

AURORA BOREALIS CHARTER SCHOOL CONTRACT

THIS AGREEMENT is between Aurora Borealis Charter School, whose address is 705 Frontage Road, Suite A, Kenai, Alaska 99611, hereinafter “Charter School”, and the Kenai Peninsula Borough School Board, whose address is 148 N. Binkley, Soldotna, Alaska 99669, hereinafter “School Board”.

WHEREAS, Charter School desires to operate within the Kenai Peninsula Borough School District (hereinafter “School District”) in conformance with Alaska Statute 14.03.250-.290 and School District policies and procedures; and

WHEREAS, at its meeting dated December 5, 2011, the School Board reviewed and approved Charter School’s application; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

Charter School shall provide educational programs and services subject to the terms and conditions of this contract, commencing with the first day of school in the School District for the 2012-2013 school year and continuing through the last day of school in the 2016-2017 school year.

1. Educational Program: Charter School shall provide an educational program which shall advance basic skill areas including mathematics, science, language arts and social studies appropriate to the age of students included in the program. Additionally, the educational program shall be designed as defined in Charter School Proposal as approved by School District and by the Alaska State Board of Education.

2. Achievement Levels: Charter School’s educational program shall meet the specific levels of achievement specified in the proposal.

3. Admission Policies and Procedures: Any resident of the school district that is otherwise eligible to attend Kenai Peninsula School District schools may apply for admission to the Charter School. In addition, the Charter School shall adhere to the admissions policies and procedures specified in the proposal. Charter School covenants and agrees that it shall not discriminate against applicants based upon any of the protected classes, and that it shall provide equal access to its facilities to all students in compliance with state and federal law. The Charter School shall be nonsectarian, and shall not be affiliated in any respect with any sectarian institution.

4. Administrative Policies: Except as otherwise provided herein, Charter School is required to comply with School Board policies and procedures, and Alaska Department of Education regulations. To develop and implement admission and administrative policies for the school, the Charter School shall establish an Academic Policy Committee. Charter School shall adhere to Charter School administrative policies as specified in the proposal. The Charter School shall prohibit violence and the use or possession of drugs, alcohol, tobacco and weapons on school

grounds. Disciplinary proceedings for violations shall be consistent with applicable Alaska Statutes, state and federal regulations and school district policies.

5. **Funding:** School District shall allocate funding for Charter School in accordance with State Law, less administrative costs determined by applying the DOE approved indirect cost rate to the amount allocated for Charter School. An annual budget for Charter School shall be submitted to School District according to schedules established by the district. Funds shall be made available to Charter School on July 1 of each year of this contract. The amount of the budget will be adjusted immediately following the ADM count period as established by the State of Alaska. All materials and services provided by School District to Charter School shall be provided to Charter School at rates equal to those charged to other schools in the district. No tuition shall be charged to Charter School students who reside in the district. Fees consistent with School District policy and collected from Charter School students shall be retained by Charter School.

6. **Receipts and Expenditures:** Charter School shall account for receipts and expenditures by using and complying with the school district purchasing and accounting systems. Charter School covenants and agrees that it shall comply with all state and federal requirements for receipt and use of public money.

7. **Facility:** Charter School shall be operated at the following location: Aurora Borealis Charter School, 705 Frontage Road, Suite A, Kenai, Alaska 99611.

KPBSD covenants and warrants that the current facility complies with all local, state and federal health and safety requirements applicable to other public schools in the district.

ABCS agrees to pay utilities at a rate agreed upon on an annual basis.

8. **Teachers and Support Staff:** At the time of executing this contract, Charter School anticipates that the following teachers and support staff will perform teaching/support services in the charter school:

a) Administrator—Larry Nauta

b) Teachers as Budgeted

1. Julie Ball—Kindergarten

2. Heidi Harding—First Grade

3. Lori Uponen—Second Grade

4. Don Drury—Third Grade

5. William Severson—Fourth Grade

6. Jennifer Riddall—Fifth Grade

7. Gene Palm—Sixth Grade

8. Scott Anderson—Junior High

9. Suzanne Phillips—Junior High

10. Pam Burns—Physical Education

11. J.D. Uponen—Music and Art

12. Todd Boonstra—Culture and Language

- c) Secretary
- d) Custodial staff
- e) Other staff as required

Charter School shall promptly provide School District with written notice of any permanent changes to staff. It is agreed and understood that all employees will be recruited and employed through district processes and that teachers must sign a written contract with School District before providing services. Unless the School District and any association representing a teacher or support employee agree to an exemption, all provisions of an existing negotiated or collective bargaining agreement applicable to employees shall remain in effect while the employee provides services at Charter School.

The Charter School agrees to hire an administrator with Class B Alaska certification.

9. **Teacher-to-Student Ratio:** Charter School agrees to maintain the teacher-to-student ratio as defined in the charter school proposal approved by School District.

10. **Enrollment:** Charter School shall enroll a minimum of twenty (20) students at all times and shall enroll a maximum number of students as specified in the proposal.

11. **Contract Term:** This contract shall be effective upon complete execution and shall terminate at the end of five (5) academic years unless earlier terminated as provided elsewhere herein.

12. **Termination:** This contract may be terminated by School Board for Charter School's failure to meet educational achievement goals or fiscal management standards, for a default in any material provision of this agreement or for other good cause. The School Board shall provide 90 days written notice to Charter School of its intent to terminate this contract and the reasons therefore. If Charter School fails to remedy the cause for termination within the time provided by School District, this contract shall automatically terminate at the end of the stated time. Any unused funds and all properties remaining shall immediately be returned to the School District upon such termination.

13. **Federal and State Use of Public Money:** The Charter school agrees to comply with all state and federal requirements for receipt and use of public money.

14. **Charter School Proposal:** The Charter School Proposal as approved by the Alaska State Board of Education is hereby incorporated into this contract. This contract shall bind Charter School to its stated purpose, goals, operational procedures, and all other aspects of the approved proposal.

This Charter School was approved by the Kenai Peninsula School Board on December 5, 2011. The Undersigned agree to this entire contract as specified herein.

Signed David Johnson Date 1-9-12 (For School District)

Signed Kenya M. Malt Date 1/9/12 (For Charter School)