

**CONTRACT FOR EDUCATION OF SECONDARY PUPILS
OF THE TOWN OF DAYTON AT THORNTON ACADEMY**

This contract is made this 15th day of August, 2005, by and between the Trustees of Thornton Academy, a corporation established by Act of the General Court of the Commonwealth of Massachusetts, February 16, 1811, as amended by the Legislature of the State of Maine by Chapter 99 of the Special Laws of 1820-1828 and by Chapter 500 of the Acts and Resolutions of the State of Maine for the year 1885 (hereinafter "The Academy"), and the Dayton School Committee (hereinafter "The Committee") of the Town of Dayton (hereinafter "Dayton"), pursuant to 20-A M.R.S.A. §§ 2701 to 2703.

1. Educational Services. The Academy agrees to provide secondary education (meaning grades 9 through 12 inclusive) for all secondary students who qualify as legal residents of Dayton under Maine law for a five year period beginning July 1, 2005 and ending June 30, 2010. Such education shall include the courses and programs normally included within the curriculum of the Academy as determined by the Trustees of the Academy, and shall also comply with all applicable provisions of Maine law (including 20-A M.R.S.A. §§ 6202, 6202-A(14) and 6209) and regulations, as amended from time to time.
2. Resident Students. The Committee shall make all determinations with respect to the status of any student as a bona fide resident of Dayton, and shall not be financially responsible for any student unless the Committee has certified his or her residency in Dayton. If there is a dispute over the residency or guardianship status of any student, the decision of the Committee thereon shall be final.
3. Accreditation. The Academy agrees that it will maintain an approved school under the provisions of 20-A M.R.S.A. §§ 2901(1) and (2)(A) and 2951, and will maintain its accreditation

by the New England Association of Schools and Colleges, Inc. (NEASC). The Academy shall also meet all applicable legal standards for the operation of a private school under Maine law.

4. Status as Private School. The parties understand that the Academy will remain a private school. It shall maintain the right to determine its curriculum, its educational and department standards, its student body, faculty, staff and operations, provided, however, that all such actions shall be in conformity with the provisions of this contract and applicable Maine law.

5. Tuition.

(a) During the period July 1, 2005 through June 30, 2010, Dayton shall pay to the Academy the following base amount each school year, representing the tuition and insured value factor for the regular education program for the base number of students shown in Clause 5(b):

2005-06	\$ 801,921
2006-07	\$1,056,379
2007-08	\$1,139,040
2008-09	\$1,313,238
2009-10	\$1,351,202

(b) In addition to the amounts shown in Clause 5(a), if the number of students enrolled in the Academy on October 1 in any contract year is more than four (4) students higher than the base number of students shown below for that year, Dayton agrees to pay Thornton the tuition rate shown below for each student above the base number of students plus four.

Contract Year	Base Number	Tuition Rate
2005-06	113	\$7,868.51
2006-07	123	\$8,222.60
2007-08	130	\$8,592.62
2008-09	144	\$8,979.28
2009-10	144	\$9,383.34

- (c) If the number of students enrolled in the Academy on October 1 in any contract year is more than four (4) students lower than the base number of students shown in Clause 5(b) for that year, Thornton agrees to reduce Dayton's tuition for that year by an amount equal to the tuition rate shown in Clause 5(b) for each student below the base number of students minus four.
- (d) Dayton agrees to pay Thornton in two installments. By September 15 it will pay one-half of the base amount shown in clause 5(a) for the contract year. By January 15 it will pay the second half of the base amount plus or minus any adjustments for the number of students as calculated by Clauses 5(b) and 5(c).

6. Special Needs Students.

- (a) The Academy shall provide all special education services to Dayton students required by the IEP prepared by each student's Pupil Evaluation Team (PET). Except for short term programming changes of not more than 10 school days, decisions about whether the Academy has an appropriate program or placement for a student shall be made by the student's PET. In making that decision, the PET shall draw on information provided by Academy personnel knowledgeable

about the child and the Academy's programs, and shall consider that information carefully and in good faith. In no event shall the Academy refuse to provide needed special education services as provided in the IEP, except for student removals of not more than 10 school days or when the PET has concluded that the Academy cannot provide an appropriate program or placement, as described in this paragraph.

- (b) The cost of the special education services provided by the Academy to Dayton students pursuant to this agreement is not included in the tuition payments set forth in Section 5 above. Accordingly, by March 1st annually a budget for all separate courses, programs and any direct services for students with special needs will be developed by the Academy's Headmaster and the Committee's Superintendent of Schools. Said budget will be submitted to the Committee and Dayton for approval as part of the Committee's overall budget, and the Committee will pay for all separate courses, programs and any direct services provided to Dayton special education students pursuant to said budget as approved. The Committee agrees that Dayton is legally required to pay for all special education services ordered by the Dayton PET for Dayton students, in accordance with applicable state special education regulations. In the event that any of the special education services ordered by the Dayton PET require alterations or additions to the Academy's physical plant or facilities which have a material financial impact upon the Academy, the parties will meet and attempt to agree upon a fair and just allocation of costs as between Dayton and the Academy. In the event that the parties cannot so agree, either party may submit

the dispute to arbitration pursuant to Paragraph 18. The Superintendent and the Headmaster will cooperate to insure that to the maximum extent feasible one-on-one educational technicians paid for by Dayton to work with Dayton students will work exclusively with those students.

- (c) The School Committee's Director and/or Assistant Director of Special Services shall be the Committee's representative for special education programming, supervision of the PET process, and supervision of the student evaluation process for Dayton students at the Academy. Academy personnel, upon request, will provide the Committee's Director and/or Assistant Director of Special Services with the classroom observation and academic testing components of the student evaluation process. Academy personnel will work cooperatively with the Committee's Director and/or Assistant Director of Special Services and other staff and, upon request, will provide the Director and/or Assistant Director of Special Services with all information regarding classroom observations, student performance, academic achievement testing, and the functional behavior assessment components of the student evaluation process. Additionally, Committee staff will be included in Academy professional development and staff meetings to maximize collaboration between the parties.
- (d) The School Committee's Director and/or Assistant Director of Special Services may provide input to the Academy's special education coordinator (or other administrative designee) on the proper implementation of Dayton student IEPs, or perceived deficiencies in IEP implementation. The Academy shall consider that input seriously and in good faith.

- (e) The Academy shall require its special education teachers and coordinator, in addition to all other special education staff, to maintain full state certification required for their job functions.
- (f) The Academy shall comply with all of the state and federal special education legal requirements for Committee students enrolled at the Academy that would apply to Committee students when attending Dayton schools. The Committee agrees that Dayton has the responsibilities set forth in applicable state special education regulations for educating Dayton students with disabilities attending the Academy pursuant to this contract. In the event that a program or placement does not currently exist at the Academy to meet the needs of a disabled Committee student, as determined by the PET, the Academy and the Committee shall work cooperatively to develop such a program or placement, if it is feasible to do so, pursuant to the provisions of Sections 6(a) and 6(b) above. The Academy agrees to be bound by decisions of due process hearing officers and complaint investigators on issues of programming and placement at the Academy, including on disputes regarding whether the Academy has or could have an appropriate program or placement.

7. Rules and Discipline. The parties understand that the Academy is an independent, private school and that the Academy has the sole right to promulgate, administer and enforce all rules and regulations pertaining to student behavior, discipline, and use of the buildings and grounds of the Academy, subject to this contract and all applicable Maine and Federal laws, rules and regulations. The Committee grants to the Trustees of the Academy any authority it may have for expulsion under the provisions of 20-A M.R.S.A. § 1001(9). The Trustees may choose

to delegate that authority to a subcommittee of the Trustees or to the Headmaster. In the event that the Headmaster chooses to expel a student after giving the student and his or her family an opportunity to respond to the charges, the student and his or her family may appeal that decision to a hearing before a subcommittee of the Trustees. Students subject to an expulsion appeal hearing before a subcommittee of the Trustees shall have the right to have counsel at the hearing, to present evidence on their behalf, and to cross examine witnesses for the Academy. The Academy also agrees that when Academy administrators exercise their authority to suspend Dayton students for violations of school rules, they shall provide those students with an opportunity to give an account of the incident subject to the discipline, and shall give due consideration to the accounts so provided.

8. Transportation. Throughout the term of this agreement Dayton shall provide all transportation for Dayton students to and from the Academy. Transportation costs for sports and other extra-curricular activities shall be paid by the Academy.

9. Cooperation. The Academy will cooperate with and will coordinate its schedules, programs, curriculum, and assessment practices with those of Dayton, insofar as it is practical. Because the Academy and Dayton share a common aim to provide Dayton's students as fine a secondary education as is reasonably possible, each party will work to establish and utilize effective means of communication, cooperation, and problem resolution. The parties also recognize that the education of students is a continuous process, with the achievements of every year, from K to 12, affecting results in all future years. Therefore, the Academy and Dayton will cooperate to monitor achievement at all levels, including the primary and middle school grades, as well as grades 9 through 12. They will also continue to develop procedures and practices which are intended to foster cooperation, understanding, and academic success for all students.

10. Governance. The Headmaster of the Academy and the Superintendent of Schools will meet as needed to discuss issues of mutual concern. In addition, the Superintendent shall be a member of the Trustees' Academic Committee.

11. Annual Report. The Academy shall provide an annual report in person to the Dayton School Committee at a regularly scheduled Committee meeting in April or May which consists of:

- 1) College acceptances;
- 2) Course enrollments;
- 3) SAT results;
- 4) Dropout rates;
- 5) New initiatives and/or courses planned or implemented;
- 6) MEA results;
- 7) Local assessment practices;
- 8) Voluntary student withdrawals;
- 9) Professional staff data; and
- 10) Other topics of mutual interest.

12. Annual Presentation. The Superintendent of Dayton shall be invited in April or May to make a presentation to the Academic Committee of the Board of Trustees about matters in the K-8 system that the Board believes would be of mutual benefit to share, such as achievement test results, MEA scores and results, accreditation reports, and new initiatives.

13. Information Sharing. It is agreed that the Dayton Superintendent of Schools and the Headmaster may request from one another any of the information listed in Sections 11 and 12 at any time during the school year and that these requests will be fulfilled in a timely manner. It is

understood that sometimes, to help with academic and staffing plans, the information shared must contain confidential information about individual students. In those cases, the Superintendent and the Headmaster agree to follow FERPA and other Maine laws that forbid the dissemination of this information to the general public, such as to the school committee or board of trustee members.

14. Ad Hoc Committees. It is agreed that the Headmaster and the Dayton Superintendent of Schools may mutually decide on the need for ad hoc committees to address academic issues or to coordinate and resolve problems. These committees, depending upon the issues or problems being addressed, may involve school committee members, trustees, administrators, teachers, other school staff, parents, community members, or students. If these issues or problems reach across all the Academy's sending communities, representatives from all sending communities may be added.

15. Compliance with Federal and State Requirements. The Academy shall comply with all applicable federal and state statutes and regulations, and agrees to indemnify and hold the Committee harmless from and against any and all claims, investigations, demands or judgments against the Committee regarding such compliance by the Academy. The Committee shall comply with all applicable federal and state statutes and regulations, and agrees to indemnify and hold the Academy harmless from and against any and all claims, investigations, demands or judgments against the Academy regarding such compliance by the Committee.

16. Term. This Agreement shall be for a term of five (5) years, commencing on July 1, 2005 and ending on June 30, 2010. The parties agree that, not later than one (1) year prior to the expiration of this Agreement, the governing body of each party shall vote whether or not it wishes to enter into a successor agreement with the other party. In the event of an affirmative

vote by each governing body, the Board shall seek Dayton City Council approval to enter into negotiations, and once that approval to negotiate is given, a successor contract shall be negotiated.

17. Termination of Agreement. Either party may terminate this contract for cause if the other party materially breaches the contract. If either party asserts there is a material breach, they must provide the other party with 6 months notice of their intent to terminate the contract for cause, and permit that party to have an opportunity to cure the alleged breach. Additionally, in the event that the State's method for computing educational costs, state legal tuition or insured value factor changes in such a way as to materially impact either party to this contract, or in the event of any statewide or city tax cap, referendum, statute or regulation materially affecting school funding or subsidy, this contract is subject to renegotiation at the option of the affected party. If negotiations cannot be satisfactorily completed within ninety (90) days, or such longer period of time to which the parties mutually agree, from the date that either party notifies the other of its desire to renegotiate this contract, this contract shall be submitted to non-binding arbitration with the arbitrator selected pursuant to the provisions of paragraph 18. If no resolution is reached at the conclusion of non-binding arbitration, the contract shall be terminated in its entirety.

18. Arbitration. Any dispute between the parties arising under or relating to this contract shall be resolved by an arbitration, to be conducted by a single arbitrator selected in accordance with the rules then in effect of the American Arbitration Association or, upon the mutual agreement of the Trustees and the Committee, by a single arbitrator jointly selected by them. The arbitrator so selected shall promptly conduct an arbitration and render a written decision

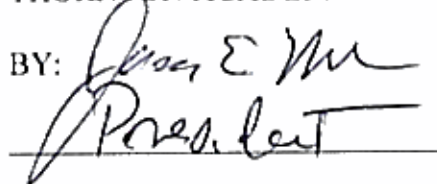
resolving the dispute, which shall be binding upon the parties. The costs for the services of the arbitrator, including per diem expenses, necessary travel and subsistence expenses, and the cost of a hearing and transcript, if any, shall be shared equally by the Trustees and the Committee. All other costs will be paid by the party incurring such costs.

19. Savings Clause. If any provision hereof is unenforceable or declared invalid, in whole or in part, under the laws of the State of Maine, the remainder of this Agreement and the application of such provisions or part thereof shall not be affected thereby. Modifications, amendment or waiver of any of the provisions herein, to be effective, must be agreed upon in writing by both parties.

20. Maine Law. This Agreement shall be governed by the laws of the State of Maine.

THORNTON ACADEMY

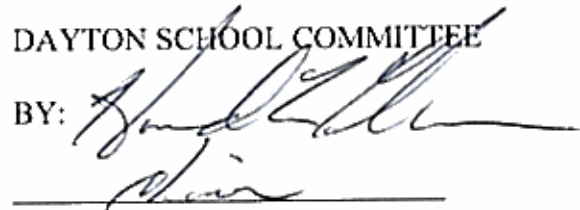
BY:



President

DAYTON SCHOOL COMMITTEE

BY:



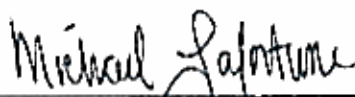
Chair

SIDE LETTER

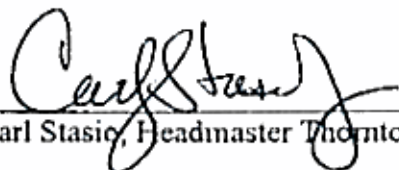
Tuition Payments - Dayton/Thornton Contract

Notwithstanding the language in Article 5(d) regarding tuition payment, the parties agree that Dayton will pay Thornton in two installments regarding the first payment of September 15th.

The amount due on September 15th will be equally divided into two payments due September 15th and October 15th.



Michael LaFortune, Superintendent Union #7



Carl Stasio, Headmaster Thornton Academy