

FIREWEED ACADEMY CHARTER SCHOOL CONTRACT

THIS AGREEMENT is between Fireweed Academy Charter School, whose address is 995 Soundview Ave, Homer, Alaska 99603, hereinafter "Charter School", and the Kenai Peninsula Borough School Board, whose address is 148 North Binkley, Soldotna, Alaska 99669, hereinafter "School Board".

WHEREAS, Charter School desires to operate within the Kenai Peninsula Borough School District (hereinafter "School District") in conformance with Alaska Statute 14.03.250.290 and School District policies and procedures; and

WHEREAS, at its meeting dated January 15, 2018, the School Board reviewed the request to change the Charter School's Pupil Teacher Ratios from their original proposal of 14:1 to 18:1 K-2; 20:1, 3-6. The School Board approved the Charter School's amended application; and

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

Charter School shall provide educational programs and services subject to the terms and conditions of this contract, commencing with the first day of school, August 22, 2017 and continuing through the last day of school in the 2026-2027 school year.

1. **Educational Program:** Charter School shall provide an educational program which shall advance basic skill areas including mathematics, science, language arts and social studies appropriate to the age of students included in the program. Additionally, the educational program shall be designed as defined in Charter School Proposal as approved by School District and by the Alaska State Board of Education.
2. **Achievement Levels:** Charter School's educational program shall meet the specific levels of achievement specified in the proposal.
3. **Admission Policies and Procedures:** Any resident of the school district that is otherwise eligible to attend Kenai Peninsula School District schools may apply for admission to the Charter School. In addition, the Charter School shall adhere to the admissions policies and procedures specified in the proposal. Charter School covenants and agrees that it shall not discriminate against applicants based upon any of the protected classes, and that it shall provide equal access to its facilities to all students in compliance with state and federal law. The Charter School shall be nonsectarian, and shall not be affiliated in any respect with any sectarian institution.
4. **Administrative Policies:** Except as otherwise provided herein, Charter School is required to comply with School Board policies and procedures, and Alaska Department of Education regulations. To develop and implement admission and administrative policies for the school, the Charter School shall establish an Academic Policy Committee. Charter School shall adhere to Charter School administrative policies as specified in the proposal. The Charter School shall prohibit violence and the use or possession of drugs, alcohol, tobacco and weapons on school

grounds. Disciplinary proceedings for violations shall be consistent with applicable Alaska Statutes, state and federal regulations and school district policies.

5. **Funding:** School District shall allocate funding for Charter School in accordance with State Law, less administrative costs determined by applying the DOE approved indirect cost rate to the amount allocated for Charter School. An annual budget for Charter School shall be submitted to School District according to schedules established by the district. Funds shall be made available to Charter School on July 1 of each year of this contract. The amount of the budget will be adjusted immediately following the ADM count period as established by the State of Alaska. All materials and services provided by School District to Charter School shall be provided to Charter School at rates equal to those charged to other schools in the district. No tuition shall be charged to Charter School students who reside in the district. Fees consistent with School District policy and collected from Charter School students shall be retained by Charter School.
6. **Receipts and Expenditures:** Charter School shall account for receipts and expenditures by using and complying with the school district purchasing and accounting systems. Charter School covenants and agrees that it shall comply with all state and federal requirements for receipt and use of public money.
7. **Facility:** Charter School shall be operated at the following two locations: West Homer Elementary, 995 Soundview Ave, and Fireweed K-2 at 813 East End Road, both in Homer, Alaska 99603.

KPBSD covenants and warrants that the current facility complies with all local, state and federal health and safety requirements applicable to other public schools in the district.

Fireweed Academy agrees to pay utilities at a rate agreed upon on an annual basis.

8. **Teachers and Support Staff:** At the time of executing this contract, Charter School anticipates that the following teachers and support staff will perform teaching/support services in the charter school:
 - a) Administrator-Todd Hindman
 - b) Teachers as Budgeted
 - 1) Kim Fine- Kindergarten
 - 2) Betsy Vanek- Kindergarten/First
 - 3) Maureen Wilkinson First/Second
 - 4) Stephanie Zuniga- Third/Fourth/Fifth/Sixth
 - 5) Hannah Snow- Third/Fourth/Fifth/Sixth
 - 6) Jon Kulhanek- Third/Fourth/Fifth/Sixth
 - c) Secretary
 - d) Custodial staff
 - e) Other staff as required

Charter School shall promptly provide School District with written notice of any permanent changes to staff. It is agreed and understood that all employees will be recruited and employed through district processes and that teachers must sign a written contract with School District before providing services. Unless the School District and any association representing a teacher or support employee agree to an exemption, all

provisions of an existing negotiated or collective bargaining agreement applicable to employees shall remain in effect while the employee provides services at Charter School.

9. **Teacher-to-Student Ratio:**
The pupil-teacher ratio for Fireweed Academy is 18:1, K-2; 20:1, 3-6.
10. **Enrollment:** Charter School shall enroll a minimum of twenty (20) students at all times and shall enroll a maximum number of students as specified in the proposal.
11. **Contract Term:** This contract shall be effective upon complete execution and shall terminate at the end of ten (10) academic years unless earlier terminated as provided elsewhere herein.
12. **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 90 days written notice to Charter School of its intent to terminate this contract and the reasons therefore. If Charter School fails to remedy the cause for termination within the time provided by School District, this contract shall automatically terminate at the end of the stated time. Any unused funds and all properties remaining shall immediately be returned to the School District upon such termination.
13. **Federal and State Use of Public Money:** The Charter school agrees to comply with all state and federal requirements for receipt and use of public money.
14. **Charter School Proposal:** The Charter School Proposal as approved by the Alaska State Board of Education is hereby incorporated into this contract. This contract shall bind Charter School to its stated purpose, goals, operational procedures, and all other aspects of the approved proposal.

At its meeting January 15, 2018, the School Board reviewed the request to change the Charter School's Pupil Teacher Ratios from their original proposal of 14:1 to 18:1 K-2; 20:1, 3-6. The School Board approved the Charter School's amended application.

Signed _____ Date _____ (For School District)

Signed  Date 12/13/17 (For Charter School)