

NOME PUBLIC SCHOOLS
CHARTER SCHOOL CONTRACT

THIS AGREEMENT is between Anvil City Science Academy, whose address is P.O. Box 131, Nome, Alaska, 99762 hereinafter the “Charter School”, and the Nome Public Schools Board of Education, whose address is P.O. Box 131, Nome, Alaska 99762, hereinafter the “School Board.”

WHEREAS, the Charter School desires to operate within the Nome Public School District, hereinafter the “School District”, in conformance with 4AAC 33.110, and School District policies and procedures; and

WHEREAS, in its meeting dated April 7, 1998, the School Board reviewed and approved the Charter School application; and

WHEREAS, the Charter School has fulfilled its obligations to its students, their parents, the community, and the School Board from that time to the present;

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

The Charter School shall provide educational programs and services subject to the terms and conditions of this contract commencing with the first day of the school in the School District for the 2018-19 school year for a ten (10) year contract. The Charter School shall provide a quarterly report to the School Board which details the status of these programs and services.

The terms and conditions in the School District’s “Charter School Policy” BP/AR 6181 and the “Charter School Application” are specifically incorporated and integral to this contract.

1. Academic Policy Committee: To develop and implement admission and administrative policies and to monitor the program, the Charter School shall establish an Academic Policy Committee. The Academic Policy Committee shall include at least five (5) persons, three (3) members must be parents of a student attending ACSA, one (1) must be a ACSA teacher, and the remaining member(s) may be a community member, parent, or teacher.

The Academic Policy Committee must approve additions or changes to Charter School administrative and admission policies and report them to the School Board.

2. Educational Program: The Charter School shall provide an educational program that shall advance basic skill areas including mathematics, science, language arts, and social studies, appropriate to the age of students included in the program. The Charter School shall comply with all Federal and State of Alaska regulations regarding its educational program and will update its educational program accordingly.

3. Achievement of Levels: The Charter School will strive to meet adequate yearly progress as dictated in all Federal and State of Alaska regulations.

4. Policies and Procedures: Except as otherwise specifically provided herein or as stated in AS14.03.255, the Charter School is not released from complying with School Board policies, procedures and regulations.

- a. Admission Policies and Procedures: Any resident of the School District who is otherwise eligible to attend Nome Public Schools may apply for admission to the Charter School. All admissions shall be in accordance with Alaska State Statutes governing Charter Schools. A lottery will be used if projected enrollment exceeds the allowed maximum enrollment. In addition, the Charter School shall adhere to the section of the Application called "Admission."
- b. Administrative Policies: The Charter School shall adhere to the section of the Application called "Organization and Administration."
- c. Academic Policies: The Academic Policy Committee shall establish academic policies and goals for the Charter School. The Academic Policy Committee shall meet at least once a semester with the Charter School administrators to monitor the progress in achieving the committee's policies and goals.
- d. School Board Reports: A liaison of the Charter School will report quarterly to the School Board regarding programs and activities at the school. By November of each year, the Academic Policy Committee's liaison will present the academic progress of its past year's students to the School Board.

5. Funding: The School District shall allocate funding for the Charter School based on a per pupil share of "basic need" funding the School District receives as determined by the School Foundation Funding Formula in accordance with AS 14.17.410 and related statutes. In addition, the School District shall provide services to students who qualify for categorical funding generated by virtue of their membership in a protected class or relationship to the United States or the State of Alaska.

6. School District Charges: The School District may deduct from this "basic need" funding indirect administrative expenses not to exceed the State of Alaska Department of Education approved indirect cost rate. These costs will be separately negotiated should the district desire to charge indirect administrative expenses during the term of this agreement.

7. Charter School Charges: The Charter School shall charge no tuition to the Charter School students who reside in the School District. The Charter School may collect student fees for special events and shall retain the fees collected from Charter School students. If the Charter School is dissolved, the remaining balance of these student fees shall revert to the School District.

8. Budgeting and Accounting: Between January and March, the Charter School liaison will work with the District Business Manager to develop a budget for the next school year. This will include the salaries of all staff at the Charter School. At this time an “estimated” student count for the following year will be given. The estimate may be finalized at the May School Board meeting.

All funds will run through the normal School District financial process. The Charter School agrees that it shall comply with all State of Alaska and Federal requirements for receipt and use of public funds.

9. Facility: The Charter School shall operate at the following location: Nome-Beltz Campus North Dorm Building Class Rooms D121, D122, D123, and D125; Toilet Rooms D130 and D131; storage room D1/D2, and Office Room D29.

Notice must be given by the School Board to the Charter School, no later than the regularly scheduled March School Board meeting, if the Charter School needs to change locations for the following school year.

The Charter School further covenants and warrants that the facility complies with all local State of Alaska and federal health and safety requirements applicable to other public schools in the School District.

10. Staff: The lead teacher/administrator will be chosen by the APC from the Anvil City Science Academy certified teaching staff. The lead teacher/administrator will select and appoint the employees of the Anvil City Science Academy, coordinating closely with the Chairperson of the APC. Ultimate responsibility is retained by the APC. All certified staff will be approved by the School Board or designee. It is agreed and understood that all teachers must sign a non-binding letter of intent with the Charter School before signing a standard teaching contract with the School Board or designee.

Normal statutory requirements and School Board practices should be followed by the School District for evaluation and retention of Charter School Certified Staff. Unless the School Board and the Nome Education Association agree to an exemption, all provisions of an existing negotiated or collective bargaining agreement applicable to any teacher in the School District shall remain in effect while the teacher provides services to the Charter School.

Staff vacancies will be addressed as early as possible before the beginning of the school year, or immediately after any emergencies which arise within the school year. The Charter School shall promptly provide the School District with written notice of any changes to the staff.

The staff positions at ACSA are:

Principal / Teacher (Full Time Certified) -- Lisa Leeper

Teacher (Full Time Certified) -- Colleen Johnson

Teacher (Full Time Certified) -- Jeff Collins

Teacher (Full Time Certified) -- Heather Jameson

11. Retirement: All employees of the Charter School shall be members of the Teacher's Retirement System or the Public Employee's Retirement System, and are subject to the respective requirements.

12. Pupil-Teacher Ratio: At the Twenty Day Count for the School District, the teacher/student ratio at the Charter School should be between 1:12 and 1:17.

13. Enrollment: The Charter School shall enroll a minimum of forty-eight (48) and up to sixty-six (66) students.

14. Contract Term: This contract shall be effective upon the approval of the School Board, commencing with the first day of school in the School District for the 2018-2019 school year and shall continue for ten (10) years unless earlier terminated as provided for below.

15. Termination: The School Board may terminate this contract for:

- a. Failure by the Charter School to meet the educational achievement goals;
- b. Failure by the Charter School to meet fiscal management standards;
- c. Failure by the Charter School to abide by the Board Policies and Administrative Regulations of the Nome Public Schools;
- d. Default by the Charter School in any material provision in this agreement; or
- e. Other good cause as proven by the Nome Public School Board. The School Board shall provide thirty (30) days written notice to the Charter School of its intent to terminate this contract. The notice shall include the reasons for its action and the specified time allotted for the situation to be remedied. If the Charter School fails to remedy the cause for termination within the time specified, this contract shall automatically terminate at the end of the specified time. The Charter School has thirty (30) days to appeal the School Board's decision to terminate this contract.

Upon termination, the Charter School has until a new semester start which is not less than forty-five (45) contact days from the date of termination, to close the School. For the welfare of the students, the School District shall work with the Charter School's staff and Academic Policy Committee to provide a smooth transition for all students into the appropriate Nome Public School(s).

At the close of the Charter School, any unused funds remaining shall be returned to the School District.

16. Equal Access: The Charter School covenants and agrees that it shall not discriminate against any applicant based upon membership in any of the protected classes and that it shall provide

equal access to its facilities to all students in compliance with District Policy, State of Alaska Law and Federal Law. The School District will assist the Charter School with Special Education facilities support and staff as is specified by the State of Alaska and Federal Law.


17. Nonsectarian: The Charter School shall be nonsectarian, and shall have no affiliation in any respect with any sectarian institution.

This contract signifies that the Nome Public Schools Board of Education approves the Anvil City Science Academy's operation as a Charter School with the Nome Public School District and will become effective upon the signatures of their representatives:



Chairperson/Designee,
Academic Policy Committee
Anvil City Science Academy

10-2-17
Date



Chairperson/Designee,
Nome Public Schools Board of Education

09/12/2017
Date