

CONTRACT FOR EDUCATION OF SECONDARY PUPILS
BETWEEN THORNTON ACADEMY AND THE SACO SCHOOL DEPARTMENT

This contract (as amended and modified from time to time, this “Agreement”) is made this 15 day of June 2026 by and between Thornton Academy, a Maine nonprofit corporation (hereinafter, the “Academy”), and the Saco School Department, a Municipal School Unit as authorized by 20-A M.R.S. §§ 2301 *et seq.* under Maine law (hereinafter, the “Department”), which agree as follows:

INTRODUCTION

The parties intend herein to create a binding agreement from the moment of execution of this Agreement. The Department has paid the Academy a sum of \$1.00 as consideration for this Agreement.

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 the City of Saco under Maine law for the five-year period beginning July 1, 2026, and ending June 30, 2031. The Department agrees to send all such secondary students who qualify as legal residents of the City of Saco under Maine law for the five-year period beginning July 1, 2026 and ending June 30, 2031; with the exception of any such student whose Individual Education Program (hereinafter, “IEP”) team or team responsible for administering plans under Section 504 of the Rehabilitation Act of 1973 determines should attend a different school. Such education shall include the courses and programs included within the curriculum of the Academy and shall comply with all applicable provisions of Maine law and regulations, as amended from time to time. In addition, the Academy shall provide students with access to career and technical education programs, community college courses, and workforce opportunities and promote such opportunities for Saco students, including a page in the Program of Studies for CTE pathways, with CTE presented as an equal post-secondary track.

2. **Resident and Non-Resident Students.** The Department shall make all determinations with respect to the status of any student as to residency, and the Department shall not be financially responsible for any student unless it has certified to the Academy that student’s

residency in Saco. The number of Saco resident students for whom tuition shall be charged as set forth in Section 5 below shall be based on the average of the current year October and April state reporting student counts. All requests for "superintendents' agreements" for non-resident students will be solely determined by the Department's Superintendent of Schools processed promptly in the best interests of the students, in good faith and otherwise in accordance with 20-A M.R.S. § 5205. The decision to accept and enroll a non-resident student for which a "superintendents' agreement" is given will be determined by the Thornton Academy Headmaster. In the rare event that a student requests a superintendents' agreement from Thornton Academy to attend another school, the decision will be made jointly by the Headmaster and Superintendent in the best interest of the student, and the two shall meet to gather all relevant information, consult appropriate staff, and make a good-faith joint determination regarding the request. In the event of a disagreement between the Headmaster and the Superintendent, the Academy and the Department shall each respectively nominate two (2) representatives who shall serve as an appellate body to review the request for a superintendent's agreement (the "Superintendent's Agreement Review Committee"). A majority vote of the Superintendent's Agreement Review Committee shall control the decision, and if the Committee is split and there is no majority vote to approve or deny the request, the student shall remain at the Academy.

3. Accreditation. The Academy shall maintain itself as an approved school under the provisions of 20-A M.R.S. §§ 2901(l) and (2)(A) and 2951, and shall maintain its accreditation by the New England Association of Schools and Colleges, Inc. The Academy shall also meet all applicable legal standards for the operation of a private school approved for tuition purposes under Maine law. In addition, the Academy shall provide 175 days of instruction per year, and the Academy's Headmaster and the Department's Superintendent will discuss potential cancellations and the parties' respective school calendars to align them each school year insofar as practical under Section 13, below.

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

5. Tuition. The Department shall pay tuition to the Academy for each Saco student (including CTE students) for each school year equal to the per student maximum allowable tuition (hereinafter, "MAT") established for such year with an insured value factor (hereinafter "IVF") calculated under 20-A M.R.S. Section 5806(2) . If, for any school year, the payment of IVF is eliminated or reduced below 10% by the Maine Legislature, the Department shall pay additional tuition for such year in an amount that will restore the IVF funding lost by the Academy to the level of 10% of the Academy's tuition rate per student. In addition, in the event that MAT for any school year does not increase to at least 103% of MAT for the immediately preceding year, the Department shall pay an additional excess charge under, and subject to the limitations of, M.R.S.A Section 5806(3) equal to the difference that would be payable under clause (i) above if the MAT for such year had increased to 103% of MAT for the immediately preceding year and (ii) the amount payable for such year under clause (i) above. Saco students will be permitted to seek permission before the Board's Academic Committee and from the Headmaster to graduate before the twelfth (12th) grade at the Academy's sole discretion.

6. Students with Special Needs.

(a) The Academy shall provide all special education services to Saco students as required by the IEP prepared by each student's team for administering such student's IEP (hereinafter, the "IEP Team") to the extent that the Academy has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Except for short term programming changes of 10 school days or less, decisions about whether the Academy can implement the terms of the IEP and whether the Academy has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by the Academy after a careful review of the IEP for the student, and in consultation with the Department's Special Education Director and, if the Academy determines that it can serve the student's needs, the student's IEP Team.

(b) The cost of the special education services provided by the Academy to Saco 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 courses, programs, and any direct services for students with special needs will be developed by the Academy's Headmaster and Saco's Superintendent of Schools. The Department shall pay for all courses, programs, and direct

services provided to Saco special education students as reflected in Saco's proportional share of the direct costs and costs of the Academy's staff, who are assigned to provide special education services to Saco students, based upon the number of students served. The Department agrees that it is legally required to pay for all special education services ordered by the IEP Team for Saco students and provided by the Academy, in accordance with applicable state special education regulations, currently found at Maine Unified Special Education Regulations, ch. 101, § XVIII.3 (F).

(c) The Department's Director of Special Services, or designee, shall be the Department's representative for special education programming and the IEP Team process and shall supervise the student evaluation process for Saco students at the Academy. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the IEP Team, the Department's representative shall make the decisions on those issues, subject to the parent's due process rights in relation thereto. Academy personnel, upon request, will provide the Department's Director of Special Services with the classroom observation and academic testing components of the student evaluation process. Academy personnel will work with the Department'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 information regarding classroom observations, student performance, academic achievement testing and functional behavior assessment components of the student evaluation process. Additionally, the Department staff will be included in the Academy's special education professional development and staff meetings to maximize collaboration between the parties.

(d) The Academy shall require its special education teachers and coordinator, in addition to all other special education staff, to maintain the applicable state certification(s) required for their job functions.

(e) The Academy shall comply with all of the state and federal special education legal requirements for Saco students enrolled at the Academy. The Department has all of the responsibilities set forth in applicable state statutes and special education regulations for educating Saco students with disabilities attending the Academy pursuant to this Agreement. In the event that a program or placement does not currently exist at the Academy to meet the needs of a disabled Saco student, as determined by the IEP Team, the Academy and the Department

shall work cooperatively to develop such a program or placement if it is feasible to do so pursuant to Sections 6(a) and 6(b) above.

(f) Special education services, beyond regular education that the Academy provides, including, but not limited to Section 504 and ELL services, will be billed separately, and are in addition to the terms outlined above.

(g) The Parties agree to reopen this Section 6 of this Agreement upon receipt of final guidance from the Maine Department of Education regarding the Master Agreement for special education services by private schools to consider whether any changes to this Section 6 are required by that guidance.

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, including, without limitation the right to suspend or dismiss students, subject to this Agreement and all applicable Maine and Federal laws, rules, and regulations. The Academy shall notify the Department in writing before it has taken action to dismiss a student from the Academy and shall respond to reasonable requests for information about the dismissal by the Department.

8. Transportation. Throughout the term of this Agreement the Department shall provide all transportation for Saco students to and from the Academy. Transportation for sports and other extracurricular activities will be provided by the Academy.

9. Food Service. Thornton Academy will provide a free lunch program to Saco students at a level comparable to the Federal National Free and Reduced Lunch Program and the State of Maine Healthy School Meals for All program. If at any point during the Term of this Agreement, the State of Maine Healthy School Meals for All program is reduced or eliminated, the Academy's obligation under this Section 9 shall be reduced by the same proportion or eliminated.

10. Compliance with Federal and State Requirements. The Academy and the Department shall comply with all applicable federal and state statutes and regulations.

11. Operative Term. This Agreement shall be operable for a term of five (5) years, commencing on July 1, 2026 and ending on June 30, 2031. The parties will begin good faith negotiations for a contract renewal not later than September 1, 2029, with the objective of agreeing on renewal terms and conditions not later than February 1, 2031.

12. Reconsideration of Tuition. If there is a significant and material change in funding of public education, with the exclusion of changes to IVF which are addressed above in Section 5, including but not limited to any action taken by the Maine Legislature or the Maine Department of Education, which, in the reasonable judgment of the Academy, adversely and materially affects the Academy's ability to maintain both legally required minimum state educational standards and its own standards, quality of program and/or program offerings, then the Academy may convene with the Department to renegotiate in good faith the tuition for the remainder of this Agreement with the intent to restore tuition as if the significant and material change had not occurred. In the event the Department and the Academy are unable to renegotiate tuition, this Agreement shall remain in effect and tuition shall increase annually for the remainder of the Term by the greater of (a) 3.0% of MAT for the prior year, or (b) the average increase in MAT for the three (3) years immediately preceding the change, but in no circumstances shall tuition be reduced below the amount set forth in Section 2.

13. Cooperation. The Academy will cooperate with and will coordinate its school calendar, cancellations, schedules, programs, curriculum, and assessment practices with those of the Department, insofar as it is practical. Because the Academy and the Department share a common aim to provide Saco's students as fine a secondary education as 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 pre-K to 12, affecting results in all future years. Therefore, the Academy and the Department 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 that are intended to foster cooperation, understanding, and academic success for all students. The Academy and the Department may also coordinate multiple shared professional development opportunities to help vertically align the Saco preK-12 curriculum, program interests, and course offerings.

14. Governance. The Headmaster of the Academy and the Superintendent of Schools for Saco will meet as needed to discuss issues of concern. In addition, the Superintendent and a Representative of the School Board shall be a member of the Trustees Academic Committee, and the parties agree that twice a year (October and April, or as mutually agreed), the Thornton Academy Board of Trustees and the Saco School Board will hold a joint public meeting under Maine's Freedom of Access Act, with a published agenda circulated at least seven days in advance. The agenda will include, at a minimum: enrollment and demographic trends, academic outcomes for Saco students, CTE participation, special education service delivery, and tuition.

15. Reports.

(a) The Academy shall provide annual reports to the Department at a regularly scheduled School Board meeting(s) and quarterly written reports that consist of:

- 1) College acceptances;
- 2) Course enrollments, and total enrollments for Saco students per grade;
- 3) New initiatives and/or courses planned or implemented; and
- 4) Professional staff data.

(b) The Academy shall provide the following reports at least twice per year:

- 1) State assessment results;
- 2) Dropout rates;
- 3) Local assessment practices and updates on any students who are not making progress;
- 4) Student withdrawals, removals, or unenrollments;
- 5) Identify individual students with more than ten (10) days of unexcused absences;
- 6) Truancy, attendance, disciplinary, and behavior student data, for all Saco students in grades 9-12; and

- 7) The number of Saco students participating in the food service program set forth in Paragraph 9.

(c) The Department shall provide an annual report to the Academy in April or May that consists of:

- 1) Superintendent agreements that are active for all Saco students in grade 8;
- 2) Responses to Intervention data for all Saco students in grade 8 (including students' data collected from grades 6-8);
- 3) Standardized test scores for all Saco students in grade 8 (including students' data collected from grades 6-8);
- 4) Information related to student alternative education programming for all Saco students in grade 8 (including students' data collected from grades 6-8); and
- 5) Truancy, attendance, and behavior student data, for all Saco students in grade 8 (including students' data collected from grades 6-8).

16. Annual Presentation. The Superintendent of Saco Schools 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 Department believes would be of mutual benefit to share, such as achievement test results, applicable standardized test scores and results, accreditation reports, and new initiatives.

17. Information Sharing. The Superintendent of Schools and the Headmaster may reasonably request from one another any of the information listed in this Agreement at any time during the school year, which requests shall be fulfilled in a timely manner. In addition, the Saco Superintendent and School Board members shall be included on Academy email and mailing lists so that they will receive all information for general circulation provided to parents of Academy students. 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 the Family Educational

Rights and Privacy Act and other applicable laws that forbid the dissemination of this information to the general public.

The Academy will provide the following upon request from the Saco Superintendent no more frequently than once per year:

- 1) State assessment results (Maine Through Year, Science MEA, ACCESS for ELLs, and any successor assessments) and SAT participation and performance, all broken out for Saco students with comparison to school-wide and state averages;
- 2) Graduation rates, dropout rates, and post-secondary outcomes (college enrollment, CTE and workforce pathways) for Saco students; and
- 3) Full release of MIYHS data to the Saco Superintendent and School Board for every administration in which Saco students participated. Saco receives the same data available to Thornton Academy administration, not a summary or redacted version.

18. Ad Hoc Committees. The Headmaster or designee and the Saco Superintendent of Schools or designee may mutually decide on the need for ad hoc advisory committees to address academic issues or other problems. These committees, depending upon the issues or problems to be discussed, may involve school board members, trustees, administrators, teachers, other school staff, parents, community members, or students. These committees are strictly advisory in nature, and the composition of these committees must be mutually agreed upon by the Headmaster and the Superintendent. Any recommendations from one of these ad hoc committees are not binding on the Academy and its Trustees or the Department and its School Board.

19. Arbitration. Any dispute between the parties arising under or relating to this Agreement 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 Academy and the Department of 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 Academy and the Department. All other costs, including legal fees if any, will be paid by the party incurring such costs.

20. Savings Clause; Modifications. 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.

21. Insurance. The parties shall maintain sufficient comprehensive general liability and/or errors and omissions coverage to cover claims that may arise in connection with the provision of educational services as required of both parties and as outlined herein. The parties shall provide proof of such coverage to each other each year of this Agreement, and such coverage shall be placed with underwriters rated A or better by the AM Best ratings firm. Maintenance of such coverage for the term of this Agreement shall be a material condition for both parties.

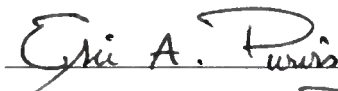
22. Maine Law. This Agreement shall be governed by the laws of the State of Maine.

THORNTON ACADEMY

SACO SCHOOL DEPARTMENT

BY

BY



Name: Eric A. Purvis

Title: President Board of Trustees



Name: SARAH TRUMAN

Title: CHAIR, SCHOOL BOARD