

Frontier Charter School

Year End Report

SY 06/07



*...Helping families help students to take responsibility for learning with
the*

Frontier Learning Profile

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Frontier Charter School

Mission Statement

A resource for curriculum, technology and community, Frontier serves full-time homeschooling families in the Anchorage School District who are pursuing academic excellence.

Frontier Charter School

Attainment of Student Performance Expectations

SY 06/07 SBA results not available. Below are the SY05/06 results.

Our calculations show that for the testing just completed for **SY06/07** we will receive test results for **95% of our students [participation rate]**.

Anchorage School District: Profile of Performance 2005-06

Anchorage School District 2005-2006 Adequate Yearly Progress

Frontier Charter School

AMO For Language Arts: 71.48%
AMO For Math: 57.61%

Meets AYP
Level 2 - (First Year Meeting AYP)

Group	Participation Rate				"FAY"	Language Arts Performance				Math Performance			
	(A) Number Enrolled	(B) Number Tested	Participation Rate (%)	(C) Participation Rate Met	(D) Tested and Enrolled "FAY"	(E) Proficient on LA	(F) Percent Proficient on LA	(G) LA Target	(H) Met AMO for LA	(I) Proficient on Math	(J) Percent Proficient in Math	(K) Math Target	(L) Met AMO for Math
All Students	182	175	96.2%	Yes	137	110	80.3%	62.5%	Yes	70	51.1%	47.8%	Yes
African American	<5	<5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
AkNa & Amln	15	15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Asian	5	<5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Caucasian	143	138	96.5%	Yes	113	96	85%	61.6%	Yes	61	54%	46.8%	Yes
Hispanic	<5	<5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Multi-Ethnic	11	10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Low Income	19	19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Disabled	14	14	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LEP	10	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Graduation Rate (IMP) : 47.6% (Threshold is 55.58%)

N/A is used to indicate when a group does not need to be evaluated when:

- (1) 20 or fewer students are enrolled in a group for all groups except "All Students".
- (2) 40 or fewer students are enrolled FAY (column D) in the Disabled & LEP groups.

* For the groups where the number enrolled is fewer than or equal to 40, participation is met when no more than 2 miss the test. Groups can also meet this target using the average of the past two or three years.

** Where a group achieves a "Yes" without meeting the listed target, it has done so using either the 99% confidence interval or Safe Harbor.

*** Results cannot be published without releasing personally identifiable information.

This document was prepared by the ASD Assessment and Evaluation

7/19/2006

Frontier Charter School

Recommendation for Remediation of Poor Student Performance

4.8.2 Academic Achievement Goals

- 4.8.2.1.1 If the above goal is not met, the Academic Policy Committee will direct the Chief Administrator to identify areas of particular weakness in meeting State performance standards and to develop a plan of action which would include offering classes that would address these areas, identifying those students who would benefit from attending, and requiring attendance. These classes would be paid for with the students' account money.

Frontier Interventions:

- Frontier Charter School requires all “credit recapture” students new to the program to take all the assessments of the ***Frontier Learning Profile***: Swassing Barbe, Gregorc Style Delineator, Bar-On EQ, WIATT II, Woodcock Johnson Cognitive Ability Assessment, and the Life Values Inventory
- Regularly scheduled math labs free to student
- Regularly scheduled language arts labs free to student
- Individual Learning Plans are set up for each of the students. In particular, for those students below grade level expectations special attention is given to the alternative timelines with reachable short term goals to ensure long term success

06 – 07 test results are not available to accurately assess the success of the interventions. Anecdotal evidence remains strong as the majority of our students continue to take advantage of one or more of the intervention opportunities.

Frontier Charter School *School Goals Attainment*

2006 -2007
SCHOOL GOALS

School Goals

1. Increase Graduation Rate by 5%
(DATA TO BE REVIEWED AFTER THE PUBLICATION OF THIS REPORT)
2. Complete the Student Aptitude Learning Tracking Tool by June 30, 2007.
(Partially Attained)
3. 90% of the returned Frontier Customer Service Surveys will indicate that parents' phone calls are returned **within 24 hours**. Only one respondent indicated that their phone call was not returned with 24 hours.
(90% not attained)
42.9% Responded "Always"
28.6% Responded "Almost Always"
11.4% Responded "Often"
Total = **82.4% "Often to Always"**

Frontier Charter School
Trends in Students/Staff Enrollment and Mobility

Teaching Staff

All staff members from SY06/07 are returning for SY07/08.

Student Enrollment/Mobility

K-12 Enrollment Highlights:

350	Currently enrolled	148 (k-6 grades) & 202 (7-12 grades)
373	Funded FTE	
447	Total number of student that enrolled at some point during the year	
10	Students moved out of state (W3)	
44	Returned to their neighborhood brick and mortar schools (T1)	
5	Non-Public School in Anchorage (W2)	

K – 6 Enrollment Highlights

180	Total K-6 enrolled SY 06/07	
32	Withdrawal/transfers K-6	
11	Withdrawals:	
3	Student withdrawn to attend a public school in Alaska, outside ASD (W1)	
3	Student withdrawn to attend a non-public school in Alaska (W2)	
5	Student withdrawn to attend a public school outside Alaska (different State/Country) (W3)	
19	Transfer back into ASD brick and mortar schools (T1)	
2	Elementary Drop Out	
1	Family Problem (W80) Family living in shelters – keep moving around – lost all contacts	
1	Administrative Drop (W81) mother would not comply with any requirements or deadlines given.	

7 – 12 Enrollment Highlights

267	Total 7-12 enrolled SY 06/07	
65	Withdrawal/transfers 7-12	
28	Withdrawals	
5	Student withdrawn to attend a public school in Alaska, outside ASD (W1)	
2	Student withdrawn to attend a non-public school in Alaska (W2)	
5	Student withdrawn to attend a public school outside Alaska (different State/Country) (W3)	
8	Early Graduate – Regular Diploma (W4)	
2	Student withdrawn to attend a private school in a (different state/country) (W7)	
2	Student withdrawn to attended a home schooling (non-district sponsored) (W8)	
3	Student withdrawn to an institution (with educational program) (W9)	
1	Completed school with other credentials (certificate of completion or attendance) (W22)	
25	Transfer back into ASD brick and mortar schools (T1)	
12	High School Drop out	
4	G.E.D (W7A)	
1	Family Problem (W80)	
4	Administrative Drop (W81)	
3	Unknown (W84)	

Frontier Charter School

List of Working Capital Assets

Frontier Charter School Fixed Asset Items Not Yet Added to ASD Fixed Asset List

Items Delivered to Frontier Charter School, Tagged, but not yet added to Fixed Asset List as of 5/01/06:

Tag #	MFG	Description	Model	S/N	
F72014	Fireking	Two Hour Vertical File	Model FL2004344179	618027	2,085.00
F71041	Datacard	Color Duplex Network Printer	SP60	K10246	1,795.00
F71042	Logitech	USB Camera	Creative 880	TTC33800285	295.00
F62813	Nikon	Digital Camera	CoolPix 4.0 Megapixel	3680591	330.00
F53095	Dell	Laptop Computer	Latitude D810	41WKW81	1,807.22
F53096	Dell	Laptop Computer	Latitude D810	BCKWW81	1,807.22
F53097	Dell	Laptop Computer	Latitude D810	1GWKW81	1,807.22
F53098	Dell	Laptop Computer	Latitude D810	J3WKW81	1,807.22
F53099	Dell	Laptop Computer	Latitude D810	C6WKW81	1,807.22
F53100	Dell	Laptop Computer	Latitude D810	F8WKW81	1,807.22
F53101	Dell	Laptop Computer	Latitude D810	9DWKW81	1,807.22
F53102	Dell	Laptop Computer	Latitude D810	62WKW81	1,807.22
					18,962.76

Secure Applications

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	FID	Serial	Description ^A	Room or Cart
Computer Inventory	G25611	BW1R131	DELL OPTIPLEX GX SERIES	OFFICE
My Learning Plan	G25613	3W1R131	DELL OPTIPLEX GX SERIES	OFFICE
School Site Builder	G21625	2A4362TSPKK	MONITOR	OFFICE
Staff Evaluation	G25612	MX07R4774832336E025M	MONITOR	OFFICE
	G25614	MX07R4774832336PO255	MONITOR	OFFICE
	G21624	G84370GAQW3	POWERBOOK (SILVER)	OFFICE

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Frontier Charter School

***End of the Year Preliminary Financial Statement Showing
Revenues and Expenditures. [Budget vs. Actual]***

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154501	FRONTIER REG INSTRUCTION		07	04	4
OBJECT	Description	Budget	Actual	Encumbrance	Balance
1211	EXTRA HELP CLASS	2,500.00	2,108.75	0.00	391
1220	EXTRA HELP CERTF	6,676.00	1,553.63	0.00	5,122
1290	MASTER'S BONUS	1,000.00	1,000.00	0.00	0 EQL
1310	ELEM TEACHERS	0.00	0.00	0.00	0
1320	SEC TEACHERS	160,365.00	117,180.26	0.00	43,185
1330	ADDED DUTY CERT	10,000.00	0.00	0.00	10,000
1331	ADDED DUTY CLASS	0.00	0.00	0.00	0
1350	ADDED DAYS CERTF	5,000.00	4,988.00	0.00	12
1371	SUB TEACHER	0.00	0.00	0.00	0
1380	PERSNL LV CERTIF	0.00	0.00	0.00	0
1420	BONUS CERTIFICTD	1,005.00	1,005.00	0.00	0 EQL
2100	GROUP LIFE	360.00	288.00	0.00	72
2200	GROUP MEDICAL	25,200.00	21,060.00	0.00	4,140
2500	WORKERS' COMP	1,679.00	1,150.60	0.00	528
2550	UNEMPLOYMENT INS	238.00	143.72	0.00	94
2600	SOCIAL SECURITY	155.00	227.08	0.00	-72 OVR
2610	MEDICARE	2,708.00	1,081.28	0.00	1,627
2700	CERTIF RETIREMT	45,595.00	31,763.75	0.00	13,831
2800	PERS	0.00	0.00	0.00	0
3030	CONTR SVC-INSTR	390,912.00	219,346.02	70,494.48	101,072
3040	CONTR ASD SVCS	35,000.00	14,346.00	0.00	20,654
3050	EQUIP REPAIR	5,000.00	3,220.00	1,780.00	0 EQL
3210	RENT-EQUIP	0.00	0.00	0.00	0
3220	CONTR SVC COPIER	7,800.00	5,193.79	2,606.21	0 EQL
3230	ADVERTISING	16,000.00	15,027.00	0.00	973
3430	MILEAGE IN-DIST	0.00	0.00	0.00	0
3530	TELEPHONE	0.00	0.00	0.00	0
4010	OFFICE SUPPLIES	30,000.00	8,793.77	1,366.71	19,840
4020	TEXTBOOKS	200,000.00	106,937.64	37,903.42	55,159
4040	TEACHING SUPPLIE	87,662.00	14,940.94	9,561.97	63,159
5400	EXPENDABLE EQMT	0.00	0.00	0.00	0
5410	REPLACEMENT EQMT	0.00	0.00	0.00	0
5440	NEW EQUIPMENT	53,960.00	47,921.00	0.00	6,039
		** Total Expense Accounts **			
		1,088,815.00	619,276.23	123,712.79	345,826 **

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154504	FRONTIER ADMIN SUPPORT		07	04	4
OBJECT	Description	Budget	Actual	Encumbrance	Balance
1181	OTHER PROF CLASS	53,344.00	44,449.30	0.00	8,895
1201	CLERICAL	61,152.00	50,071.09	0.00	11,081
1211	EXTRA HELP CLASS	0.00	0.00	0.00	0
1351	ADDED DAYS CLASS	9,279.00	8,155.62	0.00	1,123
2100	GROUP LIFE	312.00	250.56	0.00	61
2200	GROUP MEDICAL'	27,000.00	21,893.33	0.00	5,107
2500	WORKERS' COMP	1,114.00	923.93	0.00	190
2550	UNEMPLOYMENT INS	154.00	119.51	0.00	34
2600	SOCIAL SECURITY	7,674.00	5,818.74	0.00	1,855
2610	MEDICARE	1,794.00	1,360.80	0.00	433
2800	PERS	30,015.00	24,898.95	0.00	5,116
3010	CONTRACT SVC-ADM	40,000.00	0.00	26,100.00	13,900
3050	EQUIP REPAIR	0.00	0.00	0.00	0
3520	ELECTRICITY	0.00	0.00	0.00	0
3530	TELEPHONE	0.00	0.00	0.00	0
3600	TVL OUT OF DISTR	5,500.00	2,280.97	0.00	3,219
3610	REG/MEM FEES	1,625.00	605.00	80.00	940
4010	OFFICE SUPPLIES	7,505.00	1,362.94	1,262.80	4,879
4040	TEACHING SUPPLIE	0.00	0.00	1,353.40	-1,353 OVR
4060	MEALS & FOOD	500.00	147.59	43.02	309
		** Total Expense Accounts **			
		246,968.00	162,338.33	28,839.22	55,790 **

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY Qt Pe		
=====	=====	=====	==	==	==
154505	FRONTIER OPS & MAINT		07	04	4
OBJECT	Description	Budget	Actual	Encumbrance	Balance
=====	=====	=====	=====	=====	=====
3200	RENT-LAND&BLDG	52,773.00	42,578.84	8,791.76	1,402
3500	HEAT FOR BLDG	2,000.00	153.94	582.57	1,263
3510	WATER & SEWER	0.00	0.00	0.00	0
3520	ELECTRICITY	3,000.00	1,146.60	230.05	1,623
3530	TELEPHONE	10,000.00	8,161.95	4,041.73	-2,204 OVR
4200	CUSTODIAL SUPPLI	0.00	0.00	0.00	0
6070	LIABILITY INSURA	0.00	0.00	0.00	0
		** Total Expense Accounts **			
		67,773.00	52,041.33	13,646.11	2,086 **

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154508	FRONTIER LIABILITY		07	04	4

OBJECT	Description	Budget	Actual	Encumbrance	Balance
6070	LIABILITY INSURA	12,500.00	11,273.00	0.00	1,227
		** Total Expense Accounts **			
		12,500.00	11,273.00	0.00	1,227 **

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154513	FRONTIER ADMIN		07	04	4

OBJECT	Description	Budget	Actual	Encumbrance	Balance
1300	PRINCIPALS	88,305.00	66,228.79	0.00	22,076
1350	ADDED DAYS CERTF	8,176.00	2,452.92	0.00	5,723
2100	GROUP LIFE	180.00	252.96	0.00	-73 OVR
2200	GROUP MEDICAL	9,000.00	7,333.33	0.00	1,667
2500	WORKERS' COMP	868.00	618.15	0.00	250
2550	UNEMPLOYMENT INS	120.00	81.33	0.00	39
2600	SOCIAL SECURITY	0.00	0.00	0.00	0
2610	MEDICARE	1,399.00	1,000.32	0.00	399
2700	CERTIF RETIREMT	25,085.00	17,857.27	0.00	7,228
3600	TVL OUT OF DISTR	2,500.00	0.00	0.00	2,500
3610	REG/MEM FEES	410.00	0.00	0.00	410

** Total Expense Accounts **
 136,043.00 95,825.07 0.00 40,218 **

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
*****	*****	*****	*****	*****	*****
GRAND	**Grand Totals**				

OBJECT	Description	Budget	Actual	Encumbrance	Balance
*****	*****	*****	*****	*****	*****
		1,552,099.00	940,753.96	166,198.12	445,147 **

**** GRAND TOTAL EXP ACCTS ****

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154501	FRONTIER REG INSTRUCTION		07	04	4
OBJECT	Description	Budget	Actual	Encumbrance	Balance
1211	EXTRA HELP CLASS	0.00	0.00	0.00	0
1220	EXTRA HELP CERTF	0.00	0.00	0.00	0
1290	MASTER'S BONUS	0.00	0.00	0.00	0
1310	ELEM TEACHERS	0.00	0.00	0.00	0
1320	SEC TEACHERS	0.00	0.00	0.00	0
1330	ADDED DUTY CERT	0.00	0.00	0.00	0
1331	ADDED DUTY CLASS	0.00	0.00	0.00	0
1350	ADDED DAYS CERTF	0.00	0.00	0.00	0
1371	SUB TEACHER	0.00	0.00	0.00	0
1380	PERSNL LV CERTIF	0.00	0.00	0.00	0
1420	BONUS CERTIFICTD	0.00	0.00	0.00	0
2100	GROUP LIFE	0.00	0.00	0.00	0
2200	GROUP MEDICAL	0.00	0.00	0.00	0
2500	WORKERS' COMP	0.00	0.00	0.00	0
2550	UNEMPLOYMENT INS	0.00	0.00	0.00	0
2600	SOCIAL SECURITY	0.00	0.00	0.00	0
2610	MEDICARE	0.00	0.00	0.00	0
2700	CERTIF RETIREMT	0.00	0.00	0.00	0
2800	PERS	0.00	0.00	0.00	0
3030	CONTR SVC-INSTR	54,810.82	12,825.14	41,985.68	0 EQL
3040	CONTR ASD SVCS	0.00	0.00	0.00	0
3050	EQUIP REPAIR	314.00	314.00	0.00	0 EQL
3210	RENT-EQUIP	0.00	0.00	0.00	0
3220	CONTR SVC COPIER	3,784.00	0.00	3,784.00	0 EQL
3230	ADVERTISING	1,250.00	0.00	1,250.00	0 EQL
3430	MILEAGE IN-DIST	0.00	0.00	0.00	0
3530	TELEPHONE	0.00	0.00	0.00	0
4010	OFFICE SUPPLIES	9,304.90	0.00	9,304.90	0 EQL
4020	TEXTBOOKS	100,192.76	74,415.03	18,389.58	7,388
4040	TEACHING SUPPLIE	38,342.52	1,233.83	37,108.69	0 EQL
5400	EXPENDABLE EQMT	0.00	0.00	0.00	0
5410	REPLACEMENT EQMT	0.00	0.00	0.00	0
5440	NEW EQUIPMENT	2,545.00	0.00	2,545.00	0 EQL
		** Total Expense Accounts **			
		210,544.00	88,788.00	114,367.85	7,388 **

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154504	FRONTIER ADMIN SUPPORT		07	04	4
OBJECT	Description	Budget	Actual	Encumbrance	Balance
1181	OTHER PROF CLASS	0.00	0.00	0.00	0
1201	CLERICAL	0.00	0.00	0.00	0
1211	EXTRA HELP CLASS	0.00	0.00	0.00	0
1351	ADDED DAYS CLASS	0.00	0.00	0.00	0
2100	GROUP LIFE	0.00	0.00	0.00	0
2200	GROUP MEDICAL'	0.00	0.00	0.00	0
2500	WORKERS' COMP	0.00	0.00	0.00	0
2550	UNEMPLOYMENT INS	0.00	0.00	0.00	0
2600	SOCIAL SECURITY	0.00	0.00	0.00	0
2610	MEDICARE	0.00	0.00	0.00	0
2800	PERS	0.00	0.00	0.00	0
3010	CONTRACT SVC-ADM	0.00	0.00	0.00	0
3050	EQUIP REPAIR	0.00	0.00	0.00	0
3520	ELECTRICITY	0.00	0.00	0.00	0
3530	TELEPHONE	0.00	0.00	0.00	0
3600	TVL OUT OF DISTR	0.00	0.00	0.00	0
3610	REG/MEM FEES	0.00	0.00	0.00	0
4010	OFFICE SUPPLIES	2,762.86	1,652.86	1,110.00	0 EQL
4040	TEACHING SUPPLIE	0.00	0.00	0.00	0
4060	MEALS & FOOD	0.00	0.00	0.00	0
		** Total Expense Accounts **			
		2,762.86	1,652.86	1,110.00	0 **

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154505	FRONTIER OPS & MAINT		07	04	4

OBJECT	Description	Budget	Actual	Encumbrance	Balance
3200	RENT-LAND&BLDG	0.00	0.00	0.00	0
3500	HEAT FOR BLDG	0.00	0.00	0.00	0
3510	WATER & SEWER	0.00	0.00	0.00	0
3520	ELECTRICITY	567.00	0.00	567.00	0 EQL
3530	TELEPHONE	4,736.85	200.00	4,536.85	0 EQL
4200	CUSTODIAL SUPPLI	0.00	0.00	0.00	0
6070	LIABILITY INSURA	0.00	0.00	0.00	0
		** Total Expense Accounts **			
		5,303.85	200.00	5,103.85	0 **

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154508	FRONTIER LIABILITY		07	04	4

OBJECT	Description	Budget	Actual	Encumbrance	Balance
6070	LIABILITY INSURA	0.00	0.00	0.00	0

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
154513	FRONTIER ADMIN		07	04	4

OBJECT	Description	Budget	Actual	Encumbrance	Balance
1300	PRINCIPALS	0.00	0.00	0.00	0
1350	ADDED DAYS CERTF	0.00	0.00	0.00	0
2100	GROUP LIFE	0.00	0.00	0.00	0
2200	GROUP MEDICAL	0.00	0.00	0.00	0
2500	WORKERS' COMP	0.00	0.00	0.00	0
2550	UNEMPLOYMENT INS	0.00	0.00	0.00	0
2600	SOCIAL SECURITY	0.00	0.00	0.00	0
2610	MEDICARE	0.00	0.00	0.00	0
2700	CERTIF RETIREMT	0.00	0.00	0.00	0
3600	TVL OUT OF DISTR	0.00	0.00	0.00	0
3610	REG/MEM FEES	0.00	0.00	0.00	0

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 1545@@

ACCT KEY	Title	Director	FY	Qt	Pe
GRAND	**Grand Totals**				
OBJECT	Description	Budget	Actual	Encumbrance	Balance
***** GRAND TOTAL EXP ACCTS *****					
		218,610.71	90,640.86	120,581.70	7,388 **

Frontier Charter School
Minutes of Meetings of the Governing Body (APC)

**Frontier Charter School
Regular APC Meeting
August 10, 2006**

Members Present: Lynn Aleshire, Narda Butler, Gary Smith, and Tim Scott

Guests: Connie Bensler, Scott Grant

The meeting was called to order at 6:43 p.m. A quorum was not present at the start of the meeting.

Announcements:

Connie Bensler:

- New contact information and position, Charter School Supervisor
- Coho is ASD's new cyberschool. Various courses will be offered including Alaska Studies and Advancement Placement.

APC recruitment: the APC is encouraging people interested to consider serving Frontier as a member of the APC.

New Business:

Principal's Report:

- Frontier met AYP for SY2005/2006
- Academic advisors were in the office throughout the summer. As a result 100 students were enrolled during the summer.
- Current enrollment is 349
- Congratulations to Cal Dunham who has 'unretired' and is now full-time staff.
- Tim will be presenting the SALTT software project at the National Alternative Education Association Conference in February 2007 in Orlando.

Fall Event: An event will be planned for mid-October.

Adjourn

The meeting was adjourned at 8:13 p.m.

**Frontier Charter School
Regular APC Meeting
October 12, 2006**

Members Present: Narda Butler, Marti Deruelle, Greg Miller, and Tim Scott

Guests: Connie Bensler, Scott Grant, Brett McBryde, and Jana Ozturgut

The meeting was called to order at 6:45 p.m. A quorum was not present.

Announcements:

Connie Bensler:

- New contact information and position, Charter School Supervisor – 742-4322
- 07/08 budget development will require a meeting in November for Frontier’s Business Manager

Narda Butler:

- Introduction of both Brett McBryde and Jana Ozturgut, Frontier parents, interested in seats on the APC.

New Business:

Principal’s Report:

- Computer order is awaiting processing at the District level; it is becoming problematic for some families.
- Current enrollment is 369; the count period is underway
- Profiles continue to be scheduled for new students through November
- Tim will receive final word on presenting the SALTT software project at the National Charter School Conference in April 2007 in Albuquerque, NM in the next couple of weeks

Business Report:

- Business activity has increased with student enrollment to the point of nearly reaching the maximum capacity of the staff to process the paperwork.
- Two-week turnaround for reimbursements continues to be the target time frame with the increase in Imprest checking account deposits from the District.
- Over \$200,000 has been paid to Pangomedia to date for software development though the product is not yet able to be used by staff.
- The business office recommends an increase of \$250 per student allocation for high school students (grades 9-12) based upon the foundation formula revenue projected for this year’s enrollment.

SY 0607 Allocations would then be:

K-4	\$1650
5-8	\$1900
9-12	\$2750

- The business office foresees a need for additional staff if and when enrollment reaches 400 students.
- The SY 0708 Budget is currently being drafted. It will be affected by the increasing costs of TRS, PERS and AEA salaries.

Old Business

Pangomedia Presentation:

In lieu of a personal presentation, Pangomedia submitted a Workflow Application Status Report. Mr. Scott will follow through with ascertaining the functionality of the application for staff and families and setting up training.

Adjourn

The meeting was adjourned at 8:48 p.m.

**Frontier Charter School
Regular APC Meeting
January 11, 2007**

Members Present: Lynn Aleshire, Narda Butler, Marti Deruelle, Linda Fode, Brett McBride, Rory McBride, Greg Miller, Jana Ozturgut and Tim Scott

Guests: Connie Bensler, John Aleshire

The meeting was called to order at 6:35 p.m.

Announcements:

Connie Bensler:

- All ASD administrative offices have been moved to the Boniface Pkwy facility

Narda Butler:

- Principal evaluation format and guidelines

New Business:

Guidelines for payment of physical education instruction. After some preliminary discussion no final decision was made on this issue.

Chargebacks to student accounts—issue has to be acted on by ASD Accounting. Connie will report on the results from the District. This issue will also be addressed at the End-of-Year Report for the School Board.

**Frontier Charter School
Regular APC Meeting
March 8, 2007**

Members Present: Lynn Aleshire, Narda Butler, Marti Deruelle, Linda Fode, Brett McBride, and Greg Miller

Guests: Connie Bensler, John Aleshire, Joe and Debraly Gamache

The meeting was called to order at 6:42 p.m.

Visitor Input:

The Gamaches had comments about business practices and reimbursements.

Announcements:

Connie Bensler:

Old Business:

Business relationship with PangoMedia was discussed. The transfer of the software project to 3Shapes is complete.

Executive Session: The APC moved into Executive Session at 7:28 to discuss the Principal's evaluation.

Adjourn

The meeting was adjourned at 7:57 p.m.

Principal's Report

- Discussed how to treat swimming lessons, data from learning profiles, new website design
- Enrollment stands at 382
- Status of projects with Pangomedia

Adjourn

The meeting was adjourned at 8:25 p.m.

Frontier Charter School

Descriptions of Charter School Activities

Description of Activities

Frontier Charter School was approved by the State of Alaska Board of Education in March of 2003 and has become the newest publicly funded program for homeschoolers in Anchorage.

A public Anchorage School District school, Frontier is designed to help home schooling families realize their goal of pursuing academic excellence - one child at a time. We help families choose appropriate curriculum for each child, utilize the best technology for accessing school services, and build a home school community that makes data driven decisions based on a series of assessments we call the Frontier Learning Profile. Learning profiles are offered to Frontier Charter School students to help parents build a map or picture of their child's unique learning patterns.

Our objective is to work with the family as an intervention team to identify the unique abilities of individual learners to empower students to effectively make connections: What students need to learn, how they will learn it, and/or how they can express what they have learned. Our core belief is, as their current patterns are understood we can help the students become aware of these and facilitate their growth.

Staff Making A Difference

The Frontier Charter School staff has distinguished themselves in two areas: (1) outstanding customer service and (2) administration of the educational intervention assessments through the use for the Frontier Learning Profile.

Comments taken from the Spring Frontier Customer Service Survey reflect a high rate of satisfaction. The Frontier survey enjoys a relatively high rate of return (30%+). The survey is conducted through the secure services of KeySurvey.com. Survey results, including comments, have remained consistently high for four years. The following are the *all* of the unedited comments taken from our surveys:

- I value support for my secondary students in preparing them for graduation.
- I like the family friendly atmosphere. I love coming to see all of the staff at the school!!
- The office staff is friendly and they answer questions timely; I like the variety of material and program selection; PATIENCE with me!
- The staff is friendly and helpful.
- I value the freedom to choose what is best for my children.
- It is important for me to have the freedom and financial ability to educate my children in the ways that best suit their needs, both educationally and physically. The independence and hands off approach Frontier gives me as my child's educator. The resources provided: teacher assistance, computer option, tutoring that is available to help me. The ILP's keep

me in check and organized as to what I am covering each year and how that measures up with the public school standards.

- I like the one on one service
- The appreciate the willingness of the staff to go the extra mile in helping the parent to be in charge of the educational instruction. Helping to solve resource questions and curriculum choices.
- I like the office help available most of the time. Way to go Margie! The Learning Profile was very helpful and worth it.
- The friendliness and approachability of the staff is great. I value the services provided (like the learning profiles)). And last but not least -- a very little amount of paperwork.
- I value the learning style [profile] program.
- We love this school.
- It would be great that when we receive email about workshops and other things if they can be paid by our funds or if we have to pay with our own funds.
- Most the people in the office at Frontier are helpful. I also value the Learning Profile information I got from Nancy.
- I really appreciate the fact that they treat each child as an individual. Both of my children benefited from the profile test. (Especially *student name deleted*). She was thoroughly encouraged by what she learned about herself. It was a big boost to her self-image.
- The flexibility
- We value the local support and network.
- We value the staff
- The openness. I enjoy the friendly front office staff and the staff that has worked with my child!
- I like the Individualized learning for our 1st grade daughter.
- I appreciate the office staff. However, I thought I would value the profile testing and that is a big reason we choose this program over IDEA but we still have not received the testing. I am disappointed in the information we had concerning reimbursements and what frontier will pay for. There were some things this year that we had to pay for out of pocket because frontier couldn't pay a private lesson, but we did not know this coming into the program because this was not an issue when we were in IDEA.
- My children have a better opportunity for one-on-one learning in my home. Frontier makes funding this experience easy and answers my queries with valuable information so that I may make informed, intelligent decisions in selecting the materials to achieve my purpose, to prepare my children for life.
- The advisors available without badgering us to communicate. Also, we appreciate Margie and her helpfulness.
- It's a place to help your child finish up his schooling when he doesn't quite "fit" in the regular schools.
- We like being able to choose curriculum that best suits my child's learning style and the level at which he is working. We also really appreciate having the option to participate in battle of the books, the spelling bee, the science fair, etc.
- I value the co-operation, friendliness, and helpfulness
- Everyone is friendly, professional and very helpful.
- They are all great!

- Principal: have never interacted with him during the three years we have been a part of the school! Does he really exist? What does he do? Scott Grant: he has basically been helpful with my situations, though I sometimes feel I have to walk on eggshells around him. I have had two friends with whom he has been very rude. LaNore: what a gem! Always available, helpful and polite! Margie: another gem! Very helpful and informative!
- Scott Grant is a joy to work with and always willing to listen to compliments and complaints regarding vendor relationships. I have found myself engaged in general conversation after our "business" was concluded, and he always finds an answer to my questions. GREAT JOB!
- Margie, Lanore, and Mr. Grant have been very helpful in providing any help or assistance I have needed in regards to reimbursements and requisitions. They are professional and friendly.
- Margie and Mr. Grant have been very helpful.
- Thank you Frontier staff.
- I want to thank Nancy Hiney for all of her time and attention that she has given to my children and me. I feel so comfortable talking to her about any number of subjects or issues that have come up.
- Nancy has been very helpful as well as Margie. Thanks.
- Both advisors I have had contact with Pat and Cal have been most helpful.
- Margie Mitchell and Cal Dunham have been particularly helpful over the last few years with both my children.
- Everyone who helped us get "set up" at Arctic Gymnastics were very helpful, friendly, polite and sincere. Thank you!
- I have so appreciated Cal's support and encouragement. Scott has also been a great resource! Thank you!!!
- All three counselors have provided assistance in a new world of education for me. Margie and LeNore are great, responsive people!
- Thank you Nancy, Scott and Margie for your valuable contribution to our son's education.
- Nancy Hiney's been wonderful! She's been very helpful in seeing my son's strengths, and she's always encouraging, even when I'm discouraged. :)
- I have been very pleased with the office staff and the advisors. I wish the reimbursement process were timelier. 4 - 6 weeks would be much better those 8 - 12 weeks...
- Nancy, Margie, Cal and Lenore are the people we interfaced with this past year. They were great!

In addition every staff member, including the classified staff, has completed extensive training by taking classes on student intervention techniques.

This team of educators has distinguished themselves as experts in student learning and they are all certified to administer the comprehensive with four years of training and work the office staff of Frontier Charter School has served as a model of how professional and paraprofessional staff members can work for together for the good of all students.

What is a Learning Profile?

A learning profile is a map or picture of an individual's unique patterns of attaching and perceiving information, processing and organizing it, and operating within the three domains of the mind or the soul; the cognitive or intellectual, the emotional, and the volitional or will (values)

EVERY child has exciting potential to learn but no two children learn alike. It is one of the most marvelous opportunities in life, to discover the unique world-view of each child. It is important to really listen to children. Through intelligent AWARENESS, observing, listening and testing we can learn much about the ability and achievement levels of children. Through listening and observing children functioning in different situations we can identify the level on which students are functioning and begin to understand the uniqueness of each individual. As their current patterns are understood we can help the students become aware of these and facilitate their growth. In this way we will be better able to help our children become all they can be.

Profile Fundamentals

The Frontier Learning Profile (FLP) assesses learning in cognitive, emotional and volitional domains. By analyzing these fundamentals we identify the ways they impact learning. The FLP assesses learning patterns, styles/preferences and academic achievement in reading, writing and math. By scoring, interpreting, using, and communicating results the FLP helps us to compile a repertoire of ways to adjust the educational program for the home school student. In short, we use the FLP to apply assessment and *intervention techniques* to individualized learning plans.

Our Objective

Our objective is to develop software that will help the intervention team identify the unique abilities of individual learners to empower students to effectively make connections: What students need to learn, how they will learn it, and/or how they can express what they have learned.

The Dream: Student Learning Aptitude Tracking Tool (SALTT)

In accordance with Frontier Charter School's original goals, we've established a functional and informative school website. We allow for painless on-line enrollment. Families enjoy spam-free, school-specific e-mail access, and an online Individual Learning Plan (ILP) module has been developed. Work continues on the searchable curricula database that exists now only as a list of web-links. In keeping with our original focus, we are currently exploring future technological goals. First, we are creating searchable curricula database. Second, we are developing a brand new tool, which we have called the Student Aptitude and Learning Tracking Tool; Or, SALTT for short. This software application will be designed to be an online, multi-faceted tool that will track: a student's individual learning profile, a student's progress in mastering standards via ILP evaluations and high stakes test results. Through leveraging assessment results from diagnostic assessment such as WorkKeys, ultimately SALTT will generate a Life Placement Document that defines proficiencies that can be used for a college essay, job resume, and/or career pathways.

Focused Instruction with the Frontier Learning Profile: Successful, Sustainable, and Replicable

SALTT will be rolled out, module by module, as part of a strategic budget over a five-year period. The first SALTT module we would like to make available to our public within 12 months. Over the past three years the staff at Frontier Charter School has assessed over 300 students using the Frontier Learning Profile. Completing each of the assessments can take one staff member up to eight hours (per student). By all accounts the time we invested has been worth it! Based on formal and informal survey data, participation in the Frontier Learning Profile is the primary reason parents chose our school. The success of the FLP has placed a time demand on our staff. Consequently we are now in need of a software solution to manage the massive amounts of data and decrease the amount of time our advisors spend reviewing data. Our software solution must ultimately provide data-driven placement advice.

We would like to shift the portion of the profile that currently reveals norm-reference data (WIAT II) to a diagnostic tool that pinpoints the exact location each student should begin mastering Alaskan grade-level expectations. We believe that the true power of this new technology is based fundamentally on individual Learning Profiles. We also believe that within a calendar year we can have developed, for homeschool parents and all classroom teachers, a tool they can use individualize instruction based on diagnostics that accurately align to the grade level expectations in the core subject areas of math, reading, and writing.

Frontier Charter School
Copy of Lease

COMMERCIAL LEASE: BASIC PROVISIONS

1. PARTIES:

- 1.1. Lessor: The Lessor is Mary L. Williams, an unmarried woman, whose address is 1171 West 68th Court, Anchorage, Alaska 99518.
- 1.2. Tenant: The Tenant is Frontier Charter School, whose address is 2448 Brook Drive, Anchorage, Alaska 99517.

2. PREMISES:

- 2.1. Description: The premises to be demised to Tenant under this lease (hereinafter, the "leased premises") are Units 8 and 9 totaling 2,895 square feet of a certain shopping center (hereinafter, "Shopping Center") 400 West Northern Lights Boulevard, Anchorage, Alaska 99503.
- 2.2. Condition. The leased premises are demised to and accepted by Tenant in excellent and fully serviceable condition, except for and limited to those conditions that are listed at Attachment "A" to these Basic Provisions. If there are no such excepted conditions, Attachment "A" shall state "none."

3. LEASE TERM, EXTENSIONS, RIGHT OF RENEWAL, HOLDING OVER:

- 3.1. Term: The term of this lease shall commence on the first day of May, 2003 and run for a period of 62 calendar months. The lease will terminate in due course on the last day of July 2008, unless earlier terminated in accordance with the provisions hereof.
- 3.2. Extensions: The Tenant shall have the right to exercise no extensions of the lease term of 0 months each. The exercise of one or both of these extensions by Tenant shall be following the furnishing of written notice by Tenant of its intent to Lessor ninety days in advance of the date on which the lease is otherwise set to terminate. Any extension by Tenant shall be in accordance with the terms and provisions of this lease, except that the minimum monthly rental shall be increased N/A percent during each extension from the minimum monthly rental in effect at the time the notice is furnished. Once Tenant has delivered the notice of intent to exercise an extension of the term of the lease to Lessor, Tenant shall be bound to the lease for the period of the lease running through the extension and Tenant shall have no right to rescind the notice of intent.
- 3.3. Right of Renewal: Except for the extensions provided for herein, herein, Tenant shall have no right to renew this lease, or any particular term or provision of the lease.
- 3.4. Holding Over. If Tenant holds over at the end of the lease term, or at the end of any extension thereof, the minimum monthly rent during the holdover period shall increase to 150 percent of the minimum monthly rent in effect immediately before the holding over by Tenant commenced. Tenant shall be bound by all other obligations of this lease and Lessor shall have all rights under this lease during

any period of holding over. Notwithstanding the foregoing, Tenant shall have no continued right of occupancy as a result of the holding over, and shall be in material default of this lease as a result of the holding over. Tenant expressly acknowledges that it has no right at any time to hold over, that Lessor will suffer substantial economic and other damage as the result of any holding over by Tenant, and that Lessor may, without further requirement of notice to Tenant, take any and all actions necessary in Lessor's sole discretion to secure Tenant's ouster.

4. RENT:

4.1. Minimum Monthly Rent: The minimum monthly rent due under this lease, calculated at \$1.35 per square foot for the 2,895 square feet demised hereunder, shall be \$3,908.25, which is due and payable on the first day of each month of the lease term along with Tenant's payment for common area expenses for common area trash removal, common area electricity costs and common area snow plowing and clearing along with other similar costs identified in the Technical Provisions to this lease, which is \$289.50 (2,895 square feet x \$0.10 per square foot) and all other late charges, interest and other amounts otherwise due Lessor under this lease. Tenant may pay the minimum monthly rent and aforesaid further amounts without penalty by the fifth business day of the month in which due. Lessor shall furnish Tenant with a monthly statement showing the amount due for the next month on or about five business days prior to the end of the preceding month. The failure of Lessor to furnish this statement at any time shall not excuse Tenant from the requirement to timely pay the minimum monthly rent amount set forth above, and to further promptly pay any additional amount due following Tenant's receipt of the statement.

4.2. Late Charge and Interest. A late charge of one and one-half percent shall accrue on any minimum monthly rent not paid by the fifth business day of the month. Interest of one percent per month shall run on all amounts not timely paid until payment in full is received. All payments received shall first be applied to accrued late charges and interest, then on outstanding amounts due.

5. SECURITY DEPOSIT: Tenant shall pay Lessor a security deposit of \$3,908.25 prior to taking occupancy under this lease. Lessor shall have no other obligation to Tenant in connection with this deposit other than to return it, or any portion of it, to Tenant following termination of the lease, as is appropriate hereunder. Landlord shall expressly have no obligation, without limit, to pay interest on the deposit or to maintain it in any particular place or manner while in possession of the deposit. If the security deposit or any portion of the security deposit is to be returned to Tenant following termination, it shall be returned within 30 days of termination. If Lessor is retaining the security deposit or any portion of the security deposit, Tenant shall be furnished an explanation of the reason why such is the case within the aforesaid time.

5.1. Normal Termination: This lease shall terminate in due course upon the last day of the lease term, and the Tenant shall quit the leased premises leaving them in their

original condition, normal wear and tear excepted, and "broom clean" and otherwise as provided herein.

5.2. Early Termination:

- (a) The Lessor may terminate this lease prior to its normal termination if and when:
 - (1) The Tenant is involved in any reorganization or bankruptcy proceeding, other similar proceeding in which the Tenant voluntarily or involuntarily seeks to defer, reduce, or eliminate any debt or obligation to its creditors.
 - (2) The Tenant is in default hereunder or is in material breach of any of the provisions hereof for a period of or exceeding thirty days after written notice of breach or default from the Lessor.
 - (3) The Tenant vacates or otherwise abandons the premises for any period. Early termination by the Lessor shall not reduce or eliminate the Tenant's obligations for the full term of the lease; however the Tenant shall be able to offset against any such remaining obligation any rent collected by the Lessor from a subsequent Tenant less any costs or charges incurred by Lessor in connection with the re-leasing.
- (b) The Lessee may terminate this lease prior to its normal termination if and when the Anchorage School District terminates the funding of Tenant or cancels or terminates the charter contract between the Anchorage School District and Tenant. In such event, the termination shall be effective the last day of the month falling 90 days after Tenant gives Lessor written notice of Tenant's intention to terminate under this provision (i.e. if the notice was given April 10, 2005, this lease shall terminate on July 31, 2005). Early termination under this provision by Tenant shall end Tenant's obligations to Landlord under this lease as of the date of termination except for any obligations that are required to have been met or undertaken by Tenant prior to the termination date but which have not been or that are otherwise expressly provided in this lease to survive termination.

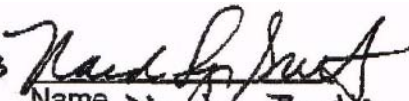
6. **USE OF PREMISES:** Tenant is leasing and occupying the leased premises in undertaking Tenant's business, which is named Frontier Charter School. The business activities of Tenant are generally as follows: operation of the business offices of a charter school. Tenant shall have no right absent the written consent of Lessor to operate any other business or engage in business activities that differ materially from the above at the leased premises.

7. **INCORPORATION BY REFERENCE:** The Technical Provisions are a part of this lease and are incorporated herein by this reference. Other documents setting forth provisions incorporated into this lease by reference are listed at Attachment "B" to these Basic Provisions. If there are no such incorporated documents, Attachment "B" shall state "none." Tenant, by its signature on this lease, acknowledges receipt of all lease

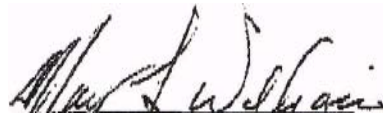
documents at the time of signature. Should a term or provision of any document incorporated by reference be inconsistent with these Basic Provisions, the term or provision of these Basic Provisions shall be applied. |

8. REFERENCE DATE: For purposes of reference only, the date of this lease is the /
day of /y#V....., 2003.
IN WITNESS WHEREOF:
FOR TENANT f

Date

20 March 03 
Name Narda Butler, Frontier APC

FOR LESSOR



COMMERCIAL LEASE: TECHNICAL PROVISIONS

1. PARTIES:

- 1.1. Parties: The parties to this agreement are the Tenant and Lessor shown in the Basic Provisions to which these Technical Provisions are attached.
- 1.2. Liability: From the occupancy date hereof, Tenant shall be liable for all obligations under the lease.
- 1.3. Prohibited Activities: Under no circumstances shall the Tenant operate a business or perform any activity which is in violation of any law, statute, ordinance, covenant, or restriction which applies to the Tenant or to the Lessor or which is appurtenant to the property on which the leased premises are located. The Tenant shall not use any loudspeakers or otherwise cause or permit any excessive noise to be heard outside of the leased premises.

2. PREMISES:

- 2.1 Generally: The "Shopping Center" is a certain building and lot located at 400 West Northern Lights Boulevard, Anchorage, and Alaska. The "common areas" are all areas of the Shopping Center that are accessible to the public or otherwise to all tenants that are not included among the square footage of the Shopping Center building that is held out for lease. The "leased premises" is that portion of the Shopping Center that is leased by Tenant as further described in the Basic Provisions. Tenant is hereby granted a limited non exclusive license for use of the common areas.
- 2.2 Condition of Leased Premises and Common Areas: Except as expressly noted in the Basic Provisions, Tenant accepts the then current condition of the premises and of the common areas, and accepts responsibility therefore as follows:
 - (a) The Tenant agrees to maintain the leased premises, as received, except for normal and reasonable wear and tear. The Lessor shall undertake the maintenance of the common areas.
 - (b) The Tenant shall keep the leased premises clean, orderly, and in compliance with all federal, state, and local ordinances, including those relating to health, sanitation, and hygiene. The Lessor shall undertake same for the common areas except that, should any act of Tenant, its agents, employees, or servants cause the common areas not to be clean, orderly, and in compliance with all federal, state, and local ordinances, Tenant shall promptly secure the return of the leased premises to the appropriate condition.
 - (c) The Tenant shall repair, at its own cost, all damages to the leased premises, except those caused by the Lessor, its agents, or by force majeure. All repairs shall be done in a workmanlike manner, and within a reasonable time after the damages have occurred. The Lessor shall undertake same for the common areas except that, should any act of Tenant, its agents, employees, or servants cause the common areas to be damaged, Tenant shall, if the amount of the damages is less than \$500.00,

promptly and at its own expense secure the return of the leased premises to the appropriate condition. If the amount of damages to common areas caused by such act is \$500.00 or more, Tenant shall immediately notify Lessor of the situation, and Lessor shall then, in its discretion, authorize Tenant to secure the return of the leased premises to the appropriate condition at Tenant's expense or shall do so on its own at Tenant's expense.

- (d) The Tenant expressly assumes all risk of injury or damage to Tenant's property and for injury to any and all persons on the leased premises, unless such injury or damage is caused by a structural failure of the roof or exterior walls of the Shopping Center.
- (e) The Lessor has the right to enter the leased premises during the Tenant's normal business hours to insure compliance with the provisions of this lease relating to the condition of the premises and the use thereof. The Lessor may enter the common areas at any time.
- (f) The Tenant shall keep the leased premises free from all waste, trash, debris, or other refuse, and shall use only the provided enclosed area for the disposal thereof. The Lessor shall undertake same for the common areas except that, should any act of Tenant, its agents, employees, or servants cause waste, trash debris or other refuse to come on to the common areas, Tenant shall promptly secure the removal and proper disposal of same.
- (g) The Tenant, its agents, employees, or servants shall not produce, maintain or otherwise permit or allow to be brought on the leased premises or common areas any hazardous substances or toxic waste, as broadly defined, absent the written consent, furnished in advance, of the Lessor on such terms and conditions Lessor would require in its sole discretion and following full and complete written disclosure by Tenant of the nature of substance or waste involved, and of all other relevant facts and circumstances, and providing such assurances and security as Lessor, in its sole discretion, would require. The Tenant shall at all times hold Lessor harmless and defend and indemnify Lessor for any act of Tenant, its agents, employees, or servants involving hazardous substances or toxic waste affecting the Shopping Center, Lessor's other tenants, Lessor's employees and agents, and patrons of and other persons at the Shopping Center. The furnishing by Lessor of any consent to Tenant in connection with hazardous substances or toxic waste shall not be deemed a waiver by Lessor of the foregoing rights. Lessor may, for reasonable cause and without prior notice, revoke or suspend any consent furnished Tenant in connection with hazardous substances or toxic waste, and Tenant expressly agrees and acknowledges that the furnishing by Lessor of any particular consent shall not create any right, vested or otherwise, or expectation that the consent will be continued or renewed at any future time, or that other consents in connection with other hazardous substances or toxic waste will be furnished by Lessor at any future time.

- 2.3. Interior Alterations: The Tenant may make interior alterations to the leased premises if the Lessor consents in writing or if the Lessor fails to object to such alterations within thirty days after receiving written notice thereof which includes complete and detailed plans and specifications for such alterations. The Tenant shall make such alterations at its own expense, and in compliance with extant building codes and all other applicable laws, ordinances, and rules. Upon the termination of the lease, the Lessor shall have the option to retain such alterations as permanent improvements to the leased premises or to require the Tenant to restore the leased premises to their original condition, except that Lessor shall not have any right to so require Tenant to remove interior alterations to the extent same are in the nature of reasonable modification and adaptation of the leased premises for general office space use. Lessor shall identify any alterations proposed by Tenant that Lessor, in its reasonable judgment, does not believe are in said nature within the aforesaid thirty day time period provided, and shall further be barred from* requiring the removal of any alteration on termination not so identified.
- 2.4. Exterior:
- (a) The Tenant shall not modify or alter the exterior of the leased premises, nor shall it use, except as otherwise expressly provided in this lease, the parking lot, sidewalks and walkways, or other common areas for any business activities, including the placement of merchandise, signs, or advertising. Without the Lessor's prior written consent, no sign, shade, awning, antenna, or other device or structure shall be placed on the exterior of the Shopping Center building, in the common areas, or on the rear, side or front exterior walls of the leased premises. Any consent granted by the Lessor shall be only on the condition that any such device or structure shall be consistent with the general appearance of the Shopping Center and shall not violate any provisions of this lease, including any restrictions that are incorporated by reference.
 - (b) Notwithstanding the foregoing, the Tenant may conduct from reasonable time to time a "sidewalk sale" on the sidewalk or walkway outside of and immediately adjacent to the leased premises with the advance written permission of the Lessor and only on the express condition that the Lessor shall have the right to withdraw permission if the sale is conducted in a manner that materially interferes with the business activities of other tenants or otherwise interferes with the safety or free and efficient movement of patrons of and other persons at the Shopping Center.
 - (c) The Lessor shall keep the exterior of the leased premises in good order and repair. All repairs shall be done in a workmanlike manner, and within a reasonable time after any breakdown, malfunction, accident or damages have occurred. Notwithstanding the foregoing, should any act of Tenant, its agents, employees, or servants cause the exterior of the leased premises to be not in proper working order or otherwise damaged, Tenant shall, if the amount of the repair or damages is less than \$500.00, promptly and at its own expense secure the return of the exterior of the leased premises to

the appropriate condition. If the amount of damages caused by such act is \$500.00 or more, Tenant shall immediately notify Lessor of the situation, and Lessor shall then, in its discretion, authorize Tenant to secure the return of the exterior of the leased premises to the appropriate condition at Tenant's expense or shall do so on its own at Tenant's expense.

- 2.5. **Business Operation:** The Tenant shall use the leased premises exclusively for the business activity set forth in the Basic Provisions. The Tenant shall not directly or indirectly compete with the business activity of another tenant, nor shall it operate a business similar to any tenant of the Shopping Center, including itself, within a radius of one mile of the Shopping Center. For the purposes of this lease, if the business activities of Tenant and another tenant do not overlap more than twenty-five percent with the other, they shall not be deemed to be in competition with each other.
- 2.6. **Signs and Posters:** The Tenant's signs, posters, and other advertising materials shall be neat and well-maintained. The Lessor shall have the right to demand the removal of any material which, in the Lessor's sole judgment, detracts from the appearance of the Shopping Center; is offensive, in poor taste, misleading, or otherwise detrimental to the business operation of the Shopping Center's other tenants.
- 2.7. **Destruction:** This lease shall terminate and all prospective obligations of both parties shall cease when the leased premises are destroyed. The leased premises shall be considered destroyed if:
 - (a) The cost of the necessary repairs will exceed the value of the leased premises after the repairs are made; or
 - (b) The making of the repairs will disrupt the Tenant's normal business operation longer than sixty days. The lease shall also terminate in the event any portion of the Shopping Center building is destroyed to the extent that the making of the repairs will disrupt the Tenant's normal business operation longer than sixty days.
- 2.8. **Reduction of Rent:** If the leased premises or common areas are materially impaired, but not destroyed, through no fault of the Tenant, the minimum monthly rent shall be equitably adjusted for the reduced utility of the premises while repairs are being made. The Lessor shall not, however, be liable for any damages beyond the cost of the repairs for any impairment for which it is responsible, and the Tenant agrees that the Lessor shall not, in any event, be responsible for any incidental or consequential damages resulting from the impaired facilities, regardless of cause.
- 2.9. **Eminent Domain:** This lease shall terminate and the parties' prospective obligations hereunder shall cease if the leased premises are made unusable by reason of condemnation by reason of eminent domain. The Lessor shall be entitled to the full award under the proceeding, unless a portion of the award or settlement is specifically allocated to the Tenant. If the leased premises are not

rendered completely unusable, but the size thereof is reduced, the Tenant's Minimum Monthly Rental shall be reduced on a pro rata basis. Notwithstanding the foregoing, Tenant may, following such a reduction in size, reasonably determine that the size of the leased premises remaining is too small to be usable for Tenant's purposes, and may at its option terminate this lease effective the last day of the month following the month in which written notice of termination for this reason is given to Lessor.

2.10. Surrender Upon Termination: At the conclusion of the lease term, or when circumstances otherwise provide for termination of the tenancy, the Tenant shall peacefully vacate the leased premises, leaving them clean and in their original condition, except for normal wear and tear. Unless such property constitutes security for unpaid obligations hereunder, the Tenant shall, at its own expense, remove all of its personal property and trade fixtures from the leased premises prior to the termination of the lease. Lessor, at its sole option, may waive removal of some or all of the property and fixtures. Prior to the termination of the lease, the Tenant shall further:

- (a) Repair any damages to the leased premises which occurred during the Tenant's occupancy, regardless of cause (except damage caused by the Lessor without reasonable cause);
- (b) Repair or, at Lessor's option, pay for any repair to common areas in connection with damages for which Tenant is responsible under this lease; and
- (c) Remove and, as appropriate, properly dispose of all hazardous substances and toxic waste maintained, stored or otherwise permitted by Tenant to be at or on the leased premises or other areas of the Shopping Center. This action is required without regard to whether such substances or waste were present with or without the consent of Lessor furnished pursuant to this lease. Lessor shall have, in its sole discretion, the right to require Tenant to furnish a written certification stating that such removal has been undertaken prior to deeming these actions to have in fact been accomplished. Until all the foregoing requirements are met, the lease shall not be deemed to be terminated, notwithstanding the fact that Tenant has vacated. Tenant's obligation to pay rent, in such event, shall continue until all of said requirements are met and the lease is terminated.

3. PAYMENTS:

3.1. Security Deposit: At all times during the term of the lease, the Tenant shall maintain a security deposit equal to the amount shown in the Basic Provisions.

- (a) The Lessor is authorized, as provided following, to apply such deposit to any of the Tenant's obligations hereunder, including, but not limited to, rent, cleaning, maintenance and repairs. The Lessor may do this on ten days written notice to Tenant stating the reason or reasons why such action on Lessor's part would be deemed necessary at any time under circumstances reasonably demonstrating that such action is appropriate.

Tenant shall then have the ten day notice period to address the obligation, after which time and in the event of Tenant's failure to so do, Lessor may act to apply the deposit without requirement of further notice. In such event, Lessor shall furnish Tenant within a reasonable time written notice that such application of the deposit has made. The notice shall include a demand that Tenant restore the security deposit to the original amount, or to any other amount required under this lease.

- therefore,
- (b) The Tenant shall, within five days after receiving written demand pay over to the Lessor the amount specified in the notice.
 - (c) If the Tenant is late paying rent for three consecutive months or for four months in any 12-month period, or has otherwise materially failed to honor Tenant's obligations under the lease despite Lessor's written demand warning Lessor of the specific circumstances of the failure and demanding that Lessor correct the situation, the Lessor shall have the right to double the required security deposit for the remaining term of the lease.
 - (d) Upon the termination of the lease, the Lessor may retain as much of the security deposit as is necessary to meet the Tenant's unpaid obligations hereunder. The Lessor shall send to the Tenant an accounting of the funds so used, together with any remaining balance within 10 days after the termination of the lease or as required by law, whichever is earlier.

3.2. Notice of Adjustments: No late charges allocable to any increased minimum monthly rent shall begin to accrue until the Lessor has furnished the Tenant, at or about the time the increase is to occur, with written notice of the increase, which may be in any form that communicates said information; however, failure to give such notice shall not affect the Tenant's liability for the increase itself and shall not preclude the Lessor from seeking payment for any unpaid amounts at any time.

3.3. Acceleration: The Tenant shall, upon written demand from the Lessor, pay in full all payments to be paid hereunder by Tenant for the full term of the lease:

- (a) If a payment of rent is not received by the Lessor within thirty days of when due; or
- (b) The Tenant is otherwise in breach of a material provision hereof or in default hereunder and fails to rectify the breach or default within thirty (30) days' after receiving a written demand to do so from the Lessor or Lessor's representative. The payments to be paid hereunder shall be the Minimum Monthly Rent multiplied by the number of months remaining in the lease term.

4. MISCELLANEOUS PROVISIONS:

4.1. Miscellaneous Definitions:

- (a) A "year" is any twelve consecutive calendar months, and ends on the last day of a calendar month. A "calendar year" is the year beginning January 1st and ending on December 31st. A "lease year" is the year beginning on

the first day of the month in which the occupancy date falls (and each anniversary thereof).

- (b) "Force majeure" is the cause' of any event over which neither party has any control, including so-called "Acts of God"; war and civil disturbances, and other criminal activities; labor disputes; changes in laws and governmental regulations; fire and other catastrophes; and the like (except those specifically caused by the negligent or intentional act of a party).
- (c) The Tenant shall be deemed to have "vacated" the premises when it surrenders the premises to the Lessor; when no business activity is conducted for a period exceeding six weeks; when the Tenant substantially removes its property from the premises; or when it declares to any person that it no longer intends to pay rent or conduct business or otherwise comply with the terms of this lease. Notwithstanding the foregoing, Lessor acknowledges that the nature of Tenant's business operations involves school activities that are dependent on the Anchorage School District's yearly calendar, and that Tenant's business operations may be intermittent or suspended altogether during summer and other extended school vacation periods, and that no "vacation" of the leased premises shall be deemed to have occurred during any such period absent other reasons for determining that Tenant has vacated.
- (d) "Common area costs" shall mean all costs of the Lessor in operating the Shopping Center and shall include, without limit, all costs to maintain the shopping center and its common areas, including gardening and landscaping; lighting; general repairs and maintenance; snow removal; Shopping Center trash, refuse, and debris removal; security costs, including security patrols and alarm systems; and any other costs and expenses associated with compliance with other requirements of the Shopping Center that are incorporated in this lease by reference.

4.2. Advertising: The Tenant shall not use any method of advertising or promoting its business which detracts from the business of the Shopping Center or its other tenants.

4.3. Utilities: The Tenant shall pay for all utilities and services, including, without limit, water, heat, natural gas, garbage collection, water, wastewater and sewage, and electricity used or consumed inside the leased premises. Lessor shall provide separate meters for any such utility that is metered so as to allow an accurate and correct means of calculating Tenant's payment obligation.

- (a) The expenses allocable to vacant premises shall not be allocated to the Tenant, and the Lessor may not add any collection fee, surcharge, or profit.
- (b) The Lessor shall not be responsible to supply to Tenant for the leased premises any utility or service or for any interruption thereof.

4.4. Taxes and Assessments: The Tenant shall pay all taxes and assessments allocable to its business and its personal property and trade fixtures, as follows:

- (a) The Tenant shall pay all taxes assessed on the Tenant's personal property inventory, equipment, and trade fixtures, wherever located.
 - (b) The Tenant shall pay all property taxes and assessments based upon improvements made by the Tenant, should such result in an increase in the amounts that are otherwise due. The amount paid by Tenant shall be based on the increase in the assessed valuation allocable to such improvements, or based on the actual costs of such improvements if the increased assessment cannot be reasonably allocated.
 - (c) The Tenant shall pay all taxes and assessments promptly, and the Tenant shall not permit any such amount due of any sort or description to become a lien on the leased premises.
- 4.5. Indemnification: The Tenant shall defend, indemnify and hold Lessor harmless from all lawsuits, liability, and claims arising with respect to the leased premises or their condition, regardless of the identity of the claimant or claimants, including the Tenant's officers, agents, employees, licensees, customers, clients and other invitees; except to the extent that such damage of injury is caused by the structural failure of the roof or exterior walls of the Shopping Center.
- 4.6. Insurance: The Tenant shall maintain property and casualty insurance covering all types of public liability. Evidence of such insurance must be furnished to the Lessor at or about the time of entry by Tenant into this lease and the policy must be satisfactory to the Lessor with minimum coverage of at least \$250,000 for bodily injury or death for each person involved and at least \$500,000 for bodily injury or death of more than one person. In addition, there shall be at least \$50,000 coverage for property damage as a result of each occurrence or accident, and the insurance must cover glass breakage and the electrical sign(s) on the exterior of the leased premises. The Tenant shall provide, on an ongoing basis, the Lessor with a certificate or other proof of continuing insurance coverage, and the policy shall provide for notice to the Lessor at least ten days prior to the expiration or modification of any coverage.
- 4.7. Reimbursement: If the cost of the Lessor's insurance is increased because of the Tenant's business, merchandise, equipment or activity, the Tenant shall reimburse the Lessor for such increased cost. A letter from the Lessor's insurer shall be conclusive to determine the increased cost and to demonstrate its proper allocation to the Tenant's business. ,
- 4.8. Liability of Lessor: The Lessor shall not be liable under or in connection with this lease for property loss or damage or for personal injury resulting from any cause, including defects in the leased premises other than those caused by the Lessor's gross negligence or intentionally tortious acts, or as a result of the structural failure of the roof or exterior walls of the Shopping Center.

- 4.9. Assignment and Subletting: Without the prior written consent of the Lessor, which the Lessor may provide or refuse to provide in Lessor's sole discretion, the Tenant shall not:
- (a) Permit any person or entity other than the Tenant to use the leased premises; or
 - (b) Sublet the leased premises to any person or entity; or
 - (c) Assign, pledge, encumber, or otherwise transfer the Tenant's interest under this lease to any person or entity.
 - (d) Any attempt to do so shall be void and shall constitute a material breach of this lease. A transfer by reason of the Tenant's death shall not be void nor shall it constitute a breach hereunder; however, the successor-in-interest must expressly and in writing assume the Tenant's obligations hereunder and demonstrate its ability to meet such obligations to the Lessor's reasonable satisfaction. If the successor-in-interest does not so assume, or if the Lessor deems the successor-in-interest to not have the ability to meet Tenant's obligations, Lessor may terminate the lease on thirty days' written notice to the successor-in-interest.
- 4.10. Sale of Property: Nothing in this lease shall prevent the Lessor from selling the Shopping Center or any portion of the Shopping Center including the leased premises. Upon any such sale, the Lessor's obligations under this lease shall cease, and the Tenant shall look to the purchaser to enforce its rights and remedies hereunder, regardless of when any alleged obligation arose or breach occurred.
- 4.11. Common Areas: The sidewalk, parking lot, and other common areas are for the use of all tenants and their customers and other invitees in proportion to the square footage of each tenant's premises.
- (a) The common areas shall be used and maintained as provided in this lease.
 - (b) The Tenant shall restrict employee parking to more than fifty feet away (or, if unavailable, the available space furthest away) from the Shopping Center building. No specific areas may be designated for the Tenant's customers, and no obstructions may be placed in the common areas which restrict vehicular or pedestrian traffic to any business concern in the Shopping Center.
- 4.12. Subordination: This lease shall not be recorded, and shall be subordinate to any liens or encumbrances executed by the Lessor at any time; however, any such liens or encumbrances executed after Lessor's entry into this lease shall recognize and take into account the existence and validity of this lease.
- 4.13. Warranty: The leased premises are demised to Tenant by Lessor "as is" and without warranty of any kind, except as expressly set forth in this lease including any portions of the lease included by reference, which is acknowledged by the parties in this regard to set forth their entire agreement. **THE LESSOR HAS NO LIABILITY FOR ACTUAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES** arising from the leased premises or their condition. The Lessor has

made no warranty or other representation regarding the fitness or suitability of the leased premises for any particular purpose to include, without limit, for Tenant's business purposes.

5. ENFORCEMENT OF AGREEMENT:

- 5.1. **Modification:** This lease and any portion of this lease incorporated herein by reference constitute the entire agreement of Lessor and Tenant and supersede and entirely replace any and all other written or oral representations which may have been made by either party to the other. No modification of this lease shall be effective unless it is reduced to writing and signed by the party against whom such modification is to be enforced.
- 5.2. **Notices:** When this lease provides for written notice to be furnished to a party, such notice shall be sent to the party by U.S. first-class mail, by local courier or by overnight delivery service, and a notice shall be deemed delivered when placed in the hands of the delivering agency or entity. Notwithstanding the foregoing, any notice of default or breach must be sent by a method for which a delivery receipt is obtained. Notices shall be addressed to the party's address set forth in the Basic Provisions or to a different address provided by a party to the other in writing from time to time. Notice given under this lease by a party's employee, agent, attorney or other representative shall be deemed notice from the party.
- 5.3. **Enforcement:** This lease shall be construed and enforced under the laws of the State of Alaska. Any party in breach hereof or in default hereunder shall reimburse each other party for all costs reasonably incurred to enforce this lease, including attorneys' fees, and whether or not court proceedings are actually commenced.
- 5.4. **Construction and Severability:** Where the context or circumstances so require the singular form used in this lease shall include the plural and vice versa and references to the masculine, feminine; or neuter gender shall be deemed to be references to any more appropriate gender. Should any particular provision hereof be rendered or determined invalid at any time, such action shall not affect the validity of any other provision.
- 5.5. **Lessor Acting for Tenant:** If, under the terms hereof, the Tenant is obligated to perform an action and fails to do so after the Lessor has given notice, the Lessor is hereby granted authority to act for the Tenant to comply with the terms hereof. The Tenant hereby grants a special and limited power of attorney to Lessor to act as Tenant's agent and attorney-in-fact to comply with the terms of this lease in such event, including, without limit, the power to
 - (a) Remove the Tenant's personal property and trade fixtures belonging to Tenant upon the termination of this lease.
 - (b) Clean, maintain or repair the leased premises.

- (c) Execute documents verifying that this lease is subordinate to mortgages, trust deeds, or other encumbrances executed by the Lessor at any time.
- 5.6. Re-entry and Re-letting: The Lessor shall have the right to re-enter and re-let the leased premises after the termination of this lease, but such action shall not reduce or eliminate the Tenant's obligations hereunder during the full lease term, nor shall it prevent the Lessor from seeking other remedies in its discretion. Any rent collected in such event by the Lessor from a new tenant shall be offset against the Tenant's remaining obligations hereunder. The Tenant's obligations shall include the duty to pay for the expenses incurred by the Lessor in re-leasing.
- 5.7. Additional Security: In addition to the security deposit hereunder, all assets of the Tenant brought onto the leased premises shall constitute additional security for the payment of its obligations hereunder, and the Lessor shall have an automatic lien thereon to the extent allowable by law.
 - (a) If the Tenant is in breach hereof or in default hereunder, the Lessor may, without pre-judgment writ or other legal process and to the extent not otherwise prohibited under the law, enter the leased premises and take all such property, including all personal property, inventory and trade fixtures. The exercise of this right shall not be deemed a termination of the lease unless the lease is terminated as otherwise provided herein.
 - (b) Upon termination of the lease, as provided herein, the Lessor may lock the Tenant out of the premises and otherwise seek enforcement of its rights without limitation.
 - (c) The Lessor shall have the right to sell any of the Tenant's property taken by it at a public or private sale conducted in a commercially reasonable manner, but the Lessor shall publish notice of the sale in any daily paper of general circulation in the Anchorage area for three consecutive days prior to the sale and shall give one week's written notice of the sale to the Tenant, which shall have the right to bid at the sale.
- 5.8. Arbitration: The parties may elect to settle disputes pertaining to this agreement by arbitration, but are not required to do so. In the event arbitration is elected each party shall select an arbitrator and the two arbitrators shall select a third. The parties shall divide-evenly all "up front" costs of arranging the arbitration. All decisions made by a majority of the arbitrators shall be binding on the parties, to include the final allocation of arbitration costs. The arbitration shall be conducted according to the rules of the American Arbitration Association now in fore© or as later adopted. The third Arbitrator shall be a person who has neither a business nor a personal relationship with either party or their legal counsel. Judgment, if any, upon any award obtained in arbitration may be obtained by the prevailing party and such act in doing so shall not be a violation of the foregoing.
- 5.9. Remedies: The remedies under are cumulative, and each party may exercise all remedies pennitted by law In addition to those specifically enumerated herein.

- 5.10. Waiver. Each party has the right to insist on full compliance with terms of this lease at any time, regardless of any one or more past occasions on which such right has been waived.
- 5.11. Relationship: The relationship of the parties is that of lessor and lessee. This lease is not a residential lease or otherwise subject to the Alaska Landlord-Tenant Act. No partnership, joint venture, or other relationship shall be implied from this lease or the parties' conduct

Frontier Charter School
Current By-laws of the APC

Frontier Charter School Bylaws

<i>ARTICLE I:</i>	<i>Offices</i>
ARTICLE II:	No Members
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ARTICLE I: Offices

1. The principal office of the corporation/school (hereinafter "school") shall be located in the Municipality of Anchorage, Alaska. The school shall have and continuously maintain within the State of Alaska a registered office, and a registered agent whose office is identical with such registered office, as required by the Alaska Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the Municipality of Anchorage, Alaska, and the address of the registered office may be changed from time-to-time by the Academic Policy Committee/Board of Directors (hereinafter referred to jointly as the "APC").

ARTICLE II: No Members

1. The school shall have no members. However, the APC shall encourage participation in the affairs of the school by parents, students, teachers and staff members of Frontier Charter School. As set forth in these Bylaws, parents, students and teachers shall have certain voting rights regarding the election of the APC. Actions which by law would otherwise require approval by a majority of all members of the corporation shall require only approval of a majority of the voting members of the APC.

ARTICLE III: Academic Policy Committee

Section 1. General Powers

1. The affairs of the school shall be managed by the APC. The APC shall be a single body. In addition to managing the school, the APC shall have the powers and shall fulfill the duties prescribed in these Bylaws and in Alaska Statutes, including but not limited to A.S. 14.03.250 et. seq.

Section 2. Specific Powers

1. The APC shall perform the following functions :
 - a) Uphold the mission statement as stated in the Frontier Charter School/Anchorage School District contract. It shall also oversee accountability in academics, legal/risk management, finances, operations/maintenance, ASAA activities and capital budgeting issues of Frontier Charter School.
 - b) Ensure that Frontier Charter School, Inc. operates as a nonprofit, nonpartisan, noncommercial and nonsectarian organization. The names of members of the APC in their individual capacity or the name of Frontier Charter School, Inc. shall not be used in connection with any commercial concern, any partisan interest, or for any purpose not appropriately related to the promotion of the responsibilities of the APC.

- c) Promote professional conduct in accordance with Anchorage School District policy.
- d) Select a chief administrator or principal, and delegate those administrative and other duties the APC from time-to-time desires.
- e) Hire or direct the chief administrator or principal to hire additional administrative staff or resource teachers as the APC, in its discretion, deems appropriate.
- f) Monitor the overhead rate, approve annual and other budgets, and take those steps deemed appropriate by the APC to control school administrative and other costs.
- g) Rule on questions of teacher eligibility and contract viability raised by the chief administrator or principal.
- h) Select, or direct the chief administrator or principal to select, qualified directors or coaches for ASAA activities if Frontier Charter School, Inc. participates in those activities.
- i) 10. Review contracts as the APC deems appropriate or upon request of the chief administrator or principal.
- j) 11. Conduct an annual review of the chief administrator or principal, such review to be
 - k) forwarded to the Anchorage School District Superintendent and kept in the chief administrator=s/principal=s personnel file.
- l) 12. Annually review requests for purchase of materials initially denied by the chief administrator or principal, provided such request is sponsored by at least one member of the APC.
- m) 13. Enter into contracts, leases and other agreements which are, in the APC's
 - n) judgment, deemed necessary or desirable for the operation of the school.

Section 3. Actions by the Academic Policy Committee

1. No member of the APC shall act on his/her own in the name of the APC unless so authorized by these Bylaws or by resolution of the APC.
2. APC members will be excused from voting upon, but not from the discussion of, any matter involving:
 - a) a conflict of interest;
 - b) a self-dealing transaction;

- c) indemnification of the APC member; or
 - d) any other matter at the discretion of a majority of the APC members present.
3. It shall be the duty of every APC member to maintain the confidentiality of all APC discussions that are conducted while in Executive Session. Any APC member violating this confidence may be disciplined to the extent and in a manner deemed appropriate by the APC, including removal from the APC.

Section 4. Number, Tenure and Qualifications

1. The initial APC shall consist of the following members for the terms indicated:
- (a) Seat A/Teacher. Gary Smith. Term expires June 2008.
 - (b) Seat B/Teacher. _____ (to be appointed by the APC). Term expires June 2011.
 - (c) Seat C/Parent. Jack Miller. Term expires June 2011.
 - (d) Seat D/Parent. Marti Dereulle. Term expires June 2010.
 - (e) Seat E/Parent. Lynn Aleshire. Term expires June 2009.
 - (f) Seat F/Parent. Narda Butler. Term expires June 2011.
 - (g) Seat G/Parent. Greg Miller. Term expires June 2008.
 - (h) Seat H/Student Representative. _____ (to be appointed by the APC). Term expires annually.
 - (i) Seat I/Higher Education Representative. _____ (to be appointed by the APC). Term expires annually.
 - (j) Seat J/Local Businessperson Representative. _____ (to be appointed by the APC). Term expires annually.
2. Thereafter, the number of APC members shall be seven (7) to nine (9) voting members. The APC members who shall have voting rights shall be those APC members holding the parent seats, the teacher seats, the higher education seat, and the local businessperson seat. The student representative shall act in an advisory capacity only, and shall not have a vote. The term of office for the parent and teacher seats shall be three (3) years. The term of office for the student representative seat, higher education seat and the local businessperson seat shall be one (1) year. All expiring APC terms shall terminate on the last day of June in the year of expiration.
3. There shall be five parent seats (Seats C, D, E, F and G). Of those five parent seats, three (3) shall be elected (Seats C, E, and G), and two (2) shall be appointed by a majority of the APC (Seats D and F). There shall be two (2) teacher seats (Seats A and B). Of those two teacher seats, one (1) shall be elected (Seat A), and one (1) shall be appointed by a majority of the APC (Seat B). At the discretion of the APC, the following three seats may be appointed annually by a majority of the APC: one (1) student member (Seat H); one (1) member representing higher education (Seat I); and one (1) member of the local business community (Seat J). The chief administrator/principal of Frontier Charter School shall not be a member of the APC

and shall have no right to vote at any APC meeting. The chief administrator/principal and the student representative may not attend Executive Sessions without invitation by the APC. The Anchorage School District may appoint a representative to attend APC meetings in an advisory capacity, but such school district representative shall also not have any voting rights and shall not be entitled to attend any Executive Sessions unless invited by the APC.

The eligibility requirements for Academic Policy Committee membership are as follows:

4. Parents. Excluding the initial APC, as set forth above, all parent members of the APC must be the parent or legal guardian of a student enrolled in Frontier Charter School. No parent or legal guardian who has the credentials to serve as a Frontier Charter School teacher is eligible to occupy a parent seat on the APC.
5. Teachers. Excluding the initial APC, as set forth above, all teacher members of the APC must be either an Anchorage School District teacher under contract with one or more Frontier Charter School students or a Frontier Charter School student's parent with credentials that make them eligible to serve as a Frontier Charter School or Anchorage School District teacher, regardless of whether or not such credentialed person is employed by or seeking to be employed by Frontier Charter School or the Anchorage School District. Those individuals who qualify for the teacher seats may only occupy a teacher seat on the APC, not a parent seat.
6. Student Representative. The student representative to the Academic Policy Committee must be a high school student enrolled in the school.
7. Higher Education Representative. Any member of the teaching, administrative and/or research staff of any institute of higher education is eligible for this seat.
8. Local Business Community Representative. Any person who is a member of the local business community, which term shall be broadly interpreted, is eligible for this seat.
9. With the exception of the student representative, no more than one member of a household may sit on the APC at the same time.
10. Members of the APC are required to have e-mail and Internet access. Service shall be paid for by the school. If an APC member does not have a computer, one may be made available for loan.

Section 5. Election/Appointment of Members

1. The terms of the initial members of the APC shall be as set forth above. As to those seats that are to be filled by elections of the Frontier Charter School general community, elections shall be held at the annual meeting during the year each respective member's term expires. As to those seats that are to be filled by appointment of the APC, those appointments shall also be filled at the annual meeting or at such

other time as deemed appropriate by the APC, but such appointments shall be by a majority vote of the members of the APC whose terms are not expiring at the time of the appointment. Appointments may be based upon but not restricted to the report previously delivered to the APC by the APC Development Committee pursuant to Article VI, Section 2 of these Bylaws.

Section 6. Election Committee.

2. In March of each year beginning in the year 2008, the Chair/President of the APC shall appoint an Election Committee of three (3) persons. The composition of the committee shall be two (2) parents and one (1) teacher who each meet the qualifications to vote as set forth in Article III, Section 7, paragraphs 1 and 2. Of these three committee members, at least one person shall be a member of the APC. The Election Committee shall oversee the election process for positions on the APC. Elections shall be conducted by mail in accordance with the procedures for a secret vote outlined in Robert's Rules of Order, Newly Revised, Section 45, Voting Procedure; alternatively, ballots may be cast in person at the school's annual meeting. The Election Committee shall do the following:
3. Receive candidate applications for membership from the APC Development Committee.
4. Prepare a candidate report which may, but need not, include a brief statement not to exceed two typewritten pages from candidates, which statement shall be held at the principal office of the school and be made available to all interested parents, students, teachers and staff members of Frontier Charter School at least two weeks before the annual meeting at which an election will take place.
5. Prepare a secret ballot listing the candidates. No write-in votes will be valid or counted.
6. Ensure that an up-to-date master list of qualified voters is compiled within two weeks preceding the election.
7. Distribute the secret ballots by mail according to election procedures established by the Election Committee or the APC no less than ten days prior to the second Tuesday in May. To be valid and counted, all returned ballots must be postmarked by that second Tuesday in May.
8. Oversee the in-person voting at the annual meeting to ensure that the voting is conducted in a fair manner in accordance with whatever further election procedures the Election Committee or the APC adopt.
9. Tally all eligible votes within one week of the annual meeting, checking names against the master list and also ensuring only a single vote per qualified voter.

10. Advise the candidates and the APC of the election results.
11. Prepare a report stating the results of the election, which report shall be kept at the principal office of the school and be made available for review by interested parents, students, teachers and staff members of Frontier Charter School.

Section 7. Eligibility to Vote

Eligibility to vote in elections for members of the APC shall be as follows:

1. **Parents.** Parents or legal guardians of one or more student enrolled in Frontier Charter School two weeks prior to the election, with the exception noted below in this paragraph, are eligible to vote for parent representatives. Parents who are Alaska certified teachers, and/or parents who are otherwise eligible to enter into contracts with Frontier Charter School families or who are in any manner employed by Frontier Charter School are not eligible to vote for parent seats on the APC.
2. **Teachers/Staff.** Anchorage School District teachers having one or more contracts with Frontier Charter School students are eligible to vote for teacher representatives on the APC. A parent or legal guardian who has the credentials to serve as a Frontier Charter School or Anchorage School District teacher, even if not employed as a Frontier Charter School teacher or as an ASD teacher, is eligible to vote only for teacher representatives. All staff members currently employed by the school are eligible to vote in the same manner as teachers. A teacher or staff member whose children are enrolled in the school is eligible to vote for teacher representatives but not parent representatives.
3. **Number of Votes, and Dispute Resolution.** Cumulative voting is permitted. Each parent or legal guardian may cast one vote per open position for which they are eligible to vote. By way of example, if there are two parent seats and one teacher seat open for election, if the family has three children enrolled at the school, and if neither of that family's parents/guardians holds credentials sufficient to make them currently eligible to teach at Frontier Charter School or any other ASD school, each parent/guardian may cast two votes for the parent seats and none for the teacher seat. The Elections Committee shall be responsible for monitoring voter eligibility and exercising its discretion to resolve any disputes involving the casting of ballots.

Section 8. Vacancies

1. Any vacancy occurring on the APC shall be filled by appointment by a majority of the remaining members of the APC. The replacement member of the APC shall serve out the unexpired term of his or her predecessor in office.

Section 9. Compensation

1. Members of the APC shall not receive any salaries for their services, but by resolution of the APC a fixed sum for babysitting expenses or other expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the APC.

Section 10. Removal

1. Any member elected or appointed by the APC may be removed by a majority vote of the APC whenever, in the majority=s judgment, the best interests of the school would be served thereby.

Section 11. Limitation on Terms

1. No member of the APC may serve more than two (2) consecutive terms.

ARTICLE IV: Officers

Section 1. Officers

1. The officers of the school shall be Chair/President, one or more Vice-Chair/Vice-Presidents (the number thereof to be determined by the APC), Secretary, and a Treasurer, each of whom shall also be a member of the APC. The positions of Secretary and Treasurer may be held by a single person. The APC may elect or appoint such other officers, including one or more assistant Secretaries or Treasurers, as the APC shall from time-to-time deem desirable, such officers to have the authority and perform duties prescribed by the APC.

Section 2. Election and Term of Office

1. The officers of the school shall be elected annually by a majority vote of the APC at the first regular meeting following June 30 of each year. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor has been duly elected or until he or she is removed from the APC in the manner set forth in these Bylaws.

Section 3. Removal

1. Any officer elected or appointed by the APC may be removed by a majority vote of the APC whenever, in the majority=s judgment, the best interests of the school would be served thereby.

Section 4. Vacancies

1. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by a majority vote of the APC, and that officer shall serve for the unexpired portion of the term.

Section 5. Chair/President

1. The Chair/President shall be the presiding officer at all APC meetings. The Chair/President shall have such authority and perform such duties as shall be directed by the APC from time-to-time. Any voting member of the APC may serve as the Chair/President.

Section 6. Vice-Chair/Vice-President

1. In the absence of the Chair/President, or in the event of his or her death, inability or refusal to act, the Vice-Chair/Vice-President (or in the event there be more than one Vice-Chair/Vice-President, the Vice-Chair/Vice-Presidents in order of their election) shall perform the duties of the Chair/President, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair/President. Any Vice-Chair/Vice-President shall perform such other duties as from time-to-time may be assigned to him or her by the APC. Any voting member of the APC may serve as the Vice-Chair/Vice-President.

Section 7. Secretary

1. The Secretary shall keep, or make provision for the keeping of, the minutes of the meetings of the APC in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the school and see that the seal of the school is affixed to all documents which require a seal; keep a list of the post office address and e-mail address of each member of the APC; and in general perform such other duties as from time-to-time may be assigned to him or her by the APC. Any voting member of the APC may serve as the Secretary.

Section 8. Treasurer

1. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the school; receive and give receipts for monies due and payable to the school from any source whatsoever, and deposit all such monies in the name of the school at such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all such other duties as from time-to-time may be assigned to him or her by the APC. If required by the APC, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the APC shall determine. The cost of such bond shall be borne by the school. Any voting member of the APC may serve as the Treasurer.

ARTICLE V: Meetings of the APC

Section 1. Parliamentary Authority and Guidelines for APC Meetings

1. The following shall be the guiding principle behind all meetings of the Frontier Charter School APC: The great lesson for democracies to learn is for the majority to give the minority a full, free opportunity to present their side of the case, and then for the minority, having failed to win a majority to their views, gracefully to submit and to recognize the action as that of the entire organization, and cheerfully to assist in carrying it out, until they can secure its repeal. -General Henry Martyn Robert
2. Whenever possible all decisions of the Academic Policy Committee will be made by unanimous consent. Although unanimity is desired and shall be pursued, in the absence of unanimity a majority vote of the APC shall control.
3. All portions of all meetings of the APC (except Executive Sessions) will be open to the public, and all parents, students, teachers and staff members of Frontier Charter School are hereby invited and encouraged to attend and to provide input.
4. The Chair/President of the APC will be responsible for guiding discussion, keeping discussions to time limits imposed by the Chair/President and/or a majority of the APC, and for restating all decisions so that the Secretary can record them accurately. In the case of disagreement, the APC will look to the Chair/President to guide the body in fairly deliberating and deciding an issue.
5. All action items must, and non-action items may, be accompanied by a memo prepared by the chief administrator/principal (or his/her designee), staff, committee, an APC member or by an other informed person relating pertinent information with which APC members and the public can inform themselves on the topic. These memos shall be delivered to APC members at least forty-eight (48) hours prior to the meeting, and copies will be made available to the public at the school's office and at the meeting.
6. The agenda must be approved by a majority of the APC at the start of each meeting. No action items can be added at the meeting itself. Non-action items may be added as time allows. Action items are those for which a vote is taken at that meeting; Non-action items are all other items.
7. The APC Secretary (or his/her designee) shall record summary minutes which contain a time line for the meeting (meeting start time, amount of time spent on each agenda item, and time of meeting adjournment), an exact statement of motions, a brief summary of comments made during any public comment period, and the APC's vote on each motion. The comment summaries shall include only the speaker's name and topic of comment. Committee reports, administrative reports and treasurer's reports may be attached.

8. Strict adherence to parliamentary rules will be restricted to the making of main motions and the following five subsidiary motions (as defined in any Robert=s Rules of Order reference):
 - (a) to amend,
 - (b) to refer to committee,
 - (c) to postpone to a definite time,
 - (d) to lay on the table, and
 - (e) to order the previous question (end debate).

Section 2. Annual Meetings

1. Annual meetings of the APC shall be held at the hour of 6:15 p.m. on the second Tuesday in May in each year beginning in the year 2003 for the purpose of transacting such business as may come before the meeting and, beginning in 2008, for the election of APC members whose terms expire in any particular year as set forth in Article III of these Bylaws. If the day fixed for the annual meeting shall be a legal holiday in the State of Alaska, such meeting shall be held on the next succeeding business day at the time set forth above. If the election of membership to the APC shall not be held on the day designated herein for any annual meeting, the APC shall cause the election to be held at a special meeting as soon thereafter as convenient.

Section 3. Regular Meetings

1. The APC shall also hold regular meetings at least quarterly.

Section 4. Special Meetings

1. Special meetings of the APC may be called by the Chair/President or by any three members of the APC.

Section 5. Place of Meetings

1. The APC may designate any place within the Municipality of Anchorage as the place of meeting for any annual meeting, regular meeting or special meeting. If no designation is made, the place of meeting shall be the principal office of the school.

Section 6. Notice of Meetings

1. Notice of all annual, regular and special meetings shall be delivered, either personally, by mail or by e-mail, to each member of the APC not less than forty-eight (48) hours nor more than thirty (30) days before the date set for such meeting. In addition, notice of all meetings shall be posted at the principal office of the school and on the school's web site at least twenty-four (24) hours prior to such meeting. The notice shall set forth the date, time, place of and agenda for the meeting.

Section 7. Quorum

1. Greater than fifty-percent (50%) of the voting members of the APC constitutes a quorum. The act of a majority of the members of the APC at a meeting at which a quorum is present shall be the act of the APC, unless the act of a greater number is required by law or by these Bylaws. If a quorum is not present at any meeting of the APC, or if a quorum is initially present but thereafter one or more members departs the meeting, the meeting may continue but no votes may be taken.

Section 8. Executive Sessions

1. The voting members of the APC may meet at any time in Executive Session to discuss personnel, legal or other sensitive issues. An Executive Session may be convened only upon a majority vote of the voting members of the APC after the general purpose for the Executive Session is stated during the public session.

Section 9. Adjournment

1. A majority of the APC members present at a meeting, whether or not a quorum exists, may adjourn the meeting to another time and place. If the adjournment is to be for no more than twenty-four (24) hours and if the matters to be discussed are already included on the agenda for the adjourned meeting, then neither a new agenda nor notice of the date, time or place of holding the next meeting need be given to APC members or to anyone else not present at the time of the adjournment. If the next meeting is scheduled to occur more than twenty-four (24) hours after the adjourned meeting, notice of the date, time and place for the next meeting, and an agenda, shall be given as specified elsewhere in these Bylaws.

Section 10. Telephonic Participation and Informal Action by Members

1. APC members may participate in APC meetings through use of conference telephone or similar communication equipment, so long as all APC members participating in such meetings can hear one another. Telephonic participation in a meeting pursuant to this section constitutes personal presence at such meetings.
2. Meeting minutes shall be approved by a majority vote of the APC, and such approval may be given in person at the next APC meeting or prior to such meeting by first class mail, facsimile or e-mail.
3. Any action required by law to be taken at a meeting of the APC may be taken without a meeting if a consent in writing setting forth the action so taken is unanimously approved by one hundred percent (100%) of the voting members of the APC entitled to vote with respect to the subject matter thereof. Consents may be evidenced either by a writing signed or e-mail transmitted by each APC member entitled to vote on the issue.

Section 11. No Proxies

1. No members of the APC may vote by proxy.

ARTICLE VI: Committees

Section 1. Executive Committee

The APC, by resolution adopted by a majority vote of the APC, may designate and appoint an Executive Committee. The Executive Committee shall consist of two or more APC members, one of whom shall be the APC Chair/President. The Executive Committee shall have those duties and authority of the APC in the management of the school that a majority of the full APC from time-to-time delegates to the Executive Committee. In no event, however, shall any such Executive Committee or any other committee have authority to amend, alter or repeal these Bylaws; elect, appoint or remove any member of any such committee or any director or officer of the school; amend the Articles of Incorporation; adopt a plan of merger or adopt a plan of consolidation with another school; authorize the sale, lease, exchange or mortgage of all or substantially all of the property or other assets of the school, authorize the voluntary dissolution of the school or revoke proceedings therefore; adopt a plan for the distribution of the assets of the school; amend, alter or repeal any resolution of the APC; or amend, alter or repeal any obligation, duty or responsibility of any individual APC member, whether imposed by policies adopted by the APC, by these Bylaws, by law or otherwise.

Section 2. Development Committee

1. The APC Chair/President shall appoint, in July of each year or as thereafter deemed appropriate, members of an APC Development Committee. Removal of any such member shall be at the discretion of the Chair/President. The Development Committee shall be comprised of no less than two (2) APC members and two (2) Frontier Charter School parents, teachers or staff members. The Chair/President shall be an ex-officio member of the Development Committee. In the discretion of the Chair/President, the
2. Development Committee may be authorized to perform any or all of the following functions:
 - a) Participate in the planning for an annual APC Member Orientation/Strategic Planning retreat, preferably to be held before September 1 of each year;
 - b) Profile the current APC for expertise, knowledge, skills and experiences relevant to APC activities;
 - c) Identify new expertise, knowledge, skills, personal contacts and experiences that would help further the mission, vision, goals and strategies of Frontier Charter School, particularly as they relate to strategic planning;

- d) Focus the recruiting priorities for prospective APC members in accordance with above paragraphs 1 and 2;
- e) Develop a list of prospective APC members;
- f) Conduct an initial contact with top recruiting prospects;
- g) Schedule and conduct an APC member orientation session by the end of March of each year for prospective APC members;
- h) Prepare a report with recommendations for filling the appointed APC member seats and a list of nominations for the elected APC member seats to be delivered to the APC and
- i) Election Committee at the regular April meeting; and
- j) Such other duties as assigned by the Chair/President.

Section 3. Other Committees

1. Other committees not having and not exercising the authority of the APC in the management of the school may be appointed by the Chair/President or the APC. Members of such committees shall perform such duties as the Chair/President or the APC shall assign. The Chair/President shall be an ex-officio member of all such committees.

ARTICLE VII: Contracts, Checks, Deposits and Funds

Section 1. Contracts

1. The APC may authorize any officer or officers, agent or agents of the school, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the school, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

1. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the school may be signed as determined by resolutions of the APC.

Section 3. Deposits

1. All funds of the school shall be deposited from time-to-time to the credit of the school in such banks, trust companies or other depositories as the APC may select.

Section 4. Gifts

1. The APC may accept on behalf of the school any contribution, gift, bequest or grant for the general purposes or for any special purpose of the school.

ARTICLE VIII: Fiscal Year

1. The fiscal year of the school shall begin on the first day of July and end on the last day of June in each year

ARTICLE IX: Seal

1. The APC shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the school and the words "Frontier Charter School, Inc., Corporate Seal of State of Alaska." The Secretary of the APC shall be custodian of the seal.

ARTICLE X: Waiver of Notice

1. Whenever any notice is required to be given under the provisions of the Alaska Nonprofit Corporations Act, the provisions of the Articles of Incorporation, the Bylaws of the school or otherwise, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI: Amendments to Bylaws

1. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a two-thirds vote of the APC who are present at any annual, regular or special meeting where a quorum is present. Proposed changes to the Bylaws may be submitted by any member of the APC, by parents with students enrolled in the school, and by teachers or staff under contract with the school. The proposed Bylaws change(s) shall first be submitted in writing to the members of the APC and placed on the agenda at the annual or regular APC meeting prior to the meeting at which the proposed change(s) will come up for a vote. Following the introduction of the proposed change(s) at a regular APC meeting, such proposed change(s) shall be posted at the school's principal office and on the web site for no less than three weeks before the proposed change(s) will come up for a vote, the purpose being to make the proposed change(s) available for comment by families with students enrolled in the school and by teachers and staff with contracts with the school.

Frontier Charter School

Major Changes Planned for the Following School Year

None at this time

Frontier Charter School

List of Past School Year and Coming School Year APC Officers and Staff

APC 2007-2008

- Seat A/Teacher. Linda Fode (to be appointed by the APC). Term expires June 2008
- Seat B/Teacher. Gary Smith. Term expires June 2011
- Seat C/Parent. Lynn Aleshire. Term expires June 2011 - Secretary
- Seat D/Parent. Brent McBryde. Term expires June 2010
- Seat E/Parent. Greg Miller. Term expires June 2009
- Seat F/Parent. Narda Butler. Term expires June 2011 - Chair
- Seat G/Parent. Marti Deruelle. Term expires June 2008
- Student seat. Rory McBryde (one year terms)

Office Staff 2007 - 2008

1. Tim Scott, Principal
2. Scott Grant, Business Manager
3. Marjorie Mitchell – Financial Data Control Clerk
4. Lenore Smith – Financial Data Control Clerk
5. Cal Dunham – Academic Facilitator
6. Nancy Hiney – Academic Facilitator
7. Pat Parsch – Academic Facilitator