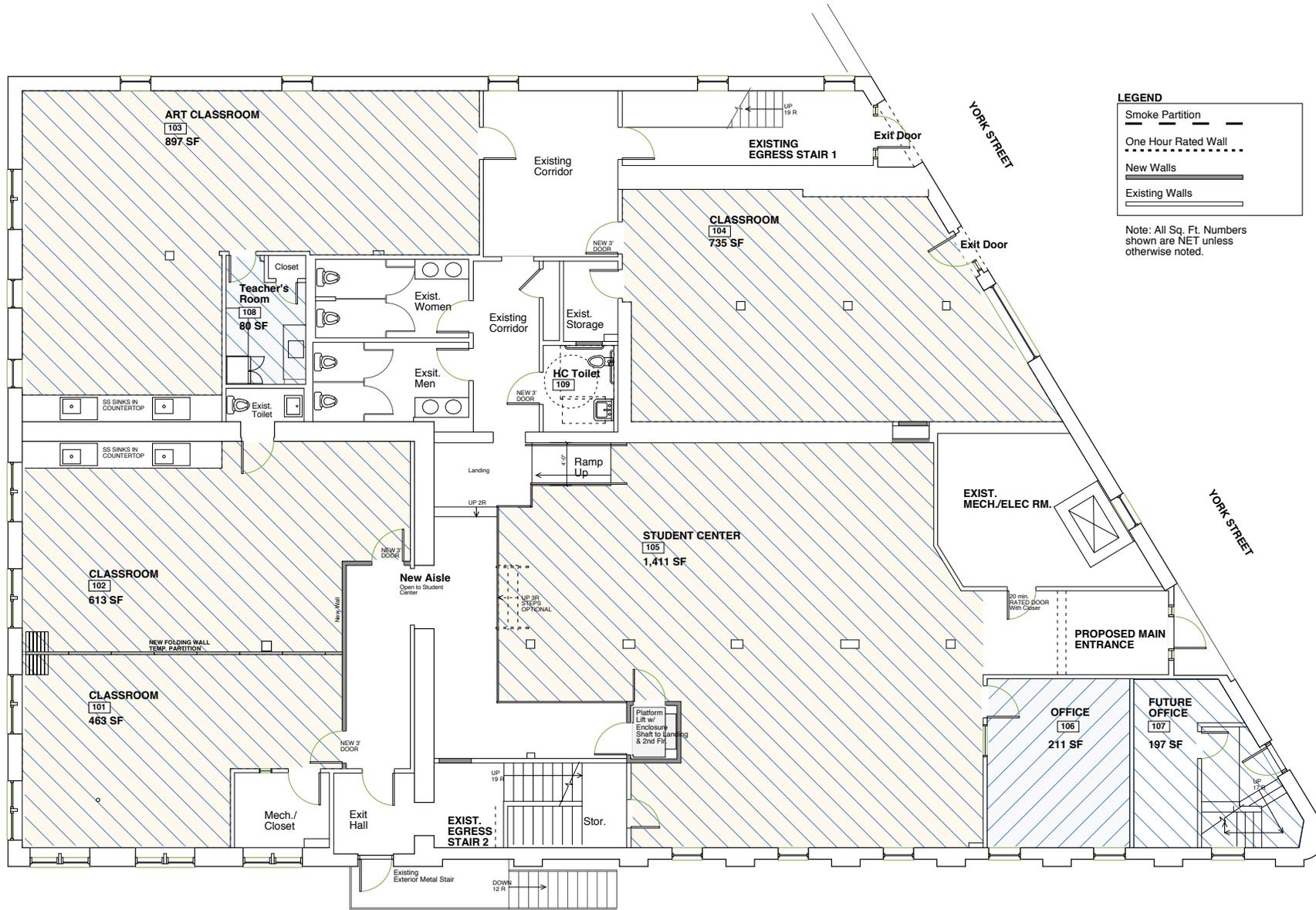
- (a) Prior to taking his or her position on the Board of Directors and annually thereafter, each Director shall submit in writing to the Chair a list of all businesses and other organizations of which the Director is an officer, director, trustee, member, owner (either as a sole proprietor or partner), shareholder with at least 5% interest in all outstanding voting shares, employee or agent with which the Corporation has, or might be expected to have, a relationship or a transaction in which the Director might have a conflicting interest. Each written statement will be resubmitted with any necessary changes annually. The Chair shall become familiar with the statements of all Directors in order to guide his or her conduct should a conflict arise. The Treasurer of the Corporation shall be familiar with the statement filed by the Chair.
- (b) At such time as any matter comes before the Board of Directors in such a way as to give rise to a conflict of interest, the affected Director shall make known the potential conflict, whether disclosed by the Director's written statement or not, and after answering any questions that might be asked of him or her, shall withdraw from the meeting for so long as the matter shall continue under discussion. Should the matter be brought to a vote, the affected Director shall not vote thereon. In the event that such Director fails to

withdraw voluntarily, the Chair is empowered to and shall require that the affected Director remove himself or herself from the room during both the discussion and vote on the matter. In the event the conflict of interest affects the Chair, the Treasurer is empowered to and shall require that the Chair remove himself or herself in the same manner, and for the duration of discussion and action on the matter, the Treasurer shall preside.

(c) If the matter is the item of business for which a special meeting of the Board of Directors was called, the affected Director shall not be counted to establish a quorum, nor shall he or she participate in the deliberations or vote thereon.

#### ARTICLE XI AMENDMENTS

These Bylaws may be amended or repealed or new Bylaws adopted by a two-thirds (2/3) vote of the Directors then in office.



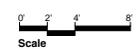
**LEGEND**

- Smoke Partition
- One Hour Rated Wall
- New Walls
- Existing Walls

Note: All Sq. Ft. Numbers shown are NET unless otherwise noted.

**SCHEMATIC DESIGN**

1 First Floor Plan  
SCALE: 1/4" = 1'-0"



Copyright 2012 Richard Remer Architects

**RR/A**

Richard Remer | Architects  
Sherborn, MA  
Portland, ME  
207.773.8699  
508.051.2385

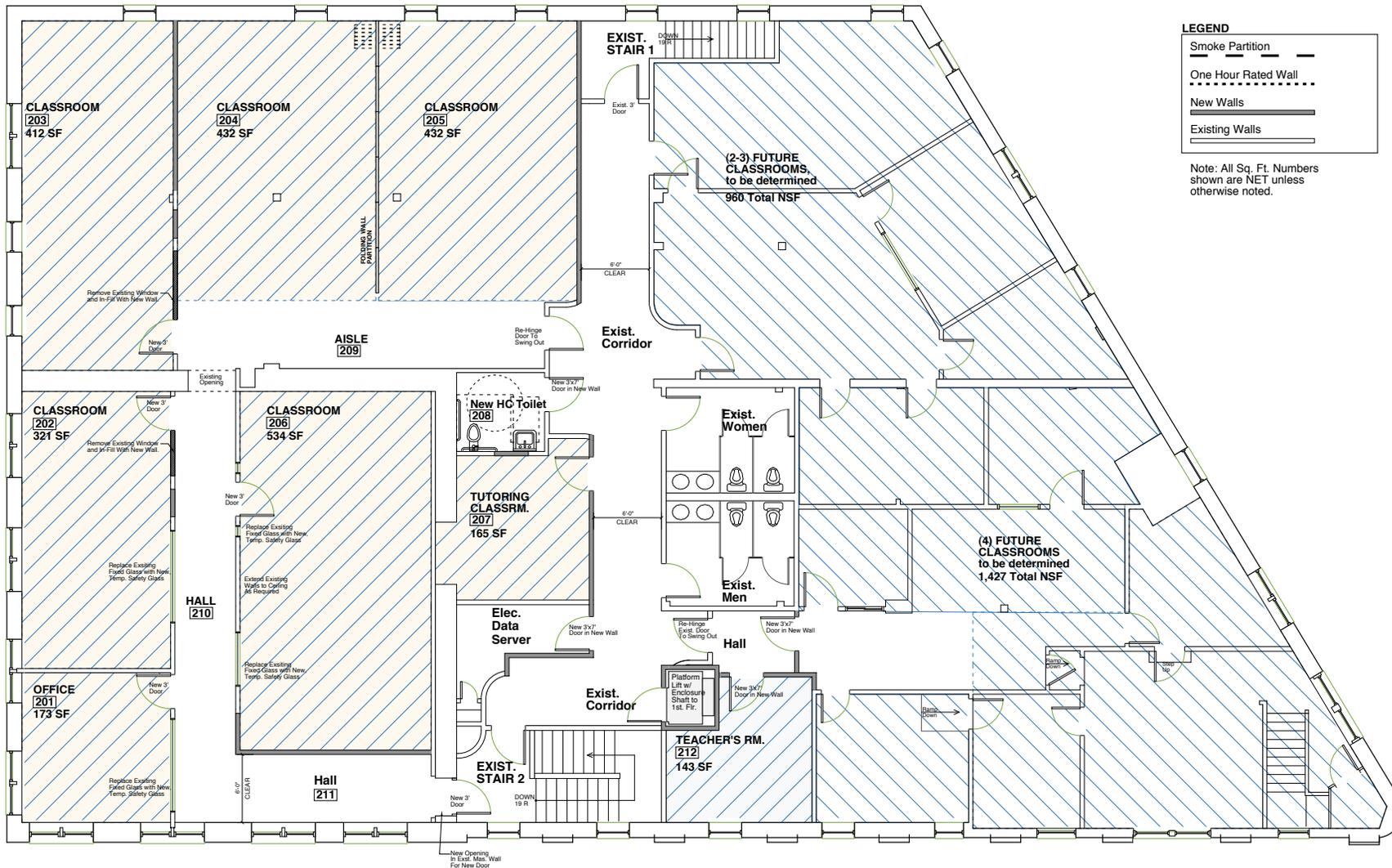
Consultants:

**PROGRESS PRINT 05-25-12**  
**Baxter Academy**  
54 York Street  
Portland, Maine

**Existing First Floor Plan  
With Proposed Changes**

Drawn by: RRA  
File Name: drawing name  
Project No.: 2012-10-00  
Scale: 1/4" = 1'-0"  
Date:  
Revised:

**Baxter Academy**  
**A1.1**



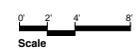
**LEGEND**

- Smoke Partition
- One Hour Rated Wall
- New Walls
- Existing Walls

Note: All Sq. Ft. Numbers shown are NET unless otherwise noted.

**SCHEMATIC DESIGN**

1 Second Floor Plan  
SCALE: 1/4"=1'-0"



Copyright 2012 Richard I. Remmer Architects

**RR/A**  
Richard Remmer | Architects  
Portland, ME  
Sherborn, MA  
207.773.8699  
508.051.2385

**Consultants:**

- Structural Engineer
- Mechanical/Electrical Engineers
- Interior Designer
- Energy Consultant
- Acoustic Consultant
- Lighting Design

**PROGRESS PRINT 05-25-12**

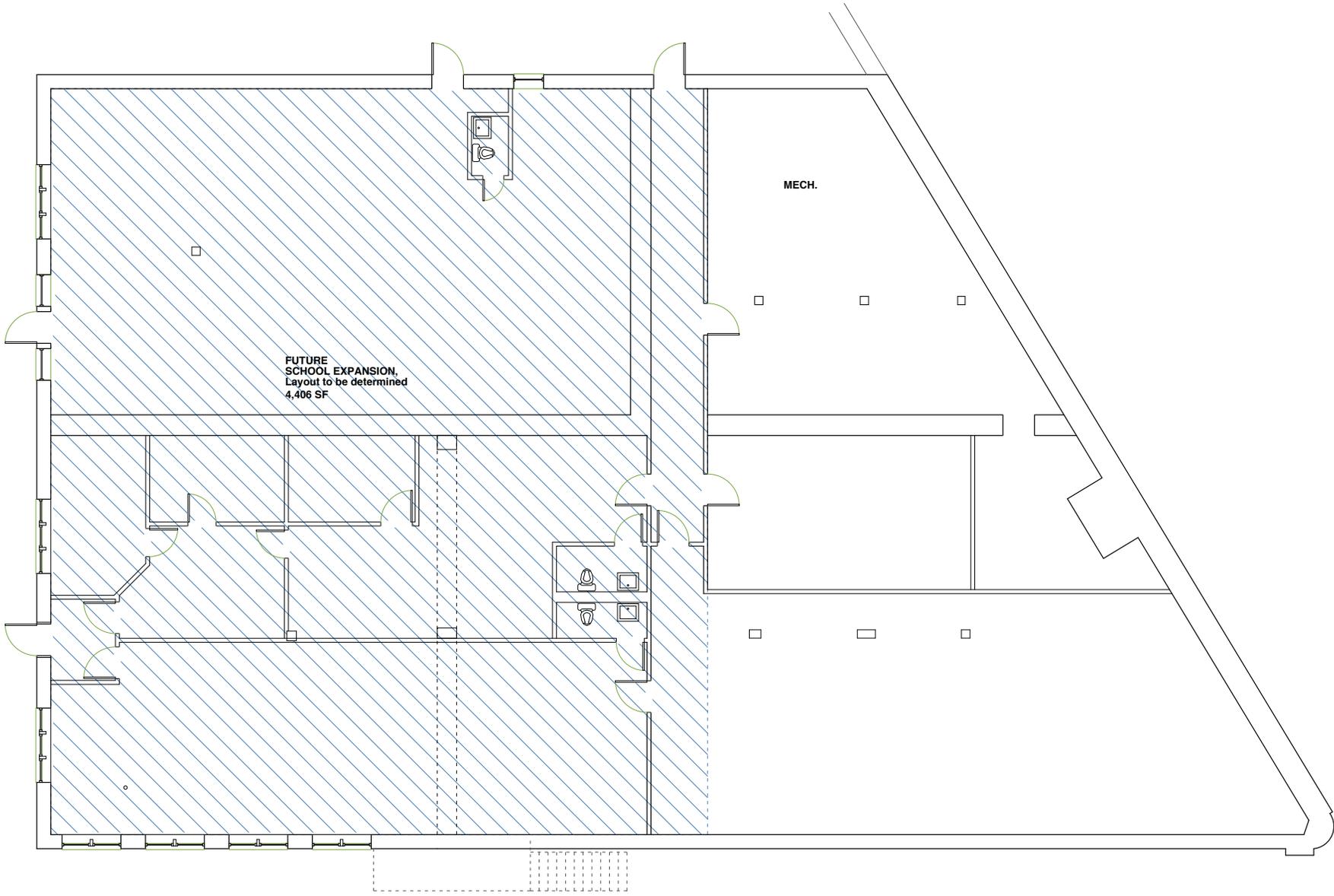
**Baxter Academy**  
54 York Street  
Portland, Maine

**Existing Second Floor Plan With Proposed Changes**

Drawn by: RRA  
File Name:  
Project No. 2012-10-00  
Scale: 1/4"=1'-0"  
Date:  
Revised:

**Baxter Academy**

**A1.2**



FUTURE  
SCHOOL EXPANSION,  
Layout to be determined  
4,406 SF

MECH.

1 Existing Lower Level Plan  
SCALE: 1/4" = 1'-0"

Copyright 2012 Richard Remmer Architects

**RR/A**

Richard Remmer | Architects  
Portland, ME  
Sherborn, MA  
207.772.8299  
588.0517.2385

**Consultants:**

- Structural Engineer: *Stimpert/Roberts Engineers*
- MEP Engineer: *Richard Remmer (company) Energy company*
- Lighting Design: *company*
- Landscape Architect: *company*
- Energy Consultant: *company*

**PROGRESS PRINT 05-25-12**

**Baxter Academy**  
54 York Street  
Portland, Maine

**Existing Lower Level Plan**

Drawn by: RRA  
File Name:  
Project No. 2012-10-00  
Scale: 1/4" = 1'-0"  
Date:  
Revised:

**Baxter Academy**

**A1.0**

March 9, 2013

**COMMERCIAL LEASE (MODIFIED GROSS LEASE)**

1. **PARTIES:** Rufus Deering Company, ("LANDLORD"), hereby leases to Baxter Academies of Maine (aka "The Baxter Academy for Technology and Science ("TENANT")), and the TENANT hereby leases from LANDLORD, the below described leased premises:
2. **LEASED PREMISES:** The leased premises are located at 54 York Street, Portland, Maine, together with the right to use, in common with others entitled thereto, the hallways, stairways, elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except as specifically set forth to the contrary in this lease and/or the addendum. Exhibit A is expressly incorporated herein. Please see the attached Exhibit A for a description of Landlord's work.
3. **TERM:** The Term of this lease shall be for five (5) years, unless sooner terminated as herein provided, **commencing on August 1, 2013 and ending on July 31, 2018.**
4. **RENT:** Rent shall commence August 1, 2013 The Tenant may have immediate access to the leased premises to commence its fit up of the space. The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s) &amp; SF</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1 11,000/SF*	\$165,000	\$13,750
2 15,000/SF*	\$210,000	\$17,500
3 18,540/SF*	\$267,200	\$21,000
4 18,540/SF*	\$267,200	\$21,000
5 18,540/SF*	\$267,200	\$21,000

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated:

**Rufus Deering Company**

If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition

to the rent then due.

- \* Tenant shall have exclusive use of the leased premises in the Landlord's building during the term (and extension term) of this Lease as follows: Year 1: 1<sup>st</sup> floor and ½ of the second floor, Years 2-5 and during the extension term (Years 6-10): 1<sup>st</sup> and 2<sup>nd</sup> floor and part of the basement (excluding basement area used presently by Landlord for storage), each as specified in Exhibit B. The leased premises shall not exceed 18,540 square feet (excluding common areas) without Landlord and Tenant agreeing to the rental terms for additional space. A year by year depiction of the leased premises is attached hereto as Exhibit B. Landlord shall complete the improvements and fit up to the leased premises as required in Exhibit A so that Tenant can occupy and use all space as per the schedule on Exhibit B, with all Landlord work to each phase of the leased premises completed in advance of Tenant taking possession of the additional leased premises.

5. RENEWAL

So long as TENANT is not in default of this Lease as of the date the Tenant exercises its option to renew, TENANT shall have the option to renew this Lease for an additional five (5) year term. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent during the option term which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>	
1	\$267,200	\$21,000	
2	\$267,200	\$21,000	
3	\$267,200	\$21,000	
4		\$267,200	\$21,000
5	\$267,200	\$21,000	

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT:

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750.00), which shall be held as security deposit for the TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT

If in any tax year commencing with fiscal year 2013 the real estate taxes on the land and buildings, of which the leased premises are part, are in

A. TAX

excess of the amount of real estate taxes thereon for the fiscal year 2012

ESCALATION: (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, its pro rata share of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. If the Tenant and/or Landlord are able to reduce or eliminate property taxes on the Landlord's premises as a result of the Tenant being a charter school, one half (1/2) of the property taxes saved by the Landlord (as compared to the 2012 property taxes) over the term of the Lease (including any renewal terms) may be applied at Tenant's election to pay for improvements to the Leased Premises (in addition to the improvements that the Landlord is presently required to make pursuant to this Lease) or to reduce the rent due from Tenant to Landlord. Tenant may elect to apply the savings to improvements and/or rent reduction as the property tax savings are realized by the Landlord.

**B. OPERATING COSTS**

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, its pro rata share of any increases in operating expenses over those incurred during the calendar year 2012. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation reasonable property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

Excluded from Operating Expenses shall be mortgage principal or interest payments, refinancing costs, ground rent and related costs, depreciation and amortization of the Building or equipment, cost of complying with government regulations (including improvements to the sidewalks at the leased premises), interest or penalties resulting from late payments

by Landlord, advertising, costs, brokerage leasing commissions, tenant alterations, costs reimbursed by tenants, costs of abatement of asbestos, lead, mold, and other environmental hazards and/or contaminants, costs reimbursed by insurance, costs reimbursed by Governmental authorities, special services paid for by tenants, legal fees for enforcing other tenants' leases, and off-site management personnel and overhead.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses that are expected to be due pursuant to this Section 7 for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be refunded to TENANT or applied to the next year's monthly payments for estimated increases, at TENANT'S option.

8. UTILITIES:

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises (excluding common areas) and presently separately metered, Tenant shall also be responsible for all bills for separately metered natural gas servicing the leased premises (excluding common areas), and all charges for telephone and other communication systems used at and supplied to the leased premises (excluding common areas) and all bills for janitorial services for the leased premises (excluding common areas) which TENANT shall be responsible for coordinating. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, and at any other times the leased premises are used during the Tenant's regular school days, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during such business and school hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

Landlord shall install the new HVAC, plumbing, metering and other utilities and equipment as required in Exhibit A and Landlord shall repair and/or replace such equipment, plumbing and utilities at Landlord's cost during the term of the Lease and any renewal terms in the event such utilities, plumbing, heating and/or cooling systems within the premises fail to operate as to maintain appropriate conditions within the lease premises. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD, which consent shall not be unreasonably withheld. Landlord shall provide separate metering or separate fuel tanks so that Tenant's share of utility costs can be measured. If Landlord does not provide separate metering or separate fuel tanks to measure Tenant's share of utility costs, then Tenant shall pay for such utilities based on Tenant's proportional share of the total space in the building (i.e., the square footage of the Tenant's leased premises divided by the total interior space within the Landlord's building times the fuel cost).

9. USE OF LEASED PREMISES: TENANT shall use the leased premises for the purpose of operating a technology and science academy and other uses involving education, as well as offices and work space for both profit and non-profit businesses.

A. COMPLIANCE WITH LAWS: TENANT agrees to conform to the following provisions during the entire term of this Lease (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. Except as otherwise provided in this Lease (including Exhibit A), TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE A. TENANT'S TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition except as Tenant may

**OBLIGATIONS:** report to Landlord in writing as soon as reasonably practicable following such entry, and covenants during said term and further time TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

**B. LANDLORD'S OBLIGATIONS:** LANDLORD agrees to maintain and repair the roof, exterior walls, bathrooms, fixtures, HVAC, and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof. The bathrooms and HVAC system within the building shall be maintained by the Landlord at all times to allow the Tenant to meet the needs of its students and staff. Landlord shall also ensure that the building meets all regulations, ordinances, statutes and laws in effect as of the commencement of the lease term during the term and the renewal term of this Lease; provided, however, that the Landlord shall not be responsible for costs relating to new legal requirements that arise during the initial term or the renewal term due to new legislation.

**12. ALTERATIONS- ADDITIONS:** TENANT shall not make any structural alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT and/or Tenant's sub-lessees to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD, TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of an such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

**13. ASSIGNMENT- SUBLEASING:** TENANT shall not by operation of Law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably

withheld. As provided in Section 9 above, Tenant may use the leased premises for its school, including subletting to non-profit and for profit organizations which may be involved with the Tenant's school without having to first obtain Landlord's consent. In any case where LANDLORD shall consent to an assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

14. **SUBORDINATION AND QUIET ENJOYMENT:** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.
15. **LANDLORD'S ACCESS:** LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.
16. **INDEMNIFICATION AND LIABILITY:** LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorneys' fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this

Lease or resulting from Tenant's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, due to the happening of any accident in or about the building or the leased premises which is due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

17. TENANT'S LIABILITY INSURANCE: TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve, but in amounts not less than **One Million Dollars (\$1,000,000)** combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY-Should a substantial portion of the leased premises, or of the property of EMINENT DOMAIN: which they are a part, be damaged by fire or other casualty which is not covered by insurance, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. If the loss and/or damage is insured, the Landlord shall act promptly to repair and/or replace the damage in order to avoid additional disruption to the Tenant's school. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently

accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND  
BANKRUPTCY:

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof, or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of re-letting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE: Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the TENANT by registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at the leased premises, or at such other address as TENANT may from time to time advise in writing. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.
21. SURRENDER: TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
22. HAZARDOUS MATERIALS: TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises: (i) TENANT will comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT will deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all

substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

23. **LIMITATION OF LIABILITY:** TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD.
24. **LANDLORD DEFAULT:** LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation; provided, however, that with respect to the HVAC system and the bathrooms and other issues that affect Tenant's ability to operate its school, the Landlord shall perform all necessary corrective actions within three (3) days or such additional time as reasonably necessary to correct the deficiency in the event that the corrective work cannot reasonably be completed within three (3) days. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
25. **WAIVER OF DEFAULT:** No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.
26. **SUCCESSORS DEFAULT:** The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
27. **HOLDOVER:** If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to 125% of the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude

LANDLORD from recovering damages, other than consequential damages, which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL WAIVER: NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS: If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

- 30. BROKERAGE: NAI The Dunham Group is the only brokerage involved in this transaction. All commissions are the responsibility of the Landlord.
- 31. SIGNAGE: Signage shall be the responsibility of the Tenant and shall comply with all City of Portland ordinances. Signage shall be subject to Landlord's prior written approval which shall not be unreasonably withheld.
- 32. ADDITIONAL TERMS: The Addendums to Lease Agreement attached hereto as Exhibit A and B are incorporated into this Lease.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_ day of January 2013

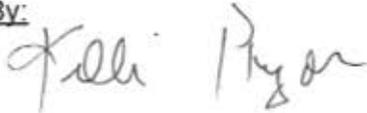
TENANT:

LANDLORD:

**Baxter Academies of Maine**  
Legal Name of Tenant

**Rufus Deering Company**  
Legal Name of Landlord

By:



By:



Name/Title

Chair

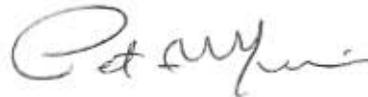
Name/Title

DAN LABRIE SRVP

Witness to Tenant



Witness to Landlord



## Exhibit A to Lease Agreement

54 York Street  
Portland, Maine

Landlord: Rufus Deering

Tenant: Baxter Academies of Maine

1. Notwithstanding any other provision of this Lease other than the obligation to remit the security deposit under Section 6 of the Commercial Lease Agreement, the Tenant's obligations under this lease shall not arise unless and until the Tenant shall have (1) entered into a Charter Contract with the Maine Charter School Commission to operate a high school on the leased premises and (2) satisfied any conditions specified in such Charter Contract as necessary to open such school; provided that Tenant shall use best efforts to enter into such Charter Contract and satisfy such conditions.
2. By April 1, 2013 Landlord and Tenant shall mutually agree upon final plans and pricing all of which shall be at Landlord's sole expense. Plans shall follow Green School Design practices wherever possible through the consultation of Richard Renner Architects. If mutually satisfactory plans and pricing is not reached, either party may withdraw from this Lease Agreement without penalty. Landlord shall be consulted on all colors chosen by the Tenant for the interior premises.
3. Upon the parties' entering into the Lease, the Landlord shall fund the amounts necessary to complete the agreed upon leasehold improvements (up to \$275,000). By April 1, 2013, Landlord and Tenant shall mutually agree upon a final build out budget and a construction schedule that meets Tenant's August 1, 2013 occupancy date. The construction schedule shall provide for the construction on the Leasehold Premises to be complete by July 15, 2013.
4. Notwithstanding any other provisions of this Lease, Landlord shall provide the following improvements as part of Tenant's improvement allowance.
  - Deliver as of the commencement of the Lease the property compliant with all federal, state and local laws pertaining to use as a publicly funded Maine charter high school.
  - Keep property compliant with all aspects of the Americans with Disabilities Act (ADA).
  - Use low voc paint throughout all leased school space.
  - Use low voc carpet in all appropriate leased school space.
  - Floor finishes shall be compatible with intended use, either carpet or tile. Tenant shall be allowed to select the floor tile for the 1<sup>st</sup> floor.
  - Install new HVAC system throughout the leasehold premises.
  - Install new passenger lift or elevator (in compliance with ADA and applicable codes, regulations, and ordinances).
  - Install new fire alarm system and new fire doors throughout premises as per code.
  - Install new carpets throughout. Carpet color to be chosen by Tenant from a pallet of colors provided by Landlord.
  - Paint entire leased premises, with colors chosen by Tenant.

- Improve bathrooms to provide two handicapped accessible bathrooms and stub in plumbing for a safety shower.
5. Notwithstanding any other provisions of this Lease, Landlord agrees to the following:
- Allow Tenant to install and maintain signage on the building exterior. The broker's signs will be removed once contingencies have been removed from the Lease.
  - The Landlord shall allow the Tenant to use roof top for science lab, 20' x 20' deck, 20' x 20' greenhouse, solar panels, wind turbines, weather equipment, vegetable garden and cell tower at no additional rent. This will be contingent upon the following criteria:
    - 1 All permits and construction cost and damage repairs will be paid by the Tenant.
    - 2 The Tenant is responsible for an engineer to stamp the roof structure as safe to carry weight loads, etc.
    - 3 The integrity of the structure and weather tight roofing must not be compromised.
    - 4 Major safety measure must be implemented according to all local, state and federal codes.
    - 5 Liability and life safety insurance must be in place before anyone enters the roof. This insurance must name Rufus Deering Lumber Company as a co-insurance party. The insurance needs to be on the structures as well. The Tenant will submit yearly insurance certificates stating that this insurance remains in effect.
    - 6 A safe entrance to the roof is the responsibility of the Tenant.
    - 7 The integrity of the rubber membrane roof must be protected by properly built walkways to all decks, science station, greenhouse, etc.
    - 8 When the Tenant's lease has expired and the Tenant is vacating the premises all structures must be taken down and the roof must be in the same good condition it is in now, prior to work done by the Tenant relative to the roof.
    - 9 Final plans for the roof top science lab to be mutually agreed upon by Tenant and Landlord by June 15, 2013; provided that Tenant may elect to postpone such date from time to time.
    - 10 Tenant shall pay for all permitting, construction and insurance for the Rooftop Science Station
6. In addition:
- Landlord shall provide area for Tenant's dumpster. Tenant shall provide its own janitorial services. Tenant shall be responsible for cleaning and maintaining any common areas.
  - Landlord shall repair the leaking around the chimney area upon the execution of the Lease.

SEEN AND AGREED TO:

**LANDLORD:**

RUFUS DEERING COMPANY

By: 

Its: SRVP

Date: 3/9/13

**TENANT:**

BAXTER ACADEMIES OF MAINE

By: 

Its: Chair

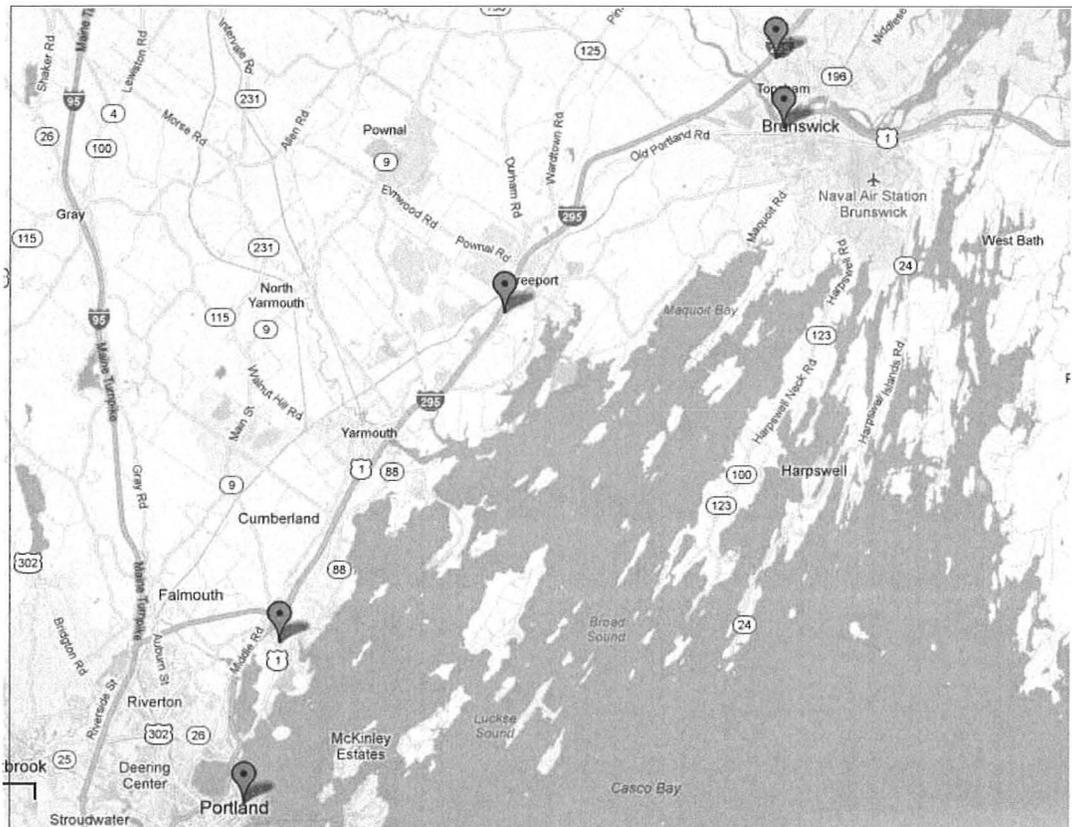
Date: 3/9/13

## Appendix Z: Map of Catchment Area

Public Transportation Options - provide Baxter Academy (BA) students with access card to ride METRO Bus public transportation at a 50 cent discount per trip. This is the same amount Portland Schools subsidize.

Students in Portland and South Portland that live within 2 miles of the school will be encouraged to walk or bike to school weather permitting.

School Year 2013-2014 – Provide bus transportation to students within a 25 mile radius of Portland. Busses will begin route at 7:00am and anticipated arrival at 54 York Street is 7:50 am



### Possible Northern Route - Defined catchment areas

Topsham - Hannaford parking lot, Topsham Fair Mall, 49 Topsham Fair Mall Road #1

Brunswick - Cumberland Farms on Pleasant Street, 90 Pleasant Street

Freeport - Shaws parking lot, 200 Lower Main Street

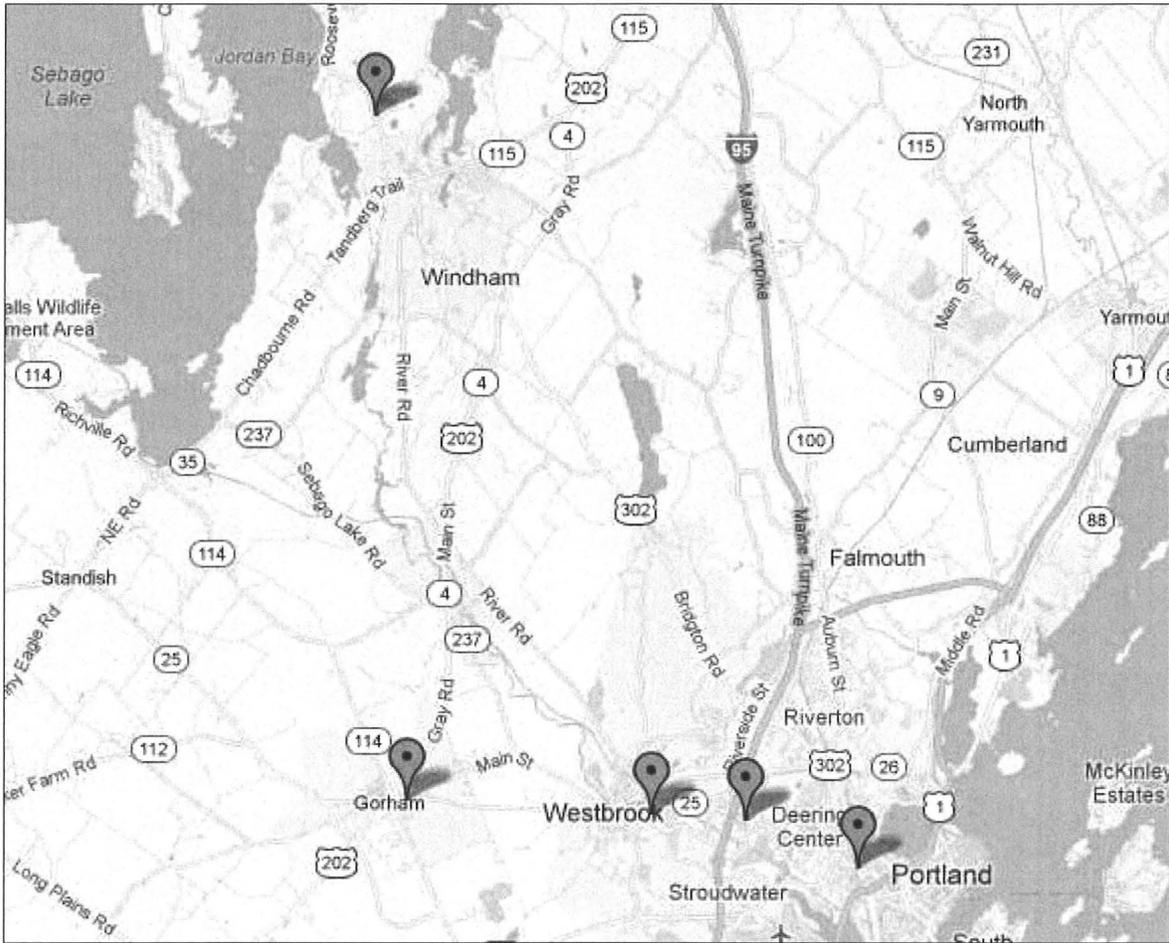
Falmouth - Starbucks parking lot, 256 Us Route 1

Portland - Washington Ave. & Congress Street (Munjoy Hill)



Possible Southern Route - Defined catchment areas

- Kennebunk - Starbucks, Maine Turnpike Northbound exit 24
- Saco - Hannaford Pharmacy, 532 Main Street
- Scarborough - Hannaford Bros Co., 31 Hannaford Drive
- South Portland - Work Inn, 818 Main Street
- South Portland - Rite Aid, 279 Main Street



Possible Western Route - Defined catchment areas

Windham - 797 Roosevelt Trail, Windham Maine Hannaford parking Lot

Gorham - 99 Main St. Hannaford parking lot

Westbrook - 7 Hannaford St. Hannaford parking Lot

Portland - Lowe's Home Improvement, 1058 Brighton Avenue

Portland - 7-Eleven, 170 Brighton Avenue

Other Options

Contract with South Portland and other districts, who run busses to and from Portland High School. Also contract with the Portland School Department, Baxter students will walk from Portland High.

DOMESTIC  
NONPROFIT CORPORATION

STATE OF MAINE

RESTATED  
ARTICLES OF INCORPORATION

Baxter Academies of Maine

(Name of Corporation as it appears on the records of the Secretary of State)

Minimum Filing Fee \$10.00 An additional \$10 fee if changing purpose

File No 20110361ND Pages 4  
Fee Paid \$ 20  
DCN 2121881910010 REST  
-----FILED-----  
06/25/2012

*Julie R. Flynn*  
Deputy Secretary of State

A True Copy When Attested By Signature

*Julie R. Flynn*  
Deputy Secretary of State

Pursuant to 13-B M.R.S.A §805, the undersigned corporation adopts these Articles of Restatement

**FIRST:** The restatement set out in Exhibit A attached contains the same information and provisions as are required for original articles. Statements as to the incorporator or incorporators and the initial directors may be omitted. This restatement was adopted on 5/8/2012 (date).

("X" one box only)

- By the members at a meeting at which a quorum was present and the restatement received at least a majority of the votes which members were entitled to cast.
- (If the Articles require more than a majority vote.) By the members at a meeting at which the restatement received at least the percentage of votes required by the Articles of Incorporation
- By the written consent of all members entitled to vote with respect thereto
- (If no members, or none entitled to vote thereon.) By majority vote of the board of directors.

**SECOND:** The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: \_\_\_\_\_

\_\_\_\_\_  
(name of commercial registered agent)

Noncommercial Registered Agent

John Jaques, President

\_\_\_\_\_  
(name of noncommercial registered agent)

Baxter Academies of Maine, 54 York St. Portland, ME 04101-4569

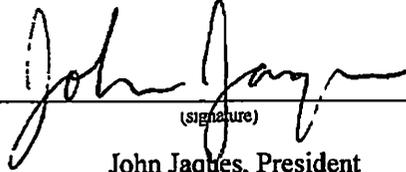
\_\_\_\_\_  
(physical location, not P.O. Box - street, city, state and zip code)

\_\_\_\_\_  
(mailing address if different from above)

**THIRD:** Pursuant to 5 MRSA §1083, the registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation

Dated May, 2012

\*By

  
(signature)

**John Jaques, President**

(type or print name and capacity)

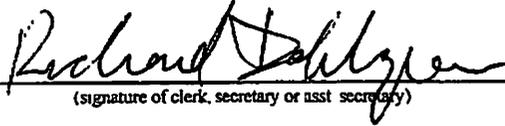
\*By

(signature)

(type or print name and capacity)

**MUST BE COMPLETED FOR VOTE  
OF MEMBERS**

I certify that I have custody of the minutes showing  
the above action by the members.

  
(signature of clerk, secretary or asst secretary)

---

\*This document **MUST** be signed by any duly authorized officer (13-B MRSA §104.1 B)

Please remit your payment made payable to the Maine Secretary of State

Submit completed form to

**Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101  
Telephone Inquiries: (207) 624-7752**

Email Inquiries: CEC Corporations@Maine.gov

**EXHIBIT A  
TO  
RESTATED ARTICLES OF INCORPORATION  
OF  
BAXTER ACADEMIES OF MAINE**

**FIRST:** The name of the Corporation is Baxter Academies of Maine.

**SECOND:** This charitable institution is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986 as amended, or successor provisions of any future federal tax law (the "Code"). In furtherance thereof, but not by way of limitation, the mission of the Corporation is to operate one or more public charter schools.

The Corporation shall be organized and empowered to do everything necessary, proper, advisable or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them, or connected with them, that are not forbidden by law, these Articles of Incorporation, or the Corporation's Bylaws; provided, however, that the Corporation shall not engage in any transaction, or do or permit any act or omission, which shall operate to deprive the Corporation of status as an organization described in Section 501(c)(3) of the Code and to which contributions are deductible under Sections 170(c)(2), 2055(a)(2), and 2522(a)(2) of the Code.

**THIRD:** The Registered Agent is a Noncommercial Registered Agent:

John Jaques, President  
Baxter Academies of Maine  
54 York St., Portland, ME 04101-4569

**FOURTH:** Pursuant to 5 M.R.S.A. § 108.3, the registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

**FIFTH:** The minimum number of directors (not less than 3) shall be three (3) and the maximum number of directors shall be fifteen (15).

**SIXTH:** The Corporation shall have no members as such term is used in the Maine Nonprofit Corporation Act.

**SEVENTH:** Not applicable.

**EIGHTH:** Other provisions of these articles, including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c), are as follows:

Number of Directors. The number of Directors of the Corporation may be increased or decreased by a resolution of the Directors, subject to the limitations set forth in Article FIFTH, and provided that no decrease in number shall have the effect of shortening the term of any incumbent Director.

No Political Activity; Limited Lobbying. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except as may be permitted under Section 501(h) of the Code. Furthermore, the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

No Inurement. No Director, Officer, employee, or any other private individual shall be entitled to receive directly or indirectly any pecuniary profit from the operation of this Corporation and all of the assets and income of the Corporation shall be used exclusively for its charitable, educational and scientific purposes. No part thereof shall inure to the benefit of any Director, Officer, employee, or other private individual; provided, however, that nothing contained herein shall be construed to prevent the payment by the Corporation of salaries and expenses to Officers and employees of the Corporation employed by it.

Dissolution; Distribution of Assets. If this Corporation be dissolved or its legal existence terminated, either voluntarily or involuntarily, or upon final liquidation of this Corporation, none of its assets shall inure to the benefit of any member, Director, Officer, employee, or any private individual, and all of its assets remaining after payment of all of its liabilities shall be distributed to one or more nonprofit organizations engaged in activities substantially similar to those of this Corporation (within the meaning of 13-B M.R.S.A. Section 407) and which may be selected by the Directors as an appropriate recipient of such assets, as long as each of such organizations shall then qualify as an organization exempt from federal income taxation under Section 501(a) of the Code, described in Section 501(c)(3) of such Code and classified as a public benefit corporation within the meaning of 13-B M.R.S.A. Section 1406.

Appendix BB: List of Founders

Baxter Academy Founders

This is a list of individuals who have voluntarily dedicated significant time to the development of this application. We are acknowledging them as founders of the Baxter Academy for Technology and Science.

Jonathan Amory - Portland, Maine  
Andrea Berry – Portland, Maine  
Leonard Cole - Portland, Maine  
Allison Crean Davis – Kennebunk, Maine  
Richard Dahlquist - Lewiston, Maine  
Ruth Dean - South Portland, Maine  
Chelsea H.B. Delorme – Freeport, Maine  
Jonathan Doughty - Gray, Maine  
Leslie Durgin - South Portland, Maine  
Andy Graham - Portland, Maine  
Mercedes Grandin - Portland, Maine  
Carl Hesselbart – Portland, Maine  
John Jaques - Freeport, Maine  
Chris Jones - Litchfield, Maine  
Kelli Keliehor – Gorham, Maine  
Suzanne LaGasa - Portland, Maine  
Erica Mazzeo - Camden, Maine  
Laurie McCammon – Scarborough, Maine  
Shaun Meredith - Harpswell, Maine  
Marcia Minter - Portland, Maine  
Robin Monahan – Freeport, Maine  
Peter Montano – South Portland, Maine  
Peter Morrison – Cumberland, Maine  
Peter Moxhay - Portland, Maine  
Aaron Murray - Brunswick, Maine  
Hannah Olson - Wiscasset, Maine  
Kelli Pryor – Windham, Maine  
Nathaniel Read - Portland, Maine  
Rachel Rodrigues – Cumberland, Maine  
Dean Scott - Washington D.C.  
Sarah Skillin-Woodard - Portland, Maine  
David Trask - China, Maine

## CONFLICT OF INTEREST POLICY

of

### **BAXTER ACADEMIES OF MAINE**

(A Maine Nonprofit Public Benefit Corporation)

#### Article 1. Purpose

1.1 Purpose: The purpose of the conflict of interest policy is to protect the interests of this tax-exempt organization (the "Corporation") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### Article 2. Definitions

2.1 Interested Person: Any person who serves this Corporation as a Director, Officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an "Interested Person."

2.2 Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
- (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. As determined pursuant to Article III, Section 3.2 of this Policy, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### Article 3. Procedures

3.1 Duty to Disclose: In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest:

- (a) An Interested Person may make a presentation at the board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- (b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (c) After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violation of the Conflicts of Interest Policy:

- (a) If the board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the

member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### Article 4. Records of Proceedings

4.1 Minutes: The minutes of the board and all committees with board delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussion and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### Article 5. Compensation

5.1 Recusal of Directors Required: A voting member of the board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that Director's compensation.

5.2 Recusal of Certain Committee Members Required: A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.3 Information May Be Presented: No voting member of the board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### Article 6. Annual Statements

6.1 Signed Statements Required: Each Director, Officer and member of a committee with board delegated powers shall annually disclose interests that could give rise to conflicts and sign a statement which affirms such person:

- (a) Has received a copy of this Conflict of Interest Policy;

- (b) Has read and understands the policy;
- (c) Agrees to comply with the policy; and
- (d) Understands the Corporation is charitable and, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt charitable purposes.

#### Article 7. Periodic Reviews

7.1 Review Procedure: To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

7.2 Use of Outside Experts: When conducting the periodic reviews as provided for in Article VII, Section 7.1 of this Policy, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

To: The President of Baxter Academies of Maine

I am providing this statement to the Board of Directors of Baxter Academies of Maine (the "Corporation") pursuant to the Corporation's Conflict of Interest Policy (the "Policy"), which requires the disclosure by each Director and Officer of any material interest in or affiliation with any entity or organization which is or may become in conflict with my official duties. Where any interest or affiliation is of uncertain significance, I have made full disclosure in order to permit an objective determination by the Board.

I have received a copy of the Policy, have read and understand it, and agree to comply with its provisions. Furthermore, I understand that the Corporation is charitable and, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt charitable purposes.

In answering the following questions, I have, to the best of my knowledge, included relevant information pertaining to me and my family. "Family" for the purpose of this statement means spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren.

In determining whether I have a "material interest" in any entity, it is understood that these words include a position such as an officer, director, trustee, consultant, employee or member of a policy-making committee, or the ownership of 5% or more of the beneficial or proprietary interest in the entity or organization.

1. I and the members of my family have a material interest in the following entities or organizations:

N/A

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2. I and the members my family are employed by, or serve as consultants to, the following entities or organizations:

N/A

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3. Within the past five (5) years, I and the members my family, directly or indirectly, have had business involvement with or received an economic benefit from the Corporation, and anticipate having business involvement with or receiving an economic benefit from the Corporation during the next two (2) years, as follows:

N/A

4. Neither I nor any member of my family has leased, sold, purchased or conveyed any interest in real property to or from the Corporation, except as follows:

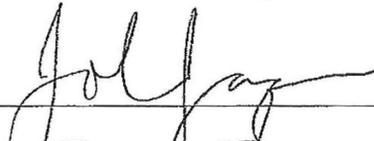
N/A

5. Neither I nor any member of my family has received any loan or accepted any gift, entertainment, use of property or facilities, or other favors from the Corporation, except as follows: (This does not apply to reasonable expense reimbursement, the consumption of a reasonable amount of food or refreshment as an integral part of Board/charitable activity, or the giving or accepting of token mementos of low monetary value.)

N/A

I agree to deliver a new disclosure statement annually to the Board of Directors of the Corporation, and also to promptly deliver an amended statement to the Board should any future change of circumstances result in answers to the above questions different from those given above.

Date: 11/9/11

Signed: 

Name: John Jaques

Title: Director / President

## Appendix DD: Board Profile

### **Baxter Academies of Maine Board Member Profile**

All board members must possess the following fundamental characteristics:

- **Vision and Leadership:** members must be able to strategize through policy to enable the nonprofit organization achieve its mission.
- **Advocacy, Stewardship and Integrity:** members must have the ability to serve and promote the interests and goals of the organization while at the same time remembering the interests of the public and the organization's intended beneficiaries.
- **Knowledge:** members must have the willingness to become thoroughly familiar with the mission and how the organization actually carries out the mission day-to-day through its organizational structure and operations.
- **Personal Commitment and Diligence:** members must be willing to put in the necessary time and make the necessary effort to fulfill board responsibilities, including understanding strategic, financial and operational issues facing the organization, asking questions and following up as needed, engaging personally with the organization, whether through financial support, advocacy, networking, personal service, or other personal support activities, and staying current on sound governance principles and working to apply them to the organization.
- **Collegiality:** members must have the ability to work well with others and must also be respectful of the ideas of other board members.

## Appendix FF: Room Schedule

The freshman class will contain 80 students. The anticipated class size is 15-20 students per class. The building consists of classrooms on two levels. On the first level there are five classrooms. On the second level there are five full-sized classrooms and a smaller tutoring classroom. We are leasing 11,000 square feet for year one, 14,000 square feet for year two, and 20,000 in year three. Please see the Floor Plan in Appendix V for sizes and functions of individual rooms.





May 1, 2013

**Baxter Academy**  
for Technology and Science

**Hiring Plan Status: *Focus on Instructional Staff***

Updated by Michele LaForge, Head of School

**Brief status update**

I have interviewed multiple candidates in every subject area and am at the point of checking references of individuals for the following positions:

- Special Education Coordinator/Teacher with state 282 certification. (Note: I would like this individual to participate in the hiring process for any Ed Techs)
- Art teacher
- Two Math teachers
- Two Science Teachers
- Two Social Studies Teachers
- One ELA teacher, with more interviews to be scheduled for ELA and Language.

We have incredibly high interest in all our positions. I have complete confidence that even should our top choices not be able to join us, we will be able to pull from our deep reserve of excellent candidates to build a consistently strong faculty.

The table below reflects the strategies undertaken by the hiring committee, the dates targeted for completion, and the status of each. The legend below is intended to provide further clarity on our progress.

Legend:

Not yet begun	Still in progress	Done
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Strategy	Target Date	Status
Resumes uploaded and shared with Hiring committee	March 20	Done
Resumes undergo initial review - candidates sent an acknowledgement letter and a request to confirm continued interest	March 29	Done
Top candidates chosen and interviews scheduled	April 5	Done for SPED, Art, Math, Science, Social Studies, and one ELA.
Candidates interviewed	Week of April 15th	Done
Final candidates notified, any follow up or extra interviews held	Week of April 22	Additional interviews being scheduled for ELA, Language, Ed Tech.
Decisions made and either teachers hired or additional candidates sought or interviewed	May 3	In progress: some candidates have tentative feedback on our interest that can become firm upon charter contract signing.
All applicants will be notified in writing of our decisions and thanked for their interest in Baxter Academy	May 10	On schedule and contingent upon charter contract signing.

Exhibit MM

May 6, 2013

**CURRENT ENROLLMENT NUMBERS**

- ° Baxter Academy currently has 107 students enrolled.
- ° Of these, 68 are freshmen and 39 are sophomores.
- ° There are 28 students on the waiting list who have received enrollment packets.
  - 18 have an enrollment deadline of May 11, 2013.
  - 10 have an enrollment deadline of May 18, 2013
- ° Students continue to apply via the waiting list. In the week April 29 to May 5, eleven applications were received (and are represented in the May 18 deadline).

**Breakdown of enrolled students by 27 sending districts:**

Auburn	6	RSU 51	7
Brunswick	2	RSU 52	2
Falmouth	1	RSU 57	3
Gorham	5	RSU 6	7
Lewiston	5	RSU 60	1
Portland	7	RSU 61	5
RSU 1	1	RSU 72	2
RSU 10	1	RSU 75	3
RSU 13	2	Scarborough	5
RSU 14	6	South Portland	9
RSU 15	4	Wells, Ogunquit	1
RSU 21	8	Westbrook	6
RSU 4	1	York	2
RSU 5	5		

**Breakdown of waiting-list students by 17 sending districts:**

AOS 47 (Orrington)	1	RSU 6	4
AOS 97 (Winthrop)	1	RSU 14	1
Auburn	1	RSU 15	1
Biddeford	1	RSU 57	1
Gorham	1	RSU 61	1
Lisbon	1	RSU 54 (Skowhegan)	1
Lewiston	2	Scarborough	2
Portland	3	Westbrook	3
RSU 5	2		

**Performance Indicators, Measures, Metrics and Contract Evaluation Criteria  
Baxter Academy for Technology and Science (Updated 5/3/2013)**

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
Student Academic Proficiency	<ul style="list-style-type: none"> <li>• Proficiency level on State assessments</li> <li>• Proficiency level on school-developed assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of students scoring at “proficiency” or above on state assessments in English language Arts and Mathematics</li> <li>• Percentage of students scoring at each state-defined performance level on ELA and Math</li> <li>• Percentage of students considered proficient on school assessment in specified subject areas</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of students at proficiency level will increase every year at level negotiated in contract for negotiated subject or content areas  <b>Proposed target:</b>            In grades 10, 11, and 12, results from the PSAT or SAT, student scale scores will be converted to proficiency categories (see <a href="https://www1.maine.gov/education/mhsa/documents/changing_score_scale.pdf">https://www1.maine.gov/education/mhsa/documents/changing_score_scale.pdf</a>)             Using cohorts of continuously enrolled students, BA will show at least 2% growth in students reaching “proficiency” on all measures of student academic performance. Should BA reach 99% or above student population in proficient category, growth will be tracked similarly in the percent of students reaching the Proficient with Distinction category.</li> <li>• School-specified assessment data, both formative and summative  <b>Proposed target:</b>            In grades 9 and 10, BA students will demonstrate proficiency of Common Core standards/ Maine Learning Results from NWEA’s MAP (see NWEA Scale Alignment Studies linking student RIT scores to Maine proficiency levels).             MAP results will analyzed using cohorts of continuously enrolled students to show at least 2% growth in students reaching “proficiency” on all measures of student academic performance. Should BA reach 99% or above student population in proficient category, growth will be tracked similarly in the percent of students reaching the Proficient with Distinction category.             BA will also show that 80% of all students have met at least 80% of their Individualized Learning Plan goals by the end of the academic year for which they were originally developed. This will be documented via student portfolios and assessment records and will be reviewed, at a minimum, during annual student portfolio conferences.</li> </ul>	<ul style="list-style-type: none"> <li>• Annual State assessment</li> <li>• School-developed formative and summative assessment data, available on monthly, quarterly and annual basis.</li> </ul>

Performance Indicators, Measures, Metrics and Contract Evaluation Criteria Baxter Academy for Technology and Science (Updated 5/3/2013)				
Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
Student Academic Growth	<ul style="list-style-type: none"> <li>Value-added nationally normed individual and group assessment or equivalent for English and Math</li> <li>Established benchmarks for each student</li> <li>Placed-based rubric specific to charter school</li> </ul>	<ul style="list-style-type: none"> <li>Percentage of students who make one year's growth</li> <li>Percentage of students moving to a higher performance level for academics and goals of the charter school</li> </ul>	<ul style="list-style-type: none"> <li>Determined in contract based on the applicant's goals</li> <li>Rubric established and other evidence identified (portfolio, exhibition, etc.)</li> </ul> <p><b>Proposed target:</b> A minimum of 80% of BA students will perform at least 2% points above NWEA MAP's RIT growth norms (see <a href="http://www.nwea.org/node/4347">http://www.nwea.org/node/4347</a>) on all areas of student achievement assessed.</p>	<ul style="list-style-type: none"> <li>Within the first three months, school has established individual student records for target information, offered quarterly and annually</li> </ul>
Achievement Gaps in proficiency and growth between major student subgroups	<ul style="list-style-type: none"> <li>Average Daily Attendance Rate</li> <li>Individual student attendance rate</li> <li>Unexcused absences</li> </ul>	<ul style="list-style-type: none"> <li>Gaps in proficiency and growth between major student subgroups.</li> </ul>	<ul style="list-style-type: none"> <li>Goals for gap closure to be specified in the contract</li> <li>Agreement to review goals annually with authorizer</li> <li>State data will be used a comparison.</li> </ul> <p><b>Proposed target:</b> Using various data sources, including SAT, PSAT, NWEA MAP, and student portfolios, BA will, during the 2013 -2014 academic year, analyze data to understand:</p> <ol style="list-style-type: none"> <li>If significant performance gaps exist between student demographic groups,</li> <li>If so, what (and to what degree) learning areas are affected by varying performance.</li> </ol> <p>Once these baseline indicators are identified, BA will strategize to identify</p> <ol style="list-style-type: none"> <li>Measurable targets for narrowing performance by maintaining and/or accelerating rates of progress for all students and</li> <li>Action steps that will be deployed to address these challenges.</li> </ol>	<ul style="list-style-type: none"> <li>Goals for gap closure to be specified in the contract</li> <li>Agreement to review goals annually with authorizer</li> <li>State data will be used as comparison</li> </ul>

**Performance Indicators, Measures, Metrics and Contract Evaluation Criteria  
Baxter Academy for Technology and Science (Updated 5/3/2013)**

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
			<p>Moving into the 2014 – 2015 academic year, BA will assess the degree to which it has successfully narrowed performance gaps as described above and will continue to do so over time.</p>	
Student Attendance	<ul style="list-style-type: none"> <li>• Average Daily Attendance Rate</li> <li>• Individual student attendance rate</li> <li>• Unexcused absences</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of students attending a target percentage of days</li> <li>• Percentage of students exceeding a particular number of truanancies in a given period of time.</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of students attending a target percentage of days</li> <li>• Percentage of students exceeding a particular number of truanancies in a given period of time</li> </ul> <p><b>Proposed target:</b> BA will have attendance rates at least 1% above the state average for attendance, with a simultaneous goal of having attendance rates at or above 94%.</p>	<ul style="list-style-type: none"> <li>• MEDMS system for reporting data</li> <li>• Targets to be set with each contract</li> <li>• School data to be compared with state average and for “comparison band” schools</li> </ul>
Recurrent Enrollment from Year to Year	<ul style="list-style-type: none"> <li>• Student re-enrollment from one year to the next</li> <li>• Continuous enrollment of students for multiple years</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of students re-enrolled from one year to the next</li> <li>• Percentage of students continuously enrolled for multiple years</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of students re-enrolled from one year to the next</li> <li>• Percentage of students continuously enrolled for multiple years</li> </ul> <p><b>Proposed target:</b> BA aims to have, at a minimum, a re-enrollment rate of 90% with 90% of students maintaining continuous enrollment for multiple years.</p>	<ul style="list-style-type: none"> <li>• Reviewed semi-annually</li> </ul>

**Performance Indicators, Measures, Metrics and Contract Evaluation Criteria  
Baxter Academy for Technology and Science (Updated 5/3/2013)**

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
Postsecondary readiness (for HS)	<ul style="list-style-type: none"> <li>Graduation rate</li> <li>Success in dual enrollment courses</li> <li>SAT or ACT scores</li> <li>Enrollment in post-secondary institutions (college, trade and apprenticeship)</li> <li>For students not enrolled in post-secondary institutions, full-time employment or military enlistment</li> </ul>	<ul style="list-style-type: none"> <li>Federal 2-year ACGR</li> <li>Maine-determined graduation rates, as determined under Title 20-A MRSA, section 5031, subsection 1</li> <li>Percentage of students completing dual enrollment courses</li> <li>Percentage of students scoring at or above the state average on SAT or ACT tests</li> <li>Percentage of graduates enrolled in a post-secondary institution (college, trade and apprenticeship) by Feb of year 1 after graduation</li> <li>Percentage of graduates not enrolled in post-secondary institutions but employed full-time or enlisted in the military by February of Year 1 after graduation.</li> </ul>	<p><b>Proposed targets (embedded):</b></p> <ul style="list-style-type: none"> <li>Federal 4-year ACGR (97% )</li> <li>Maine-determined graduation rates, as determined under Title 20-A MRSA, section 5031, subsection 1 (97%)</li> <li>Percentage of students completing dual enrollment courses TBD based on Year 1 baseline</li> <li>Percentage of students scoring at or above the state average on SAT or ACT tests (&gt;= 51%)</li> <li>Percentage of graduates enrolled in a post-secondary institution (college, trade and apprenticeship) by Feb of Year 1 after graduation (&gt;= 90%)</li> <li>Percentage of graduates not enrolled in post-secondary institutions but employed full-time or enlisted in the military by February of Year 1 after graduation (&lt;= 10%)</li> </ul>	<ul style="list-style-type: none"> <li>Annual review</li> </ul>
Financial Performance and Sustainability	<ul style="list-style-type: none"> <li>Budget versus Actual revenue and expenditures</li> <li>External audit reports</li> </ul>	<ul style="list-style-type: none"> <li>Percentage variation between budget and actual revenue and expenditures</li> <li>Balance Sheet</li> <li>Presence of management findings or deficiencies on an audit report, and success in correct findings</li> </ul>	<p><b>Proposed targets (embedded):</b></p> <ul style="list-style-type: none"> <li>Percentage variation between budget and actual revenue and expenditures (+/- 10%)</li> <li>Balance Sheet (Quarterly review)</li> <li>Presence of management findings of deficiencies on an audit report, and success in correct findings (Annual external audit report for each fiscal year)</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly financial reports available to the authorizer</li> </ul>

**Performance Indicators, Measures, Metrics and Contract Evaluation Criteria  
Baxter Academy for Technology and Science (Updated 5/3/2013)**

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
Governance Board Performance and Stewardship	<ul style="list-style-type: none"> <li>• Public Accountability: Transparent, responsive and legal compliant Board operation</li> <li>• Oversight of school leadership team</li> </ul>	<ul style="list-style-type: none"> <li>• Board operations consistent with By-laws, Charter Contract and state laws, including Freedom of Access law and law prohibiting conflicts of interest</li> </ul>	<p><b>Proposed targets (embedded):</b></p> <ul style="list-style-type: none"> <li>• Frequency of governance board meetings to be negotiated in contract (weekly, via telephone conference line or in-person; Duly-noticed meetings as needed).</li> <li>• Evidence of bylaws and policies in place and are regularly reviewed. (In application)</li> <li>• Meeting minutes made publicly available (e.g., internet) within timely fashion (Posted within 30 days of approval on <a href="http://www.baxter-academy.org">www.baxter-academy.org</a>)</li> </ul>	<ul style="list-style-type: none"> <li>• State and Federal IRS forms are regularly filed and available to the public</li> <li>• Authorizer to conduct semi-annual interviews with Governance Board Chair and Chief Executive Officer.</li> </ul>
Adequacy of Facilities in Maintenance in Support of Program	<ul style="list-style-type: none"> <li>• Actual facility cost</li> <li>• Room utilization</li> <li>• Cleanliness of facility</li> <li>• Maintenance request log</li> <li>• Capital improvement plan</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of over or under cost projection</li> <li>• Rate of room utilization</li> <li>• Daily cleaning logs</li> <li>• Maintenance requests and time completed</li> <li>• 1-3-5 year plan for capital improvements</li> </ul>	<ul style="list-style-type: none"> <li>• Targets negotiated in the contract</li> </ul> <p><b>Proposed targets (embedded):</b> Executive Director will provide an annual report to the Board of Directors related to:</p> <ul style="list-style-type: none"> <li>• Percentage of over or under cost projection on facilities (+/- 5%)</li> <li>• Rate of room utilization</li> <li>• Daily cleaning logs</li> <li>• Maintenance requests and time completed</li> <li>• Updated 1-3-5 year plan for capital improvements</li> </ul>	<ul style="list-style-type: none"> <li>• Records available on request</li> <li>• Annual review of maintenance and capital improvements</li> </ul>

**Performance Indicators, Measures, Metrics and Contract Evaluation Criteria  
Baxter Academy for Technology and Science (Updated 5/3/2013)**

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
School Social and Academic Climate	<ul style="list-style-type: none"> <li>• Instances of bullying, harassment, or other abusive practice</li> <li>• Confidential surveys of parents, staff and students regarding social and academic climate</li> <li>• Emotional/social growth of students</li> </ul>	<ul style="list-style-type: none"> <li>• Reports of actual or suspected bullying, harassment or other abusive practices</li> <li>• Percentage of surveyed parents, staff and students who express satisfaction with school's social and academic climate</li> <li>• Survey of students and staff</li> </ul>	<p><b>Proposed targets (embedded):</b></p> <ul style="list-style-type: none"> <li>• The school will maintain the same state and federal reporting requirements as for public schools. (Year 1 will serve as a baseline year for identifying the degree of behavioral challenges within the BA student population. As such, data will be collected and analyzed, at a minimum, twice each school year, to determine potential schoolwide needs for intervention and/or targeted interventions for individual or smaller groups of students. Targets will be set to continuously minimize behavioral incidents, with the ultimate goal of having virtually none.)</li> <li>• School will participate in the state student climate surveys; data compared with comparison schools (BA will conduct annual anonymous online surveys of school stakeholders, including faculty and staff, parents, and students, with a goal of 90% participation. BA will, in Year 1, develop a baseline of stakeholder satisfaction and will identify if any gaps exist between perceptions of various stakeholder groups. BA will share data with stakeholders and solicit their feedback to continuously improve in this area. Further probes (such as focus groups) will be completed as appropriate to better understand the nuances of stakeholder perceptions and to inform improvement strategies. The ultimate goal is to have 100% satisfaction with BA's academic, social, and organizational climate, with insignificant variation between stakeholder groups).</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewed annually</li> </ul>

**Performance Indicators, Measures, Metrics and Contract Evaluation Criteria  
Baxter Academy for Technology and Science (Updated 5/3/2013)**

Indicator	Measure	Metric	Target to be negotiated in contract with charter school operator	Dates and frequency for collection of evidence
Parent and Community Engagement	<ul style="list-style-type: none"> <li>• Partnerships</li> <li>• Communications systems</li> <li>• Parent participation in their children's education and in operation of the school</li> </ul>	<ul style="list-style-type: none"> <li>• Partnerships with community organizations and representatives, including local non-charter public schools</li> <li>• Regular and clear communications to and from parents and caregivers regarding operations of the school and about their children specifically</li> <li>• Participation in parent-teacher meetings</li> <li>• Parent and family participation in school-sponsored activities including volunteer and fundraising activities.</li> </ul>	<p><b>Proposed targets:</b></p> <ul style="list-style-type: none"> <li>• Targets to be established in the contract and noted in school handbooks for parents and students</li> <li>• Plan for parent conferences established, and records maintained (BA will host parent/student conferences twice/year and will document the related activities, conversations, and decisions accordingly.)</li> <li>• BA will send, at a minimum, monthly communications to parents via e-mail and/or web-posting to advise them of school happenings and important upcoming dates and decisions.</li> <li>• BA will document parent/guardian participation in volunteer groups and activities to gather baseline information for year 1 and set goals for improvement moving forward. BA recognizes that parents bring a variety of capacities to the table. Our goal is to have 100% parental involvement in one fashion or another. We will document the ways in which parents participate as well as the amount of time they contribute.</li> <li>• BA will also document our growing portfolio of corporate and community partners, aiming for added breadth (growing pool of partners) and depth (deeper engagement with partners).</li> </ul>	<ul style="list-style-type: none"> <li>• The Authorizer will meet annually with a representative group of parents to review their sense of school compliance with target practices</li> <li>• School will present evidence of parental feedback and their subsequent actions.</li> </ul>

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

<b>Contract Dimension</b>	<b>Task Element</b>	<b>Responsible Party</b>	<b>Required Completion Date</b>	<b>Date Complete</b>
<b>Governance</b>	Board Recruitment	Founders	In application	4/1/13
	Articles of Incorporation and Nonprofit filings	Founders and Governing Board	In application	
	By-laws	Founders and Governing Board	Revised	5/3/13
	Organizational Chart	Founders and Governing Board	In application	5/3/13
	Organizational Policies and Procedures	Founders and Governing Board	In application	4-12/13
	Staff Handbook	Governing Board Executive Director	In application	9/28/12
<b>Enrollment</b>	Enrollment Policy and Enrollment Plan	Governing Board	In application	4/12/13
	Required min/max enrollments	Governing Board	On contract date	5/3/13
	Application process for admission	Governing Board/ Executive Director	In application	9/28/12

<b>Enrollment (Continued)</b>	Assessment of student interest	Executive Director /Director of Admissions	Ongoing	
	Admissions and Lottery procedures	Executive Director /Director of Admissions	In application	9/13/12
	Admissions Notification and/or Lottery Deadline	Executive Director / Director of Admissions	Prior to April 1 <sup>st</sup> of school year	4/30/13
	Admissions Acceptance Decisions	Executive Director / Director of Admissions	Prior to April 1 <sup>st</sup> of the school year	4/30/13
	File Pre-enrollment Report to SAU's	Executive Director	April 1 of the school year	4/30/13
<b>Staff Recruitment and Hiring</b>	Recruitment Procedures for Principal and Key Admin. (Chief Finance Officer, Special Services Director, others)	Governing Board / Executive Director	In application p.234-244	9/23/12
	Hiring of Principal and Key Admin. (CFO, S.S. Director, others)	Governing Board/ Executive Director	90 days prior to school opening contract date	

<b>Staff Recruitment and Hiring (Continued)</b>	Professional Instructional Staff (FT and PT Regular Teachers, Special Ed., ELL Teachers); background checks completed	Executive Director / Head of School	30 days prior to start of school year	
	Paraprofessionals	Executive Director / Head of School	20 days prior to start of school year	
	Clerical Staff	Executive Director / Head of School	20 days prior to start of school year	
	Substitute Teachers	Executive Director / Head of School	At start of school year	
	Initial Professional Development and Staff Orientation	Executive Director / Head of School	5 days prior to start of school year	
<b>Facilities and Safety</b>	Signed lease for all space as listed in application	Governing Board/ Executive Director	In application	3/9/13
	All required renovations to meet approved school inspections	Governing Board / Executive Director	30 days prior to start of school year	
	Certificate of Occupancy	Executive Director / Head of School	30 days prior to start of school year	

<b>Facilities and Safety (Continued)</b>	Fire and Asbestos Inspections, Lead-paint Assessment	Executive Director / Head of School	30 days prior to start of school year	
	Insurance Policies in place	Executive Director / Head of School	10 days after contract date	
	Utilities (water and air quality, plumbing, electricity)	Executive Director / Head of School	30 days prior to start of school year	
	Capital Equipment and Installation	Executive Director / Head of School	30 days prior to start of school year	
	Office and Classroom Equipment and Installations	Executive Director / Head of School	20 days prior to start of school year	
	Emergency Contact Sheet and Safety Plan	Executive Director / Head of School	15 days prior to start of school year	
<b>Student Learning</b>	School Calendar and Student Schedule	Executive Director / Head of School	In application p.211-212	9/23/12
	Code of Conduct	Executive Director / Head of School	In application p. 259-261/38-42	9/23/12
	Special Services and Special Education Policy	Executive Director / Head of School /Special Services Coordinator	90 days prior to start of school year	

<b>Student Learning (Continued)</b>	Approved Special Education Plan	Executive Director / Head of School / Special Services Coordinator	30 days prior to start of school year	
	Curriculum Accommodation Plan	Executive Director / Head of School	30 days prior to start of school year	
	Title I, Special Education and ELL approved plans	Executive Director / Head of School / Special Services Coordinator	30 days prior to start of school year	
<b>Finance and Financial Services</b>	Operating Budget - final pre-opening revisions	Governing Board / Executive Director	45 days prior to school opening	
	Cash-flow Projections	Executive Director / CFO	On contract	
	Fiscal Policies and Procedures Manual	Executive Director / CFO	In application	9/23/12
	Financial accounting system compatible with MEDMS	Governing Board / Executive Director	90 days prior to school opening	
	Grants / Entitlements (State and Federal)	Executive Director / CFO / Director of Dev.	Ongoing	

<b>Finance and Financial Services (Continued)</b>	Other Grants	Executive Director /CFO /Director of Dev.	Ongoing	
	Misc. Funds / Fund-raising Plan	Executive Director /CFO /Director of Dev.	Ongoing	
	Audit Timeline	Governing Board / Executive Director	On signing of contract/Exhibit E	
<b>Technology</b>	Hardware installed and set-up	Director of IT	30 days before opening of school	
	Software installed and set-up	Director of IT	20 days before opening of school	
	Student/Staff IT Policy and Procedures in place	Executive Director /Director of IT	On signing contract See C-1, appended	
<b>Curriculum and Instruction</b>	Curriculum Plan	Executive Director / Head of School	In application	9/28/12
	Instructional Materials purchasing plan	Executive Director / Head of School	In application See C-2, appended	9/28/12
	Classroom assignments and set-up	Executive Director / Head of School	15 days before opening of school	
<b>Student Services, Records and Reporting System</b>	Attendance, Student Retention Records System	Executive Director / Head of School	90 days before opening of school	6/1/13

<b>Student Services, Records and Reporting System (Continued)</b>	Academic Performance Information	Executive Director / Head of School	30 days prior to school opening	
	Student information system compatible with MEDMS	Executive Director / Head of School	30 days prior to school opening  See C-3, appended	
	Student academic assessment and reporting plan compatible with MEDMS	Executive Director / Head of School	30 days prior to school opening	
	Transportation Plan and Contract	Executive Director / Head of School	30 days prior to school opening	
	Nutrition/Food Service Plan and Contract	Executive Director / Head of School	30 days prior to school opening	
	Health and Wellness Plan	Executive Director / Head of School	In application p.193	9/23/12

<b>Staff Information and Records System</b>	Employment Policies, including performance evaluation criteria and procedures for professional and support staff, compatible with MEDMS	Governing Board / Executive Director	In application	6/1/13
	Professional Development Plan	Head of School	In application	9/28/12



May 2, 2013

**Baxter Academy**  
for Technology and Science

## **C-1: Student/Staff Information Technology Policies**

### **Purpose**

Baxter Academy provides access to its computers and the internet as educational and instructional resources. The purpose and uses for these particular resources are not different from any other type of resource, and as such, the school retains control over the manner in which these resources are used. The purpose of this contract is to assure that users recognize the limitations that the school imposes on their use of technological resources and to establish an Acceptable Use Policy for the users. In addition, this contract requires that anyone using these resources agrees to abide by local, state, national, and international regulations regarding these resources.

### **Contract**

***(Below is the student version, with staff-related modifications in italics and parentheses)***

In signing this contract, I recognize that use of the computers and access to the internet at Baxter Academy is a privilege that can be immediately and permanently revoked. I understand that the constraints listed below constitute guidelines, and it would not be in the spirit of the agreement to test the limits of these guidelines. I will, therefore, maintain a sincere and *bona fide* effort to stay well within their boundaries.

I agree to use the resources available through the Internet to supplement curriculum materials available to me through my classroom, the library, or through any other resource provided by the school.

I agree to not make use of materials or attempt to locate material that would not be acceptable or appropriate in a school setting.

I agree to use only my own password to access these resources. I will make every effort to keep my password secure and I will not knowingly allow anyone else to use my password.

I agree not to attempt to discover passwords or other measures the school uses to control and monitor access to these resources. Should I inadvertently or otherwise do so, I agree to report this to a member of the faculty *(to a member of the administration)*.

I agree not to change or attempt to change the configuration of the software that controls access to the Internet.

I agree not to alter any settings in the computer in a way that could cause offense or inconvenience in any way.

I agree to respect all work done by others, and I will not alter or abuse others' work in any way.

I agree to make available for inspection by any administrator or teacher any messages sent or

received by me using Baxter Academy's Internet connection. (*...by any administrator*)

I agree not to participate in any "chat groups" or other real-time communications via the Internet.

I agree to the rules of copyright, I will copy or transfer copyrighted material only after such copying or transferring is properly authorized, and I will properly cite any work that is not my own.

I agree not to use this resource for any illegal activity. This includes but is not limited to: tampering with computer hardware or software, unauthorized entry into computers, or vandalism to or destruction of computer files.

I agree not to use this resource for any commercial activity.

I agree not to introduce or knowingly allow the introduction of any computer virus to any Baxter Academy computer. If I do so, I will immediately notify a member of the faculty.

I agree not to download or install material except under the direct supervision of a member of the faculty (*I agree to only download or install material that is consistent with school policy and related to the instructional or organizational mission of Baxter Academy*).

I agree not to assume a fictitious identity in any activities associated with these resources.

I agree not to send personal information (such as pictures, addresses, or phone numbers) about myself or anyone else out into the Internet, unless specifically approved by a member of the faculty (*does not apply for faculty/staff*).

I understand that information and/or advice obtained via the Internet may not be correct or accurate.

I agree to use only Baxter Academy's e-mail system for all my e-mail communication from Baxter Academy.

I agree not to participate in any e-mail chain letters.

I agree to use appropriate language in all communications. I will not use profanity, obscenities, or any vulgar, offensive, or inflammatory speech, nor will I use these resources for the purpose of harassment or humiliation.

I agree not to make personal attacks on anyone using these resources and I will report any personal attacks made by others to a member of the faculty (*does not apply for faculty/staff*).

I agree to respect the privacy of others, and I will not re-post communications unless I obtain prior consent from the original author.

I understand that, should I fail to honor all the terms of this document, the school administration will be informed, and that they may take actions that they deem appropriate.

I have read the above document, I understand its terms, and I agree to abide by them to the best of my ability.

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Signature of student / date

I have read the above contract and have discussed it with my child. We understand its terms and the penalties for failure to abide by them.

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Signature of Parent or Guardian / date

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*Signature of Faculty or Staff / date*



May 2, 2013

**Baxter Academy** C-2: Purchasing of Instructional Materials  
for Technology and Science

All instructional materials shall:

- Support and be consistent with Baxter Academy's mission, vision, and goals.
- Support enactment of the curriculum, including opportunities for intervention and extension of learning as appropriate.
- Meet high standards of quality in factual content and presentation.
- Be appropriate for the subject area and for the age, emotional development, and social development of the students for whom the materials are selected.
- Have aesthetic, literary, or social value.
- Be written/produced by competent and qualified authors and producers.
- Be chosen that avoid bias and adhere to standards of sensitivity towards student cultural, ethnic, racial and religious background and gender.
- Be suitable for their intended use.
- Be purchased and used in compliance with current copyright laws.

The Head of School will oversee the process of vetting, selecting, and proposing the purchase of instructional materials in conjunction with faculty members and in alignment with allocated financial resources. The Executive Director will approve requests to purchase instructional materials and will oversee the administration of purchase orders.



May 2, 2013

**Baxter Academy**  
for Technology and Science

### **C-3: Student Information System**

#### **Status update**

Our school leadership team, comprised of Carl Stasio, Executive Director; Michele LaForge, Head of School; and Adam Burke, Interim Chief Operating Officer, is currently investigating student information system offerings that will serve to meet the various information needs of Baxter Academy while providing adequate compatibility with MEDMS so that data sharing is possible.

The desired student information system will have functionality related to the following:

- Admissions and enrollment process
- School scheduling
- Sharing student progress with various stakeholders (e.g., accountability reporting, parent feedback)
- Maintaining attendance records by student and by school
- Recording communications with students and families
- Maintaining discipline records and incident reports
- Providing statistical reports
- Special Education / Individual Education Plan (IEP) services
- Accounting and budgeting services
- Student health records

Current frontrunners are **PowerSchool** and **Infinite Campus**, though open-source options will also be explored. The team expects a decision will be made by the end of June, 2013.

**CLOSURE PLAN**  
**Exhibit D**

*1. Documentation of Closure Action:*

Should Baxter Academy for Technology and Science (the “School”) be closed for any reason by the School’s governing board (the “Board”), the School shall send notice of such action to the Maine Charter School Commission (“MCSC”) and the Maine Department of Education (“DOE”) within 5 calendar days of any official closure action taken by the Board. Should the MCSC initiate the closure action, timely notice will be sent to the Board and the DOE. Within 5 calendar days of the official closure action taken by the Board or within 5 calendar days of receipt of notice from the MCSC, the School must send a notice of closure to:

- Parents or guardians of students;
- The school administrative units of residence of the students in attendance at the School;
- Collaborative partners in the local community; and
- The DOE.

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

- The effective date of the closure;
- The name of and contact information for the individual responsible for handling inquiries regarding the closure (the “transition coordinator”);
- The process for transferring student records to the students’ districts of residence; and
- How parents or guardians may obtain copies of student records, including specific information on completed courses and standards met toward graduation requirements.

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

- Information on how to transfer the student to his or her school administrative unit of residence or to another traditional public school, charter school or private school; and
- Information on how to obtain certified student information that may include grade reports, discipline records, immunization records, and any other appropriate information.

If a closure should occur it will happen at the end of an academic year as long as it is feasible to maintain a legally compliant program until then.

### *2. School and Student Records Transfer:*

The transition coordinator is responsible for ensuring that the students' educational records are transferred to each student's district of residence no later than 10 days following the closure, to the extent required or permitted by law.

If a parent or legal guardian notifies the transition coordinator in writing that the student will be attending school at a public or private school other than in the student's district of residence, the transition coordinator is responsible for ensuring that the student's education records are transferred to that public or private school no later than 10 days following the closure.

The transition coordinator is responsible for providing of a list of students in each grade level and the courses and/or the standards they have successfully completed to the DOE no later than 30 days after the closure.

### *3. Financial Close-out:*

Within 60 days after receiving notification of closure, the DOE will notify the School of any liabilities the school owes the State. These may include overpayment of apportionments, unpaid revolving fund loans or grants, or other liabilities.

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

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

This final audit report must be submitted to the MCSC in the form required.

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

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

Any public funds (i.e. funds paid to the school by school administrative units pursuant to Section 4.2.1 or any funds paid by the State of Maine) remaining after satisfaction of outstanding obligations to employees and creditors must be paid to the Treasurer of the State of Maine for a public purpose to the extent required by 20-A M.R.S. § 2411(8) or its successor.

Any remaining private funds and other assets of the Charter School shall be disposed of consistent with Maine nonprofit organization law provided that the School must maintain records demonstrating that any private funds are not public funds.

**Maine Charter School Commission**  
**Monitoring Plan**  
**Exhibit E**

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

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

**2. Academic Proficiency, including Readiness for Postsecondary Enrollment:**

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

**Target date: January 15.**

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

**Target date: June 30.**

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

**Target date: September 1.**

- d. In Years Two through Five, at mid-year and end-of-year, the Commission will be provided copies of reports used by the School to track student academic growth. At least once a year, the School will meet with the Commission’s Executive Director to review these data reports and the annual plan to monitor and reach the academic targets for years 3, 4 and 5. (Refer to Performance Indicators for more specific areas)

**Target dates: January 15 and June 30.**

**3. Special Education Compliance Review**

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

**Target date: June 30.**

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

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

**Target date: June 30.**

#### **4. Student Attendance and Enrollment**

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

**Target dates: October 1, February 15 and June 30.**

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

**Target date: June 30.**

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

- a. The Commission will receive copies of the academic disciplinary reports required under federal and state statutes on the required filing dates.

- b. Copies of any expulsion records will be provided to the Commission **within ten business days** of any action taken by the governing board.

#### **6. Parent and Community Engagement**

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

**Target date: December 1.**

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

**Target date: September 1.**

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

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

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

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

**Target date: June 30.**

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

**Target date: June 30.**

## 8. Financial Reports

- a. The School will insure that monthly and quarterly financial reports are created and distributed to the governing board. The School will provide **quarterly reports** to the Commission with the evidence that the Governing Board has reviewed them in compliance with standard auditing practices. **Target dates: October 15, January 15, April 15 and July 15.**
- b. Quarterly financial statements will include revenues and expenses in accordance with state accounting reporting system.
- c. The School will complete an annual audit in accordance with standard auditing practices for public schools and file a copy of that report with the Commission. **Target date: October 31.**
- d. The school will provide a revised annual financial plan, based on known and projected enrollments, including anticipated grant, foundation and fundraising revenues. **Target date: September 1.**

## 9. Governance Reports

- a. Once a year the chair of the governing board and the chief school executive will have an on-site visit and meeting with the Commission to discuss the role of the board in exercise of its oversight responsibilities to the school and its students and families. **Target date: During the last quarter of the school year, while school is in session.**

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

- a. If at any time the Commission determines, as the result of receiving a complaint or on its own review of the information obtained through the monitoring process, that it has significant concerns regarding the School's failure to comply with the terms of the Charter or governing law, or failure to meet any projected targets in one or more of the performance areas required by the Charter, the Commission will deliver a notice to the governing board of the School. Such notice shall identify the specific concerns, stating that the concerns represent potential violations of law or the Charter that could lead to sanctions by the Commission up to and including revocation of the Charter. The Commission shall require a written response, including a plan for timely remediation within **thirty calendar days** of receipt of the notice by the School.
- b. No later than **ten business days** after receipt of the School's written response, the Commission will schedule an interview and public hearing to discuss the concerns identified by the Commission and the response as filed by the School.

- c. For no less than **five business days** after the interview and hearing, the Commission will receive any further written comments from the School and/or the public.
- d. After the additional response/comment period described above, the Commission will have **thirty business days** to issue a letter of findings including either 1) conditions for the continued operation of the School including timelines for required remediation, or 2) the time and date under which the school is ordered to begin implementation of the Closure Plan. Subsequent failure on the part of the School to comply with the conditions and timelines for continued operation without seeking additional assistance or relief from the Commission will result in notice of the time and date under which the School is ordered to begin implementation of the Closure Plan.

### **11. Emergency Closure**

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

11-28-12  
RD/SR/BK