

ANCHORAGE SCHOOL DISTRICT
ANCHORAGE, ALASKA

MEMORANDUM #75 (2009-2010)

November 23, 2009

TO: SCHOOL BOARD

FROM: OFFICE OF THE SUPERINTENDENT

SUBJECT: CHARTER CHANGES FOR FAMILY PARTNERSHIP CHARTER
SCHOOL

ASD Goal: Education in the highly diverse ASD will be accessible, culturally responsive, supportive of students, and safe.

RECOMMENDATION:

It is the Administration's recommendation that the School Board approve the proposed revisions to the Family Partnership Charter School charter.

PERTINENT FACTS:

The Academic Policy Committee (APC) of Family Partnership Charter School has approved the proposed changes to the Family Partnership charter. All proposed changes to the charter were subjected to a mandatory consideration period of thirty days to allow their entire community the opportunity to have a voice in the proposed changes. There were no proposed changes or objections throughout this time.

The intent of the charter changes is to have the charter reflect the change in times and to provide clarity. There are changes in terminology, definitions, and sentences were wordsmithed. The content changes are:

The required number of hours a student must have contracted with an ASD teacher has changed from 18 to 9 hours due to the restructuring of sponsor teacher contracts. Sponsor Teacher Contracts are no longer negotiable at an hourly rate. Instead there are responsibilities and communication requirements that the APC decided were adequate to compensate for nine hours of the original requirement.

The role of the APC was changed on two points, 1) from ruling on all teacher eligibility to those raised by the principal (7.4.2.8 Only rule on questions of teacher eligibility and contract viability as raised by the Principal.) and 2) that the hiring duties now reside entirely with the principal.

Originally, all teachers were paid by addendum at FPCS, as the original charter indicates, but through time, teachers working solely at FPCS have been on contract and now receive retirement credit. Changes were made to reflect current practice.

Elective funding was self-governed by the APC three years ago as a policy to allow only 50 percent funding for art, music and physical education. The APC would like to solidify this restriction in the charter. (9.4.1.3 Elective funds: May not exceed 50 percent of total allocated budget).

In the original charter, there is language that specifies teachers' roles by the current contract at the time. These passages have now been changed to reflect current and future AEA contracts rather than using specific figures.

These changes to the charter are to keep the document up-to-date and to provide clarity to the Family Partnership community.

CC/EG/RW/MM

Attachment

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Approved by: Ed Graff, Assistant Superintendent, Instruction

Family Partnership Charter School

Proposed Charter Changes

November 2009

Introduction

The Family Partnership Charter School is based upon a partnership between families and certified teachers that is entered into by mutual consent. A family finds a teacher or a teacher finds a family with whom they share the same philosophy of education. The parent and teacher are equal partners in establishing the student's educational environment. A parent/teacher contract defines the shape of the educational program and makes the student eligible for membership in the charter school. Educational programs can be customized to meet unique needs of the individual student. Any material, method, service or experience that is not disallowed by federal, state or local standards may be implemented in the program.

Definitions

- Parent: The parent, legal guardian or adult advocate recognized by the Anchorage School District as having responsibility for the student.**
- ASD: Anchorage School District.**

Electives: Art, Music and PE

- FPCS: Family Partnership Charter School.**
- Sponsoring Teacher: A teacher who: plays the role of advisor to parent and student, works out a comprehensive plan for the students educational program in partnership with the parent and student, represents the charter school in the development and execution of the parent/teacher contract.**
- Enrichment Teacher: A teacher other than the sponsoring teacher who is engaged for a specific program element or service.**

An academic year is defined as July 1 through June 30.

- Personal Service Provider: An independent teacher or service provider with whom a parent contracts using a Personal Service Contract.**

- **Neighborhood School:** the school (excluding any alternative school) which a student would attend if they had not chosen to attend the charter school.
- **ASAA:** Alaska School Activities Association
- **NonMember School:** ASAA designation for a school that does not pay an ASAA building or site fee and does not field its own teams. Students of a nonmember school participate in activities at member schools according to the ASAA constitution and bylaws.
- **DEED:** Department of Education and Early Development
- **AEA:** Anchorage Education Association
- **IEP:** Individual Education Program (for special education)
- **ILP:** Individual Learning Plan (for regular education)
- **PSA:** Public Service Announcements

Unit of Instruction: A cohesive body of instruction that approximates 90 hours of student work.

- **Core Unit:** A unit of instruction in the discipline of science (to include traditional science classes and computer science and technology classes), mathematics, language arts (to include classes in reading, writing, literature, grammar, keyboarding, ESL and foreign languages) social studies or any combination thereof. Accommodations for special learning needs are also considered core.
- **Elective:** Units of instruction offered in disciplines other than those included in the core unit definition.
- **Private School:** A primary or secondary school registered with the State Department of Education and Early Childhood Development as a private school. Out of district correspondence schools and homeschools registered with the state are not to be considered private schools.

APC: Academic Policy Committee

1 SCHOOL NAME: FAMILY PARTNERSHIP CHARTER SCHOOL

2 AUTHORIZED CONTACT PERSONS

2.1 Academic Policy Committee Chairman

2.2 Family Partnership Charter School Principal

3 NAMES OF THE ORIGINAL ACADEMIC POLICY COMMITTEE MEMBERS

3.1 Members

3.1.1 Kamala Donohue (parent)

3.1.2 Steve Henslee (parent)

3.1.3 Janet Powell (parent)

3.1.4 Glen Biegel (parent)

3.1.5 JoAnn Miller (parent)

3.1.6 Dave Titus (parent)

3.1.7 Steven Powell (student)

3.1.8 Susan Weston (teacher)

3.1.9 Happy Chronister (teacher)

3.1.10 Brenda Bray (exofficio) (designated Principal)

3.1.11 Carol Comeau (exofficio) (ASD Administration representative)

3.2 The Academic Policy Committee was established on October 28, 1996. Nominations were heard and the committee members were elected by a majority vote of the organizers present. Meeting notices were sent to approximately 20 organizers 7 to 10 days prior to the meeting. Members of the general public were also notified of the meeting at a public forum on charter schools held at North Star Elementary School 6 days prior to the

October 28 meeting. The public forum was advertised in 24 public service announcements.

3.3 The names of the current Academic Policy Committee members are on file with the Anchorage School District and are available at the Family Partnership Charter School office.

4 DESCRIPTION OF THE EDUCATIONAL PROGRAM

4.1 Mission/Vision Statement: The charter school is committed to a framework in which mankind's first and most basic school, the home, is supported by the community as a viable education alternative. The charter school is to be a nonsectarian partnership school between students, parents, professional educators and community members where as many families as desire will customize an education for their children. It is an association of family based learners who will utilize a school without walls wherein parents are to bear the primary responsibility for the management of their children's education. The charter school promotes educational choice at the individual level and facilitates a diversity of teaching/learning styles.

4.1.1 The mission statement was developed over the course of numerous meetings of the charter school's organizers. Reviews of the ASD mission statement and the mission statements of other charter schools contributed to its development. The statement was endorsed for the final application at a meeting of organizers on October 28, 1996.

4.2 Philosophy: The organizers of the charter school believe

4.2.1 Parents should bear the primary responsibility for educating their children.

4.2.2 There is a need for homeschooled students in Anchorage to be served by the Anchorage School District.

4.2.3 A framework in which family based education is allowed to thrive will provide a supportive learning environment for the unique ability and learning style of each student.

4.2.4 Parent managed schooling can provide an inclusive education for each child, regardless of disability.

4.2.5 Parents are to take a supervisory role with selected professional educators as advisors. With the IEP process for Special Education students, parents are an integral part of the collaborative team.

4.2.6 Access to educational materials, technology and services can be provided to students registered with the charter school on the basis of a mutually agreed upon contract.

4.2.7 Reading, oral and written language skills, math and acceptance of responsibility are the fundamental abilities necessary for enabling students to reach their full potential.

4.3 The need for this charter school

4.3.1 We live in an ever changing world. Every day we discover new opportunities for learning. New tools, technology, methods and ways of thinking demand a more flexible and open model for educational program development. The Family Partnership Charter School will provide a framework for the responsible use of public resources in which students, parents and educators can make the most of these opportunities.

4.3.2 A significant portion of Anchorage's school age population is not served by the Anchorage School District. The charter school will provide a way for the Anchorage School District to break down the barriers for those families who for one reason or another seek to more closely control the learning environment for their students.

4.4 Attendance will be:

4.4.1 Home schooled students not currently served by any professional educational institution.

4.4.2 Home schooled students served by private school programs.

4.4.3 Private school students who with their families would like to take advantage of public school resources in a way that allows them more flexibility and more control of the educational environment.

4.4.4 Public school students throughout the Anchorage School District who along with their families are not completely satisfied with the alternatives that the district currently offers.

4.4.5 Public school students, including those medically challenged, throughout the Anchorage School District whose families would prefer to direct their own program but lack the financial resources to do so.

4.5 Methods/Curricula

4.5.1 Curriculum will be customized to match the abilities and learning styles of each student to enable each student to reach her or his maximum potential.

4.5.2 Choices will be constrained by Anchorage School District and Alaska Department of Education and Early Development guidelines for nonsectarian curricula.

4.5.3 In the absence of strenuous objection by the sponsoring teacher, the parent of each student will be allowed to make use of curricula and other teaching aids of their choice. To the greatest extent possible the sponsoring teacher will take an advisory role rather than a supervisory or managerial role.

4.5.4 Students on an IEP will have at least monthly contact with the special education teacher concerning curriculum in addition to any support services to satisfy Federal guidelines for special education students.

4.6 Course Offerings

4.6.1 Elementary courses or secondary courses that are not intended to fulfill ASD graduation requirements.

4.6.1.1 Any course of study agreed to by the parent and the sponsoring teacher.

4.6.2 Courses that are intended to fulfill graduation requirements.

4.6.2.1 Any and every course currently offered within the district.

4.6.2.2 All "Credit By Choice" options offered by ASD.

4.6.2.3 King Career Center classes will be available with allocated spaces as per ASD school policy for vocational students.

4.6.2.4 Any and every course currently offered within another district with which ASD maintains an exchange program should such a relationship be established.

4.6.2.5 Any course or program of study that is shown to meet the district's criteria for credit toward graduation. Secondary students will maintain a learning log of all time spent on a subject area to include teacher and parent instruction time, reading, writing, testing, projects, research, and community learning. For awarding of credit, 180 hours per credit or 90 hours per semester credit will be given if graded work receives a passing grade from the teacher.

4.7 Scope and Sequence will be defined by the parent and teacher using the Anchorage School District's Standards and Grade Level Expectations.

4.8 Requirements for graduation will be as defined by ASD policy.

4.9 Schedule

4.9.1 Hours of teacher and student contact during a given day to be defined in parent/teacher contracts.

4.9.2 Days of teacher and student contact during a given school year to be defined in parent/teacher contracts. A school term of not less than 180 days in session is required.

4.9.3 The charter school's administrative office will be open as required to serve charter school families as directed by the Academic Policy Committee. The schedule will be made available to families through the FPCS newsletter, handbook and web site, and will be posted at the office entrance.

5 SPECIFIC LEVELS OF ACHIEVEMENT FOR THE EDUCATION PROGRAM (EDUCATIONAL ACHIEVEMENT GOALS)

5.1 School Report Card The charter school will participate in the Anchorage School District's School Report Card Process as required by Alaska statute.

5.2 Academic Goals

5.2.1 To score (charter school average) above the district average on the Alaska Standard Based Assessments by the second year of operation.

5.2.1.1 Testing in grades 3 through 10 as in all the ASD alternative schools.

5.2.1.2 Test results will be reported both with and without special education students.

5.2.1.3 If the goal stated in 5.2.1 is not achieved, the Academic Policy Committee shall impose restrictions on the parent/teacher contracting process requiring the commitment of specific levels of time and resources to the mastery of basic skills for those regular education students who are below the district average on the achievement test. This provision shall be in force only as long as the charter school falls short of the goal stated in 5.2.1. Special Education students' involvement with the achievement testing shall be determined by the IEP team.

5.2.2 Additional goals and measures to be chosen by parent and/or teacher based on students' unique needs and objectives.

5.2.3 Curricular goals for each school year to be defined by parent and teacher as part of the parent/teacher contract described below.

5.2.4 The sponsoring teacher will complete an informal or formal evaluation of the student's skills by June of each school year. The **Terra Nova** and the Alaska Standard Based Assessments may be utilized when applicable. Sponsoring teachers will informally evaluate any students new to them at the beginning of a contract (year).

5.2.5 If parents and sponsoring teacher identify indicators of a disability or giftedness, referral will be made to the neighborhood school for evaluation.

5.3 Admissions/Capacity Goal To accommodate all students who desire to enroll in the charter school and are eligible (having signed an agreement with a sponsoring teacher a parent/teacher contract) by:

5.3.1 Limiting the scope of the charter school administration to those functions that are essential for supporting the work of parent/teacher partnerships.

5.3.2 Maintaining effective accountable charter operations and by taking every opportunity to improve the efficiency of administrative functions.

6 ADMISSION POLICIES AND PROCEDURES

6.1 Admission

6.1.1 Any Anchorage School District student who, with a parent, is able to agree with an eligible teacher (as defined in 7.7.1) on the terms of a parent/teacher contract (see attached application form) will be eligible for membership. If there is no agreement, there is no contract and thus no membership.

6.1.2 Enrollment criteria

6.1.2.1 The status and funding of a student will be determined in accordance with the Department of Education and Early Development regulation 4AAC 09.040. For full-time enrollment, a student's educational plan (ILP) must show eight units of instruction per year above and beyond course work or classes taken at a private school. No work completed as part of a private school program may be included on the ILP.

6.1.2.1.1 Quarter-time status at FPCS requires students to be enrolled in two core units of instruction per year on their ILP.

6.1.2.1.2 Half-time status at FPCS requires students to be enrolled in at least four units of instruction per year on their ILP, two of which must be core units.

6.1.2.1.3 Three-quarter time status at FPCS requires students to be enrolled in six units of instruction per year on their ILP, four of which must be core units.

6.1.2.1.4 Full-time status at FPCS requires students to be enrolled in eight or more units of instruction per year on their ILP, four of which must be core units.

6.1.2.1.5 The parents of secondary students who have met core requirements for completion of their educational program may request an exemption from the core requirement from the principal.

6.2 Membership for eligible students is to be limited only by the capacity of the facility to house administrative staff.

6.3 Membership is initiated and maintained by a parent/teacher contract. Application for admission consists of the submission of a completed parent/teacher contract to FPCS. Each student, whether returning or initiating must submit a new completed parent/teacher contract for each new school year in order to be eligible for membership.

6.3.1 Nature of the parent/teacher contract.

6.3.1.1 The contract is a three part document consisting of student, parent, and teacher data, the ILP which focuses on scope and sequence issues/curriculum, and the budget form outlining revenues and expenditures.

6.3.1.2 The parent and the sponsoring teacher (who is signing for the charter) are the principal parties to the contract.

6.3.1.2.1 It is the responsibility of the parent to effect the accomplishment of the curricular goals set out in the ILP part.

6.3.1.2.2 The teacher pledges to be responsive to the concerns and direction of the parent and diligent in the pursuit of the program outlined in the parent/teacher contract.

6.3.1.2.3 The teacher is responsible to the charter to ensure that the program outlined in the parent/teacher contract is educationally sound and compatible with the unique needs, style and objectives of the student.

6.3.1.2.4 Special Education goals are the responsibility of the IEP team of which the parent is an integral member.

6.3.1.3 The sponsor teacher contract will account for half of the original 18 hour student / teacher requirement. 6.3.1.4 For any given student the combination of contracts must provide for at least 9 teacher hours per student in addition to the sponsor teacher service. (See 6.3.2.7)

6.3.1.5 A new parent/teacher contract must be established for each academic year.

6.3.1.6 A parent/teacher contract may be broken only by mutual consent between the two parties. In such cases the parent will have 30 days in which to negotiate a contract with a new teacher.

6.3.1.7 If a parent and student fail to honor a contract the sponsoring teacher will still be entitled to the minimum compensation provided for under the contract. If a teacher fails to honor a contract, the course of action will be determined by Alaska Statutes & Regulations, District policy and the provisions of the collective bargaining agreement.

Moved to definitions

6.3.2.9 Teacher's total compensation (salary and benefits) for a full schedule.

6.3.2.10 Hours that the parent and student should or should not be called.

6.3.2 The following items must be specified in the school's on-line management system, student packet, and/or parent/teacher contract:

6.3.2.1 Student: name, addresses for mailing and shipping, Internet/email address, phone, fax, cellular phone.

6.3.2.2 Parent: name, addresses for mailing and shipping, Internet/e-mail address, phone, fax, cellular phone.

6.3.2.3 Teacher: name, addresses for mailing and shipping, Internet/e-mail address, phone, fax, cellular phone.

6.3.2.4 Hours that the teacher should or should not be called upon for help and answers to questions.

6.3.2.5 Hours that the teacher will be available for face to face evaluation or conferences.

6.3.2.6 A schedule of the vacations that the teacher plans to take during the contract period.

6.3.2.7 Minimum number of hours to be charged by the teacher (to be translated into fraction of a full schedule). If this quantity is less than 9 teacher hours per student a schedule of contract teachers and their hours to be charged must be submitted to show that the minimum will be met.

6.3.2.8 Maximum number of hours to be charged by the teacher.

6.3.2.11 A schedule of the vacations that the student plans to take during the contract period.

6.3.2.12 A tentative location for student/parent/teacher conferences.

6.3.2.13 A tentative schedule of conferences.

6.3.2.14 A description of the educational program including, methods and curriculum.

6.3.2.15 A description of the anticipated role of the student.

6.3.2.16 A description of the anticipated role of the parent.

6.3.2.17 A description of the anticipated role of the teacher.

6.3.2.18 A description of any special resources required including specialty teachers, intensive labs, special education services, special testing etc. and how they will be secured.

6.3.2.19 A description of how any requested technology will be integrated into the delivery of curriculum.

6.3.2.20 A district approved current IEP will be within the students' information, identifying special needs for the purpose of funding instructional services and related services. IEP must be approved by a representative of the district superintendent.

6.3.2.21 A detailed definition of the curricular goals for the contract period including the means by which attainment will be evaluated. The sponsoring teacher will complete an informal or formal evaluation of the student's skills at the beginning of the contract period and at the end of the contract period. District wide achievement testing may be utilized when applicable.

6.3.2.22 A detailed definition of the grading system that will be used and a description of how the work for the given contract period will fit into the student's requirements for graduation.

6.3.2.23 A budget showing anticipated expenditures (teacher salary, services, curricula, supplies, travel, memberships, sport programs, user fees, etc.) required for attainment of the curricular goals.

6.3.3. At the earliest opportunity, but no later than the first Friday in July, the Principal will make the on-line management system available for the academic year.

6.3.3.1 Annual calendar of registration/admission dates.

6.3.3.1.1 Copy of charter, philosophy and mission.

6.3.3.1.2 Description of parents' responsibilities.

6.3.3.1.3 Description of sponsoring teacher's responsibilities.

6.3.3.1.4 Description of the contract process.

6.3.3.1.5 Description of how the charter school works.

6.3.3.1.6 An estimate of the average student purchase allotment or the means by which to calculate it for a given student.

6.3.3.1.7 Description of available teachers, their total contract compensation rate and how to make contact.

6.3.3.1.8 Standard form for contract.

6.3.3.2 The Principal may elect to hold an assembly at which teachers could present philosophies, areas of strength, and areas of interest, etc.

6.3.3.3 The Principal shall maintain a database listing teachers along with their philosophies, areas of strength, and areas of interest, etc.

6.3.3.4 It will be the parent's responsibility to negotiate and complete the parent/teacher contract. A due date for contract submissions will be established by the Academic Policy Committee.

6.3.3.5 No contract complete and submitted by the due date will be rejected by the Principal without the confirmation of the Academic Policy Committee.

6.4 Eligibility Criteria: see 6.1

6.5 The charter school will include in its membership exceptional students by facilitating curriculum options and programs oriented toward the gifted, in conjunction with a IEP for gifted.

6.6 The charter school will include in its membership students considered low achieving students, and "at risk" students utilizing various vocational

education options including the King Career Center to the extent allowed by ASD policy.

6.7 That parent involvement in education contributes to higher academic achievement goes without saying. The charter school will increase parent involvement by making parents equal partners in the decision making process and by providing support for broader opportunity and flexibility in the educational program.

6.8 Any eligible student who applies in a timely manner will be admitted subject to the number of students approved by the School Board. Continuing or returning students who submit a complete parent/teacher contract will be given priority over students submitting for the first time. In the event of an excess number of student applicants, the charter school and the School Board shall attempt to accommodate the students. If it is not possible to accommodate all eligible students, students shall be selected by a drawing regulated by the adopted Anchorage School District's Lottery Procedures.

6.9 The Academic Policy Committee, in agreement with the Anchorage School Board, established the maximum number of students as 700...

6.10 Membership shall be open to all students without regard to sex, disability, race, color, national/ethnic origin, or religion subject to the limits of 6.9.

6.11 We hope to include families of two types:

6.11.1 Those who have already taken the initiative to direct their student's education but lack resources such as useful materials and feedback from professionals that might allow them to find greater success.

6.11.2 Those who might be inclined to take a more active role in their student's education but have held back for lack of confidence and resources.

6.12 Our goal is to make as many parents as have the inclination full partners in the educational process. Section 4.4 describes six groups of students who might benefit from membership in the charter school. We intend to reach those groups by the following means:

6.12.1 Home schooled students not served their school district or any other professional educational institution through home schooled students associations, radio PSAs and applicable Internet sites.

6.12.2 Home schooled students served by private school programs through home school student associations, radio PSAs and appropriate Internet sites.

6.12.3 Private school students through radio Public Service Announcements.

6.12.4 Students of families within the existing system who are not completely satisfied with the alternatives tat the district currently offers through ASD publications.

6.12.5 Students of families within the existing system who would prefer to direct their own program but lack financial resources through ASD publications.

6.13 The charter school shall be nonsectarian as defined by the Anchorage School District and the Alaska Department of Education and Early Development.

6.14 No student will be required to attend the charter school.

7 ADMINISTRATIVE POLICIES

7.1 The charter school application and contract may be modified or revised pursuant to Anchorage School District policies and procedures.

7.2 The charter school shall operate under all Anchorage School Board policies and regulations except as set forth herein.

7.3 The charter school shall operate under all state regulations with the exception of those listed under section 20 of this document.

7.4 Academic Policy Committee

7.4.1 Formation

7.4.1.1 Nine voting members.

7.4.1.1.1 Six parents elected by the parents.

7.4.1.1.2 Two teachers or other staff elected by the teachers and other staff.

7.4.1.1.3 One student elected annually by the students (must be high school student).

7.4.1.2 Exofficio members.

7.4.1.2.1 FPCS Principal

7.4.1.2.2 One ASD Administration representative selected by the District Superintendent.

7.4.1.3 Members initially selected by the charter school organizers. With the exception of the student member, two of the remaining eight elected members elected for a one year term, three for a two year term and three for a three year term.

7.4.1.4 Elections held annually thereafter. New members elected to three year terms by each member's respective group.

7.4.1.5 Committee chair to be a parent elected by the Academic Policy Committee to a one year term. The chair shall be elected as specified in the bylaws at the first regular APC meeting following the FPCS annual meeting.

7.4.1.6 If a member cannot complete her or his term, the remaining elected members shall nominate and elect a replacement to serve for the remainder of the original member's term.

7.4.2 Responsibilities

7.4.2.1 Ensure the fulfillment of the mission.

7.4.2.2 Formulation, adoption and maintenance of a complete set of bylaws, rules and regulations by which the charter school shall be governed.

7.4.2.3 It is intended that the Academic Policy Committee create subcommittees to oversee academic accountability, legal/risk management, financial, operations and maintenance, secondary concerns including ASAA activities and capital budgeting issues of the school.

7.4.2.4 Contract with a Type B certified administrator.

7.4.2.5 Select Principal and assign duties as required for the administration of FPCS.

7.4.2.6 Approve the creation of additional administrative staff or resource teachers in the event of significant increases in membership.

7.4.2.7 Monitor the charter school overhead rate and take steps to cut school administrative costs if such measures are required to minimize same.

7.4.2.8 Only rule on questions of teacher eligibility and contract viability as raised by the Principal.

MOVE to Principal section 7.5 Principal

7.5.1 Must hold a Type B administrative certificate.

7.5.2 Perform teacher evaluations. The charter school teachers shall be evaluated in an equivalent manner as all other teachers in the district and in conformance to HB 465 and to the Performance Standards adopted by the State Board of Education and Early Development.

7.5.3 Call for the Academic Policy Committee to make ineligible, for contracting with parents, any teacher whose performance can be shown to be incompatible with the goals of the charter school. In addition, teachers whose employment situation makes their participation unworkable may also be ruled ineligible.

7.5.4 Review parent/teacher contracts to evaluate their viability and completeness.

7.5.5 Hire, individually or by committee, office staff, teachers and other qualified individuals as required to act in other than a teaching capacity, such as selecting qualified individuals to serve as directors or coaches as necessary for ASAA activities in the event that FPCS opts for member school participation. To the greatest extent possible, the preferences of those who are willing to commit resources to the given activity should be upheld.

7.5.6 File any paperwork required for participation in ASAA based on the directives of the Academic Policy Committee.

7.5.7 Forward names of those who are interested in directing or coaching ASAA activities to the Academic Policy Committee or the subcommittee on ASAA activities.

7.5.8 Supervise the nonteacher employees of the charter school.

7.5.9 Administer the school's annual program budget.

7.5.9.1 Determine annual program budget for the school based on AS 14.03.260.

7.5.9.2 Determine purchase allotment for each student.

7.5.9.3 Allocate resources for teacher supplies.

7.5.10 Manage a list of educational resources eligible for procurement or reimbursement.

7.5.11 Review teacher applications to the charter school and maintain a database of professionals who are interested in contracting with charter students.

7.5.12 Oversee accounting for all receipts and expenditures.

7.5.13 Oversee all charter activities.

7.5.14 Cooperate with any audits by the school district or the Academic Policy Committee.

7.6 Teachers

7.6.1 Any teacher employed by the Anchorage School District or in the Anchorage School District's Eligible to Hire pool of approved teacher candidates shall be eligible to contract with parents upon completion of an application to the FPCS.

7.6.2 A teacher may not be assigned to the charter school unless the teacher consents to the assignment.

7.6.3 All provisions of the existing negotiated agreement with the Anchorage Education Association apply to teachers in the charter school.

7.6.4 Charter school teachers shall be evaluated in an equivalent manner as all other teachers in the district and in conformance to HB 465 and to the Performance Standards adopted by the State Board of Education and Early Development.

7.6.5 Although a teacher may teach about various religions as part of the curriculum, they may not advocate a particular religious view or that a particular religious view is true or false. Sept. 15, 1988 Op. Att'y Gen. on AS 14.03.090.

7.6.6 A teacher may contract for ASAA activities if they are selected by the Academic Policy Committee as a director or coach.

7.6.7 A teacher may work as a sponsoring teacher, as a contract teacher, or as both.

7.7 Sponsoring Teachers or "Parent/Teacher Contract" Teachers.

7.7.1 A teacher who has entered into at least one parent/teacher contract.

7.7.2 Is employed by the charter under a standard year long contract.

7.7.3 Sponsoring Teacher Assignment consolidation of duties from all parent/teacher contracts and addendum service agreements for a given teacher.

7.7.4 Shall comply with all Anchorage School District and Alaska Department of Education and Early Development guidelines prohibiting the advocacy of a particular religious view.

7.7.5 Compensation rate shall be that provided for under the existing collective bargaining agreement.

7.7.6 A parent who is also an eligible teacher must contract with another eligible sponsoring teacher in order to secure FPCS membership for their student.

7.7.7 Addendum Contracting Teachers

7.7.7.1 A contract teacher may offer services to individuals or groups.

7.7.7.2 Compensation shall be no less than that provided for under the existing collective bargaining agreement

7.8 Employment Practices

7.8.1 Compensation for the Type B certified administrator to be determined by the Academic Policy Committee based on the status of the individual selected.

7.8.2 Teachers' salaries will be charged against the account of the students for whom the teacher is working. Teacher's salary will consist of a constant component associated with the minimum compensation defined under that teacher's parent/teacher contracts plus compensation arising from any contract addenda.

7.8.3 Compensation for other staff to be determined in accordance with existing collective bargaining agreements where applicable and otherwise by the Academic Policy Committee.

7.8.4 Part time employees are responsible for their bargaining unit and benefit status.

7.8.5 Parent and teacher, when in agreement, may hire a tutor or teaching assistant for a particular student using funds from that student's account.

7.8.6 In no case will a parent receive compensation for services rendered exclusively to their own child.

7.9 Educational Resources

7.9.1 Principal shall assemble a list of materials, services, memberships, user fees, etc. eligible for procurement or reimbursement. The Principal will see that all items on the list of eligible purchases are in keeping with school district policies and procedures. Additionally, every item must be in keeping with ASD and Department of Education and Early Development guidelines for nonsectarian material or service. Any item which does not appear on the list will not be available for purchase.

7.9.1.1 Principal shall provide a means by which parents or teachers may petition to have items added to the list.

7.9.1.1.1 Principal will determine whether or not the petitioned item meets the following criteria:

7.9.1.1.1.1 Item in question can be used for educational purposes.

7.9.1.1.1.2 Item can be procured or reimbursed within the limits of district policies and procedures.

7.9.1.1.1.3 Item is in keeping with ASD and Department of Education and Early Development guidelines for nonsectarian material or service.

7.9.1.1.2 Any item rejected may be appealed to Academic Policy Committee if sponsored by a committee member.

7.9.2 The Anchorage School District may be called upon to submit items with accompanying costs estimates..

7.9.2.1 A Contract Service is any contract for teacher time. and must be offered and attended to by a teacher who will ensure adherence to district policies and procedures.

7.9.2.2 Parents may be required to commit their student's allotment to a contract service when signing a contract service agreement. Agreement must specify the following:

7.9.2.2.1 Student: name, addresses for mailing and shipping, Internet/e-mail address, phone, fax, cellular phone.

7.9.2.2.2 Parent: name, addresses for mailing and shipping, Internet/e-mail address, phone, fax, cellular phone.

7.9.2.2.3 Teacher: name, addresses for mailing and shipping, Internet/e-mail address, phone, fax, cellular phone.

7.9.2.2.4 Description of the service.

7.9.2.2.5 Description of the anticipated role of the teacher.

7.9.2.2.6 A description of the anticipated role of the parent.

7.9.2.2.7 A description of the anticipated role of the student.

7.9.2.2.8 Date(s).

7.9.2.2.9 Time(s).

7.9.2.2.10 Prerequisites.

7.9.2.2.11 Age limits.

7.9.2.2.12 Maximum charge.

7.9.2.2.13 Maximum number of participants.

7.9.2.2.14 Minimum number of participants.

7.9.2.2.15 Location at which the service is to be rendered.

7.9.2.2.16 Deadline for commitment of funds.

7.9.2.3 The contract teacher must sign the contract service agreement. A teacher may not be assigned to offer any contract service to any student without that teacher's consent.

7.9.2.4 If the minimum number of participants have committed funds prior to the deadline a contract service account will be established and expenditures can be charged against the students' allocation. 7.9.2.5 Teacher time associated with the service will be charged against the student allocation.

7.9.2.6 If the deadline passes without a commitment from the minimum number of participants, the contract service will be canceled.

7.9.2.7 Student resources for activities or services may be reserved at the point of commitment with actual charges divided evenly among the participants when the contract service account has been closed.

7.10 ASAA participation

7.10.1 FPCS shall participate according to the ASAA Constitution and Bylaws and ASD policy.

7.10.2 The charter school may choose between nonmember school participation and member school participation based upon the needs of the students and parents in the school. The judgment will be made each year for the following year and will be determined by a vote of the interested parents.

7.10.3 FPCS student participation will be covered by the membership dues and student surcharges paid by ASD. FPCS student will pay participation fees and fees associated with specific activities as prescribed by the ASD.

7.10.4 In the event that FPCS chooses member school participation at some future date, the method for payment of ASAA school fees shall be determined by the Academic Policy Committee. As much as possible the cost of school fees should be borne by those other service. ASAA fees for individual participation shall be paid by individuals who choose to participate ASAA activities.

7.10.5 Parents will have a choice of the full range of ASAA activities. Parents must commit resources from the account of the individual student for an ASAA activity as they would for any other service. ASAA fees for individual participation shall be paid by individuals.

7.10.6 Eligibility for FPCS students shall be established according to the ASAA Constitution and Bylaws and ASD policy as outlined in the Senior High School Activities Handbook This evidence may take the form of grades, learning logs or weekly activity reports.

8 STATEMENT OF THE CHARTER SCHOOL'S FUNDING ALLOCATION FROM THE LOCAL SCHOOL BOARD AND COSTS ASSIGNABLE TO THE CHARTER SCHOOL PROGRAM BUDGET

8.1 Funding allocation from the district to the charter school.

8.1.1 Foundation funding is calculated by subtracting from the amount generated by the students enrolled in the charter school individuals who choose to participate in ASAA activities.

8.1.1.1 Amount generated by the students enrolled in the charter school is determined by the state foundation formula's definition of basic need under AS14.17.021 (b) in the same manner as it is for students enrolled in another school in the district except that only "regular instruction" units will be defined in 8.1.1.1 the administrative costs retained by the district under 8.1.1.2.

8.1.1.2 Administrative costs retained by the district determined by applying the indirect cost rate approved by the Department of Education and Early Development.

8.1.2 Grants and special revenue or any additional funding (local, state or federal) from a source outside of the foundation formula funds which is directed to or obtained by the charter school must be accepted by the ASD School Board.

8.2 All equipment and supplies purchased by the charter school become the property of the Anchorage School District upon the completion or termination of the charter school contract.

8.3 The charter school shall annually submit a balanced program budget by November 15 of each year which shows the expected revenues and expenditures for the charter school for the next school year.

9 METHOD BY WHICH THE CHARTER SCHOOL WILL ACCOUNT FOR RECEIPTS AND EXPENDITURES (FISCAL MANAGEMENT STANDARDS)

9.1 The charter school will account for receipts and expenditures by using and complying with district accounting, audit, and fiscal procedures. The charter school agrees that it will comply with local, state, and federal requirements for receipt and use of public money. The charter school shall allow district personnel or the district's auditors access to financial information to perform the annual or special audits and accounting information. The charter school shall cooperate with the School Board or the Department of Education and Early Development in complying with the requirements of AS 14.17.190. This shall be accomplished by making use of the school district's existing accounting systems and procedures for revenue, payroll and procurement.

9.2 Individual student accounting described below for revenue, payroll and procurement shall be accomplished by the charter school's accounting office. Student enrollment reports, time sheets and requisitions shall be prepared by the charter school and shall represent consolidations of individual student contracts and transactions.

9.3 A budget, including budget for student accounts, shall be established on an annual basis based on the consideration of relevant factors, including total overhead costs, number of students enrolled in specialty courses such as those offered at King Career Center, the number of siblings from a single family enrolled in the school, cost of teacher supplies, and other relevant factors as determined by the APC.

9.4 It is intended that the charter school overhead rate will be held to a minimum in order that the majority of spending take place at the teacher to student or parent to student level.

9.4.1 Funds in a student's account will bear one of the following designations:

9.4.1.1 Obligated funds.

9.4.1.1.1 Wage reserve: funds will be obligated for payment of teacher compensation.

9.4.1.1.1.1 Equal to the total maximum compensation specified in the parent/teacher contract.

9.4.1.1.1.2 Teacher to release that portion of this reserve associated with a min/max contract service agreement (9.5.1.2) to curricular funds when curricular goals have been met.

9.4.1.1.2 Funds obligated under any other contract service agreement or requisition.

9.4.1.2 Curricular funds: To obligate funds bearing this designation the approval of parent , the sponsor teacher and the principal or their designee.

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9.4.1.3 Elective funds: May not exceed 50 percent of total allocated budget.

9.5 Charges against the student's account.

9.5.1 Teacher's compensation.

9.5.1.1 To be based on an annual base contract and services rendered in a given contract period. No charter school related work shall be considered "unpaid professional responsibilities." All school related work shall be compensated at or above the rate defined in the negotiated agreement with the teacher's association.

9.5.1.2 When a parent/teacher contract defines levels of minimum and maximum compensation which are not identical, the difference between the

two shall be written up on a contract service agreement. Payment on that contract may vary from one payment to the next depending on the extent of the actual work performed.

9.5.1.3 To be charged (as often as possible) against the accounts of the students for whom the teacher has been working.

9.5.1.4 If a teacher works with more than one student at a time, that teacher's charges for services are to be divided between the students in question so that the teacher receives the rate defined in the negotiated agreement with the teacher's association.

9.5.2 The requisition of resources. The Principal will provide a requisition form for the initiation of purchase orders. The form will call for the following:

9.5.2.1 Student account designation.

9.5.2.2 Complete description of resources and information as required to process purchase order.

9.5.2.3 Appropriate approvals defined in 9.4.

9.5.3 Reimbursement for qualified expenditures. The Principal will provide an approved procurement list for educational resource expenditures. If an item is not on this list the parent will have no guarantee of reimbursement. All ASD accounting procedures will be followed.

9.6 Total expenditures for teacher supplies shall be limited to one percent of the amount generated by the students enrolled in the charter school defined in 8.1.1.

10 LOCATION AND DESCRIPTION OF THE FACILITY

10.1 Administrative offices, conference area and material distribution center are to be located as designated by the Academic Policy Committee and the location kept on file with the Anchorage School District and with Family Partnership Charter School.

10.1.1 The charter school shall comply with federal, state and local building, fire, health and safety requirements where applicable. Compliance with such requirements and codes shall be maintained at or above the existing Anchorage School District practice for the duration of the contract.

10.2 The charter school will pay for building maintenance costs directly related to the charter school program.

11 Teachers and Staff:

11.1 A teacher may not be assigned to the charter school unless the teacher consents to the assignment.

11.2 An addendum or contract shall be offered to an ASD nurse to evaluate if all immunization records and TB tests are current according to existing state regulations. **12 TEACHER TO STUDENT RATIO**

12.1 Variable based on the nature of parent/teacher contracts.

12.2 School membership will be monitored periodically.

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13 TRANSPORTATION

13.1 The charter school will not provide standard means of transportation. If arrangements can be made by an individual, transportation may be paid for by funds from the students individual account provided the criteria listed under 7.10 are met.

13.2 As with any alternative school, transportation will be up to the parents to provide.

14 FOOD SERVICE

14.1 The charter school will not provide standard food service.

15 THE TERM OF THE CONTRACT, NOT TO EXCEED A TERM OF FIVE YEARS

15.1 The term of the charter school is ten academic years, July 1, 2002 through June 30, 2012. The charter may be extended if mutually

agreed to in writing by majorities of the local school board, the State Board of Education and Early Development and the Academic Policy Committee during the last year of the term defined above.

16 A TERMINATION CLAUSE PROVIDING THAT THE CONTRACT MAY BE TERMINATED BY THE LOCAL SCHOOL BOARD FOR FAILURE OF THE CHARTER SCHOOL TO MEET EDUCATIONAL ACHIEVEMENT GOALS OR FISCAL MANAGEMENT STANDARDS, OR OTHER GOOD CAUSE

16.1 The charter may be terminated by the school board for failure of the charter school to meet educational achievement goals or fiscal management standards or for other good cause. Any action to terminate will require a meeting with sixty days written notice to parents and if carried out will be effective at the end of the school calendar year.

16.2 The charter school may also terminate the contract on an annual basis. In such event, the charter school must notify the District by February 1 of a given school year of its intent to cease operations the following school year.

16.3 Should either party to this agreement wish to contest the other's intent to terminate this contract, the parties agree to submit their causes to an independent arbitrator for settlement. Cost shall be shared equally by the district and the charter school.

17 A STATEMENT THAT THE CHARTER SCHOOL WILL COMPLY WITH ALL STATE AND FEDERAL REQUIREMENTS FOR RECEIPT AND USE OF PUBLIC MONEY

17.1 The charter school will comply with all local, state and federal requirements for the receipt and use of public money.

18 OTHER REQUIREMENTS OR EXEMPTIONS AGREED UPON BY THE CHARTER SCHOOL AND THE LOCAL SCHOOL BOARD.

18.1 ASD Policy Waivers

18.1.1 333.3 section 4 calls for a description of the curriculum in each subject matter area. This is in direct conflict with an essential element of the charter's educational program which allows for each family to choose in partnership with their sponsoring teacher.

18.1.2 333.3 section 4 calls for schedule information including start and end times and a calendar for the school year. This is in direct conflict with an essential element of the charter's educational program which allows for each family to set their schedule in partnership with their sponsoring teacher.

18.1.3 333.3 section 13 calls for a determination of the pupil/teacher ratio. This is in direct conflict with an essential element of the charter's policy which allows for each teacher to contract with as many or as few students as they choose.

18.1.4 Waive student activities attendance rule or interpret it such that a learning log or weekly activity report can be used to demonstrate "regular attendance at school".

18.2 AEA Agreement Waivers 18.2.1 A flexible work day is necessary for teachers to meet the various needs of the students. . A seven and a half hour workday (exclusive of the duty free lunch period) shall be established as the basis upon which salary is paid.

18.2.2 Please note the following clarifications:

18.2.2.1 A teacher's per diem shall be the teacher's annual salary (according to 105 Salary Schedule) divided by the days in a school year. Work year will be based on the number of days on the current AEA Contract.

18.2.2.2 A teacher's per hour rate shall be the teacher's AEA Contract annual salary) divided by the days of the AEA Contract in the school year and that quotient divided by the 7.5 hours in the workday.

19 RISK MANAGEMENT

19.1 The charter shall adequately protect against liability and risk through an active risk management program. The program shall include purchase of insurance which establishes appropriate minimum coverage according to the Anchorage School District's risk manager. The charter shall operate in such a manner as to minimize the risk of injury or harm to students, employees and others. School operations and activities shall be reviewed by the district's safety officer for compliance with appropriate industry safety practices.

20 BREACH OF CONTRACT

20.1 Failure to comply with the provisions of the contract between the charter school and the Anchorage School Board is considered a breach of contract and may result in the termination of the charter school. During the charter school's annual review with the School Board, compliance with the provisions of the contract will be monitored. If any allegations of noncompliance with the charter school contract (either by the charter school or the school district) are presented either during the annual review or at any other time, then the School Board shall investigate these allegations. Any legal cost incurred as a result of an investigation would be borne by the charter school, if noncompliance is verified, prior to canceling the charter school contract, the School Board and the charter school shall attempt to remedy any violation of the contract.