

**KALEIDOSCOPE SCHOOL OF ARTS AND SCIENCES CHARTER SCHOOL
CONTRACT**

July 1, 2014-June 30, 2019

THIS AGREEMENT is between Kaleidoscope School of Arts and Sciences Charter School, whose address is 549 N. Forest, 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 2, 2013, the School Board reviewed and approved Charter School's application; and

WHEREAS, at its meeting scheduled for March 2014, the Alaska State School Board will review and approve Charter School's application:

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 2014-2015 school year and continuing through the last day of school in the 2018-2019 school year.

1. Educational Program: Charter School shall provide an educational program of integrated arts and sciences. 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. Policies and procedures: 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.

a. Admission Policies and Procedures: Any resident of the school district who 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.

b. Administrative Policies: Charter School shall adhere to Charter School administrative policies as specified in the proposal.

c. 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.

4. 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.

5. School District Charges: 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. Budget and Accounting: 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: Sears Elementary, 549 N. Forest Dr, 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.

Charter School agrees to pay utilities comparable to other charter schools in the KPBSD.

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
- b) Teachers as budgeted
- 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 forty-four (44) 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.

Upon the dissolution of Charter School the disposition of net proceeds from charitable gaming conducted under AS 05.15 will go to a permittee, other than a multiple-beneficiary permittee.

13. Equal Access: 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.

14. Nonsectarian: The Charter School shall be nonsectarian, and shall not be affiliated in any respect with any sectarian institution.

15. 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.

16. Pupil Transportation: Costs will be charged based on a pro-rational per pupil share of any use of fund balance and/or transfer of funds needed to balance the Pupil Transportation fund at the end of the fiscal year. The total number of Kaleidoscope School of Art & Science students using pupil transportation services will be used in determining the cost to Kaleidoscope School of Art & Science. These costs will be charged to 374-63-4350-0000-4402.

17. Student Nutrition: Costs will be charged based on a pro-rational per pupil share of any use of fund balance and/or transfer of funds needed to balance the Student Nutrition fund at the end of the fiscal year. The total number of Kaleidoscope School of Art & Science students purchasing lunch and/or breakfast will be used in determining the charter school costs. These costs will be charged to 374-63-4350-0000-4402.

18. Workers Compensation: Costs will be charged based on actual salaries for workers compensation class code 8868, school professional and clerical employees, and class code 9101, all other school employees multiplied by the fiscal year workers compensation rate for these class codes. These costs will be charged to the applicable function code related to employee salaries:

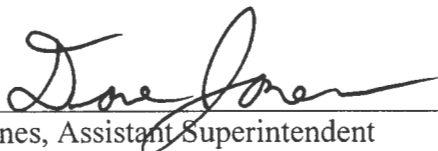
Class code 8868 – School Professional Employee	374-63-4100-0000-3530
Class code 8868 – Clerical Staff	374-63-4450-0000-3530
Class code 9101 – Other School Employees	374-63-4600-0000-3530

19. Property and Liability Insurance: Costs will be charged based on the District's portion of the insurance costs per Borough Ordinance and the supporting documentation:

Liability Insurance: Costs will be charged based on a pro-rational per pupil share of risk management costs, liability insurance, and any use of fund balance used as a cost leveling measure. The District's enrollment as determined by the OASIS process less Connections students will be used to determine the per pupil cost to be charged for Kaleidoscope School of Art & Science liability insurance. These costs will be charged to 374-63-4100-0000-4470.

Property Insurance: Costs will be charged based on a per square foot basis using the total cost associated with school buildings divided by square feet for school buildings. This amount will then be multiplied by the total square feet allocated to Kaleidoscope School of Art & Science. These costs will be charged to 374-63-4600-0000-4460.

This Charter School was approved by the Kenai Peninsula School Board on December 2, 2013 and is scheduled by the Alaska State Board of Education for approval in March, 2014. The Undersigned agree to all of this contract as specified herein.



Dave Jones, Assistant Superintendent

12-6-13

Date



Joe Arness for School Board

12-6-13


Date



Robin Dahlman for Charter School

12-6-2013

Date



Terrah Amend for Charter School

12-6-2013

Date