

Aquarian Charter School
APC Meeting Minutes
November 21, 2019

Attendance: Brittany Nerland, Hope McClurg, Robin Brosius, Lisa Chelmo, Heidi Wailand, Debbie Ceden, Mera Matthews, Nicole Thibodeau, Carrie Connaker, *Meghan McManamin* *cd*
Visitors: Kendall Wilson

The meeting was called to order at 5:46 PM by Carrie Connaker, president.

Hope moved to approve the minutes of August 26, 2019, September 16, 2019 and October 21, 2019. Nichole seconded the motion which passed unanimously.

Principal report – Brittany
Treasurer report – Brittany
Teacher report- Ms. Lisa & Ms. Robin
TA report- Hope

Committee Updates

Long-Term Planning Committee briefly discussed the controversy with the current bond package. Also discussed was the need to develop talking points for teachers and begin writing grants.

LTPC believes we need to keep pre-bond and after bond expenses separate. Mera made a motion to set aside funds to pay for pre-bond expenses. It was emphasized that spending, needs to be pre-approved.

Mera summarized the MOU regarding catastrophic failure of the heating system. Heidi made a motion to sign the MOU. It was suggested to clarify how bond funds are directed to us.

Hope amends motion to accept the MOU with a WHEREAS, on November 19, 2019, the Anchorage school Board voted to include the ASD facility that houses Aquarian on the 2020 bond for \$6.8 million dollars for capital improvements and clarification as to how the \$250,000 is to be used for emergency repairs. Debbie seconded the motion which passed unanimously.

The topic of changing Aquarian Charter School name came up which lead to a brief conversation of the option of changing Aquarian to an alternative or optional school.

Survey Committee – Carrie brought up the need to start thinking about what kind of questions should be on the upcoming survey. The survey committee would like input from LTPC.

Community Engagement Committee – Mera suggested a fence decorating project.

Meghan moves to adjourn the meeting, Hope seconded. Meeting adjourned at 7:28 PM.

Next meeting will be on December 16, 2019 at 5:45 PM in the library.

Approved 12/16/19
cd

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) between the Anchorage School District (the “District or ASD”) and the Aquarian Charter School Academic Policy Committee (“Charter School”), shall be effective as of November 26, 2019 (the “Effective Date”).

WHEREAS, the District currently provides to Charter School the below-described Facility for use as a public charter school:

NORTHERN LIGHTS SCHOOL, located at 1705 W 32nd Ave, Anchorage, Alaska 99517, inclusive of a 25,080 sq. ft. facility and 314,328 sq. ft. property parcel.

; and,

WHEREAS, Charter School continues to use and occupy the Facility, as specified in the Charter School Contract executed on January 13, 2012 between the Aquarian Charter School and the Anchorage School Board (“Charter Contract”); and,

WHEREAS, on November 19, 2019, the Anchorage School Board voted to include the ASD facility that houses Aquarian on the 2020 bond for \$6.8 million dollars for capital improvements.

NOW THEREFORE, the District and Charter School agree to the following:

1. **USE OF DISTRICT FACILITY:** The use of the facility shall comply with all Federal, State, local statutes, Anchorage School Board policy, and the Charter Contract.
2. **FACILITY USE FEES:** The fees charged by the District to the Charter School for occupancy will be in conformance with Section 1. USE OF DISTRICT FACILITY, and will represent the costs to operate the facility. The District will continue to deduct from Charter School’s budget the fees for custodial/utility/maintenance on a monthly basis. The fees will represent actual costs without any administrative markup.
3. **TERM:** This term of the MOU shall commence on November 26, 2019 (the “Effective Date”) and shall expire on May 21, 2020 (the “Expiration Date”).
4. **USE AND OCCUPANCY:** During the term of the MOU, ASD shall immediately address any failures to building systems components that cause a health and safety issue. The Charter School shall be charged for maintenance repairs or replacement of building system components. This will include the costs of emergency major maintenance repairs and replacement of components to the facility. However, the Charter School’s obligation for emergency repairs will be limited to two hundred fifty thousand dollars (\$250,000) within the term of this agreement.

5. **ADDITIONS/ALTERATIONS:** As Charter School occupies District-owned facilities, additions and/or alterations will require prior approval, management, and oversight by the District's Senior Director of Purchasing and Senior Director of Capital Planning and Construction ("CP&C"). All design and construction work done on the Facility will comply with Board Policies 3311 and 3312.
6. **MAINTENANCE REQUESTS:** The District will continue to respond to repair maintenance requests from Charter School, which will be charged at actual costs to Charter School through the District's Maintenance and Operations Work Order System. ASD will determine if repair or replacement is appropriate.
7. **RESPONSIBILITIES OF CHARTER SCHOOL:** Charter School shall keep the Facility in good working order and shall inform the District of any maintenance issues as they arise, such that the Facility remains in compliance with all applicable health and safety requirements.
8. **ACCESS AND INSPECTION:** The District and its representatives may need to enter and inspect the Facility at any time. No advance notice shall be required; however, the District shall endeavor to reasonably schedule access as to not interfere with daily school activities.
9. **INSURANCE:** Charter School is currently maintaining acceptable insurance coverage and will continue to do so.
10. **COSTS TO CHARTER SCHOOL:** Any services provided by the District to Charter School will be billed at actual cost, without mark-up.
11. **MISCELLANEOUS PROVISIONS:**
 - a. **Notices:** All notices or other written communication required or permitted to be given under any provision of this MOU shall be deemed to have been given by the notifying Party if mailed by certified mail, return receipt requested, to the receiving Party addressed to its mailing address.
 - b. **Non-Waiver of Rights:** Any failure of the District to insist upon performance of any provision of this MOU, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this MOU.
 - c. **Severability:** If any covenant, condition, term, or provision contained in this MOU is held or determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this MOU, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

- d. Applicable Law: This MOU shall be governed by and construed under the laws of the State of Alaska, without regard to its laws relating to conflict of laws.
- e. Interpretation: The captions and headings used in this MOU are solely for the convenience of the Parties, and shall not be used in the interpretation of the text of this MOU. No conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.
- f. Third Party Beneficiaries: This MOU does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this MOU.

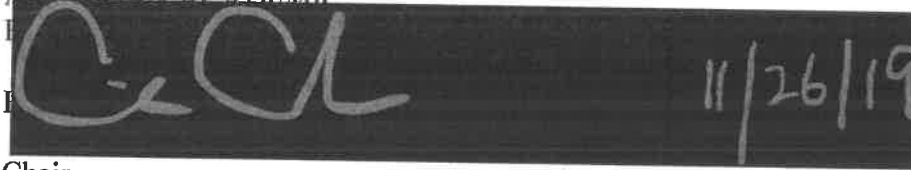
ANCHORAGE SCHOOL DISTRICT

By _____

Date _____

Thomas J. Roth
Chief Operating Officer

AQUARIAN ACADEMIC

A black rectangular redaction box covers the signature and date. The signature is written in white ink and appears to be 'C. C. L.'. To the right of the signature, the date '11/26/19' is written in white ink.

Chair