

Attachment B  
**CHARTER SCHOOL CONTRACT**

THIS AGREEMENT is between , whose address is

, hereafter "Charter School," and the Anchorage School Board, whose address is 4600 DeBarr Road, P.O. Box 196614, Anchorage, Alaska 99519-6614, hereafter "School Board."

WHEREAS, Charter School desires to operate within the Anchorage School District (hereafter "School District") in conformance with Alaska Statutes 14.03.250-290 and School District policies and procedures; and

WHEREAS, the School Board has reviewed and approved Charter School's application, subject to any amendments or conditions noted by the School Board;

WHEREAS, by resolution adopted \_\_\_\_\_ (date), the School Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to Charter School and School Board and subject to certain other conditions, including approval by the State Department of Education; and

WHEREAS, the parties contemplate that the application, as amended by this contract, between Charter School and the School Board, will constitute the agreement between the parties regarding the governance and operation of Charter School;

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

Charter School shall provide an educational program in the School District subject to the terms and conditions of this contract, commencing on the \_\_\_\_\_ day of \_\_\_\_\_ for the school year \_\_\_\_\_. Services will be provided in accordance with the Charter School Calendar identified below.

1. Compliance with Regulatory Requirements: Charter School warrants that it will comply with all local, state and federal laws and regulations applicable to public schools and all requirements imposed by School District policy and regulation on the operation of charter schools.
2. Educational Program: Charter School shall provide an educational program that shall advance students' mastery of basic skill areas including mathematics, science, health, reading, language arts and social studies, appropriate to the age of students included in the program. Provision will

also be made for physical education, music, art, and instructional technology within the educational program. The educational program shall be designed as described on the attached pages.

3. Achievement Levels: Charter School's educational program shall result in students attaining the following specific levels of achievement as described on the attached pages.
4. Administrative Policies and Procedures: Charter School has requested and received authorization for the following exemptions from School District policies and procedures (list by number and title on an attached sheet of paper):

Charter School agrees and warrants that it will comply with all other School District policies and procedures except those pertaining to textbook, program, curriculum and scheduling requirements as approved by the School Board.

- a. Admission Policies and Procedures: Charter School will operate for \_\_\_\_\_ years as set forth below and admissions procedures for continuing students from one school year to the next follow. Charter School shall determine students' eligibility for admission to its program using the following criteria (attach additional sheets if necessary):

Charter School affirms that any eligible student who applies in a timely fashion will be admitted, up to the maximum number of students that can be accommodated by the program. If more eligible students apply than can be accommodated, admission to the program will be determined by a drawing using the District's adopted Lottery Procedures. Charter school also affirms that it will not discriminate in its policies or program against any individual on the basis of any classification protected under law or district policy.

- b. Academic Policies: Academic policies and goals for Charter School shall be established by the Academic Policy Committee. The Academic Policy Committee shall meet with the Charter School principal/administrator at least four times yearly, to monitor progress in achieving the committee's policies and goals.

The Academic Policy Committee shall include \_\_\_\_ persons, including parents of students attending Charter School, teachers at

Charter School, and other Charter School employees. Students shall be included if the Charter School is for grades 9-12. Members of the first Academic Policy Committee shall be selected by from applicants subject to the approval of the School Board. Thereafter, membership shall be determined in accordance with procedures developed and approved by the committee.

5. Funding: School District shall allocate funding for Charter School based on a per-pupil allocation for the students enrolled in the Charter School, computed in a manner consistent with the method in which the District receives revenues from the State less administrative costs retained by the District determined by applying the indirect cost rate approved by the State Department of Education. ~~This includes foundation revenues generated for special populations of students.~~ The District may allocate additional revenue beyond the per pupil allocation based on the approved program for the charter school; this increase must be approved by the School Board.
  
6. School District Charges: Charter School shall operate under the terms of the approved program budget. The program budget was developed utilizing anticipated School District funding based on a per-pupil allocation for the students enrolled in the Charter School. The per-pupil allocation is computed in a manner consistent with the method in which the District receives revenues from the State, less administrative costs retained by the District, to be determined by applying the indirect cost rate approved by the State Department of Education. Charter School's funding allocation from School Board for purposes of creating the program budget was \_\_\_\_\_. The approved program budget includes the revenues identified above, ~~which includes~~ In addition, revenues generated for special populations of students, ~~and approved by the School Board.~~ In addition revenues from grants, and special revenue funds beyond the per-pupil allocation may be approved by the School Board.

Operating revenues actually provided to Charter School by School District may exceed or be less than the approved program budget since actual revenues shall be determined from actual student enrollments in Charter School during the year in which Charter School is operating. School District will adjust the funding to reflect actual student enrollment. Actual student enrollment shall be determined in the same manner that the State of Alaska uses to determine student enrollments and state revenues generated in the School District. Charter School and School District agree that if student enrollment in Charter School during the 20 day count

period fluctuates more than 10 percent above or below the estimated enrollment, the parties shall meet to review and re-negotiate the Charter School budget.

7. Student Fees and Charges: A Charter School may not charge tuition to students who reside within the school district. Fees charged to students by the Charter School, including but not limited to supply and activity fees, shall be retained by the Charter School and included in the Charter School program budget.
8. Budget and Accounting: The Charter School shall provide an annual budget to the administration for approval on or before the 15th day of November each school year. Charter School's funding allocation for the next school year and a statement of costs assignable to the Charter School program budget will be attached as Attachment A to this agreement. The budget will be amended on an annual basis to reflect any changes in Charter School's funding allocation or assigned costs for subsequent school years.

Charter School acknowledges that adjustments to the Charter School budget may be necessary if the estimated revenues are revised due to School Board, legislative and/or Assembly action.

Charter School shall account for receipts and expenditures by using and complying with the School District's accounting, audit and other fiscal procedures, unless a waiver of these procedures has been obtained. In the event of an approved waiver, the Charter School shall account for receipts and expenditures in the manner agreed to by the District and the Charter School as described in the attached procedures. Charter School shall establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules and regulations, and will make such records available to the School District, as requested. Charter School agrees that it shall comply with all local, state and federal requirements for receipt and use of public money.

9. Facility: Charter School shall be operated at the following location:

The facility to be used is \_\_\_\_\_ square feet, containing \_\_\_\_\_ classrooms, administrative offices, and other facilities described as follows (attach additional sheets if necessary):

Charter School guarantees that the facility complies with all local, state and federal health and safety requirements applicable to other public

schools in the School District and that compliance will be maintained at all times.

Charter School guarantees that it will comply with all District policies and procedures, and all applicable state and local laws and regulations, in obtaining leased or rented space.

10. Teachers and Staff: At the time of executing this contract, the parties anticipate that the following teachers will, by agreement, teach in the Charter School (attach additional sheets if necessary:

At the time of executing this contract, the parties anticipate that the following individual(s) will, by agreement, act as a principal/administrator in the Charter School and shall hold the title of \_\_\_\_\_:

\_\_\_\_\_ Charter School shall promptly provide School District with written notice of any proposed changes to the school's staff.

Charter School agrees that teachers and administrators will be evaluated in a manner equivalent to that used for other District ~~teachers~~ certificated personnel. (Charter School will utilize those evaluation procedures currently used by the District for evaluation of its certificated personnel or will describe how the Charter School will evaluate its teachers and administrators.)

Unless the School District and any association representing an employee agree to an exemption, all provisions of any existing negotiated or collective bargaining agreement applicable to any employee shall remain in effect while the employee provides services at Charter School. All waiver requests and written responses from the appropriate bargaining units are included in this contract and are attached hereto.

11. Pupil-Teacher Ratio: Charter School shall maintain the following pupil-teacher ratio:
12. Enrollment: Charter School shall enroll a minimum of \_\_\_ students and a maximum of \_\_\_ students at all times. Student enrollment may be adjusted pursuant to the admissions procedures set forth above if there is increased student demand to attend Charter School.
13. School Calendar: Charter School warrants that it will operate at all times designated in the attached school year calendar. The school day shall be

\_\_\_\_\_ hours long and will start at \_\_\_\_ a.m. and end at \_\_\_\_\_ p.m.

14. Retirement: All employees of the Charter School shall be members of the Teacher's Retirement System or the Public Employee's Retirement System and be subject to the requirements of those systems.
15. Contract Term: This contract shall be effective upon complete execution and shall be reviewed annually. The contract has been approved for a period of \_\_\_\_\_ fiscal years and will terminate on \_\_\_\_\_ (date). (No contract may be approved for a term in excess of five years or for a term which extends beyond July 1, 2005). Charter School may apply for a contract extension or reapply for a new contract during the last year of the existing contract period.

Although this contract is for the operation of Charter School for a period of \_\_\_\_\_ years, any financial commitment on the part of the School District contained in this contract is subject to annual appropriation by the School Board and the parties agree that School District has no obligation to fund the financial obligations under this contract other than for the current year of the contract term. The parties also agree that the School District has no obligation to provide the services described within this contract other than for the current year of the contract term.

16. Termination: This contract may be terminated by School Board for Charter School's failure to meet educational achievement goals or fiscal management standards, for a default in any material provision of this agreement or for other good cause. The School Board shall provide at least 30 days written notice to Charter School of its intent to terminate this contract and the reasons therefor. If Charter School fails to remedy the cause for termination within the time provided in this notice, then this contract shall automatically terminate at the end of the stated time. Any unused funds remaining shall immediately be returned to the School District upon such termination. Charter School may terminate the contract on an annual basis. In such event, Charter School shall notify the District by February 1 of a given school year of its intent to cease operations the following year.
17. Risk Management: Charter School agrees to adequately protect against liability and risk through an active risk management program. This program shall include purchase of insurance coverages, as directed by the Anchorage School District risk manager in the following amounts: \_\_\_\_\_ . Charter School agrees that it will coordinate all risk management activities through the District's risk management office.

Charter School shall not compromise, settle, negotiate, or otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.

Charter School agrees to operate in such a manner as to minimize the risk of injury or harm to students, employees, and others. Charter School shall comply with all Board policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of the school facilities.

18. Contract Compliance: Charter School agrees to oversee its operations to ensure that the terms of this contract are met. Charter School agrees to meet regularly with parents, teachers/staff, and students (where appropriate) to review, evaluate, and improve operations of the Charter School. Charter School agrees to meet with the Academic Policy Committee at least quarterly to monitor progress in achieving the Committee's policies and goals.
19. Indemnification: To the extent not covered by insurance, Charter School agrees to indemnify and hold the School District, its Board, agents and employees harmless from all liability, claims, and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Charter School's operations.

In addition to the mutual covenants and agreements set forth above, School District and Charter School agree to be bound by those agreements, promises, and covenants set forth in the final approved Charter School Application, a copy of which is attached, except as those terms are amended by this contract, and the bylaws and policies of the Anchorage School District, and federal, state and local statutes and regulations.

Dated

School Board President

Anchorage School District

Dated

Charter School Authorized Agent

Anchorage School District