

Fairbanks North Star Borough School District
Charter Contract 2024 - 2025
Charter School

THIS AGREEMENT is made between Effie Kokrine Charter School, hereinafter "Charter School" and the Fairbanks North Star Borough School Board, hereinafter "School Board".

Fairbanks North Star Borough School District
520 - Fifth Avenue
Fairbanks, AK 99701

Effie Kokrine Charter School
601 Loftus Rd
Fairbanks, AK 99709

WHEREAS, Charter School desires to operate within the Fairbanks North Star Borough 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 reviewed and approved Charter School's charter renewal on for a period of ten years, including school years FY2015 to FY2025;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this annual 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 1st day of July for school year 2024. Services will be provided in accordance with the Charter School Calendar identified herein.

Annually, any modifications to the approved Charter Renewal proposal will be submitted in writing to the School District by April 01 prior to the annual report to the school board.

Compliance with Regulatory Requirements:

The 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 policies and regulations.

1. **Description of Educational Program:**

The Charter School shall provide an education 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 in the program. Provision will also be made for physical education, music, art, and instructional technology within the education program. The educational program shall be designed utilizing the curricula as defined by the Charter School application.

a. Description of Program:

Effie Kokrine comprises two main education programs, the junior high and high school. In the junior high program, all academic content areas (with the exception of math) are woven into thematic *modules* that follow the school curriculum spiral. In the high school program, Fairbanks North Star Borough School District Curriculum is implemented utilizing the *AK Standards for Culturally Responsive Schools Curriculum Guidelines*. Effie Kokrine follows a modified version of the FNSBSD-approved calendar, beginning school one week early in order to take a one-week break for fall subsistence activities.

2. Specific Levels of Achievement:

The Charter School students participate in the State of Alaska-mandated assessments.

3. Admission Policy and Procedures:

Students fill out an online application and then complete an interview. Effie has rolling admission and does not use a lottery.

4. Administrative Policies:

- a. Academic Policy Committee (*describe the make-up of APC, APC election process*)
- b. Administrator (*evaluation of, qualifications, hiring process, termination process*)
- c. Students (*grade levels served*)
- d. School Calendar and Times of Operation (*attach calendar and hours of operation*)
- e. School Board Report (*attach board report per AR*)

5. Funding:

The School District allocates funding in accordance with State Law, less administrative costs determined by applying the Department of Education and Early Development approved 4% indirect cost. An annual budget is submitted according to schedules established by the School District. The Charter School's program budget is used for operating expenses of the school's educational program, including the purchase of textbooks, classroom materials, and instructional aids, as well as student allotments.

Funds are made available on July 1 of each year and will continue under this Agreement. The amount of the budget will be adjusted following the ADM count period as established by the State of Alaska.

The Charter School may choose to carry over up to ten percent (10%) of the current, annual expenditures into a Charter School designated ending fund balance to be available for expending the following school year.

The Charter School may also receive revenues from grants and special revenue funds (beyond the per-pupil allocation) approved by the School District. Grants and special revenue funds received by the Charter School from the School District will pass directly into the operating

fund and will be used as specified in grant requirements. All donations, gifts, and grants will be utilized to help accomplish the mission and goals of the school.

6. School District Charges:

The Charter School shall account for receipts and expenditures and comply with the FNSBSD's purchasing and accounting systems. The charter school agrees that it shall comply with all state and federal requirements for the receipt and use of public money. The Charter School will comply with all District, state, and federal audit requests.

7. Student Fees and Charges:

The Charter School shall not charge tuition to students who reside within the District. Any 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. Charter fees must be clearly outlined in their school's charter

8. Method of Accountability for Receipts and Expenditures:

Between December and March, the Charter School liaison will work with the School District Business Manager to develop a budget for the next school year. This will include the salaries of all staff at the Charter School. At this time a "projected" student count for the following year will be given. The estimate may be finalized at the May School Board meeting.

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

All funds will run through the normal School District financial process. The Charter School agrees that it shall comply with all State of Alaska and Federal requirements for the receipt and use of public funds.

9. Location and Description of Facility:

601 Loftus Rd

Fairbanks, AK 99709

The facility is ___ square feet in size, containing 16 classrooms, administrative offices, and other facilities as described as follows:

Description of facility

The Charter School warrants that the facility shall at all times comply with all local, state, and federal health and safety requirements applicable to public schools in the School District.

10. Teachers and Support Staff:

1. Administrator- Josh Snow

2. Teachers- Michelle Sopoliga, Eric Galloway, Marion Josefson, Michael Dean, Carla Kangas, Eileen Julien, Bennet Wong, James Brothers
3. Secretary- Kadie Cooke
4. Custodial Staff- Julie O'Neill

The Charter School shall promptly provide the 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 School District processes and that teachers must sign a written contract with the 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.

11. Retirement:

In accordance with and subject to the requirements of state law, eligible employees of the Charter School shall be members of the Teachers' Retirement System and eligible support employees shall be members of the Public Employees' Retirement System.

12. Teacher to Student Ratio:

The Charter School shall maintain the following pupil-teacher ratios:
20-1

13. Enrollment:

The Charter School shall enroll a minimum of 135 students and a maximum number of 160 students at all times.

14. Risk Management:

The Charter School agrees to provide liability and risk insurance through the insurance program with Fairbanks North Star Borough. The Charter School agrees that it will coordinate all risk management activities through the Borough's risk management office. The Charter School shall not compromise, settle, negotiate, or otherwise affect any disposition of any actual or potential demands, claims, lawsuits, fines, judgments, or liabilities without first consulting with the School District and receiving the School District's written approval.

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

15. Term:

The term of this Agreement shall be one year, effective upon complete execution by the School Board. The School Board will review this Agreement every year.

16. Program Evaluation:

Each year, the school administrator shall oversee the preparation of an annual written report that provides an assessment of the Charter School program. The report will include information about:

- a. Student achievement assessment results
- b. Recommendation for remediation of poor student performance
- c. School goal attainment
- d. Student enrollment
- e. Description of charter school activities
- f. Meeting minutes
- g. List of Academic Policy Committee officers and members
- h. List of officers in any PTA/PTO or other parent organization
- i. Changes planned including changes to the contract and modifications to the charter

The Charter School will make a presentation to the School Board and the public annually each spring. Written reports will be received by the district prior to the Charter School's presentation to the School Board. The presentation will include student achievement results, highlights of the year, and any changes being requested to the contract or charter.

17. Termination:

During the Charter Schools annual review with the School Board, compliance with the provisions of this Agreement will be reviewed. If any allegations of noncompliance with this Agreement are presented either during the annual review or at any other time, then the School Board, through the Superintendent or designee, shall investigate the allegations to determine what remedy is warranted for the alleged noncompliance

The School Board may terminate this Agreement for:

- a. Failure by the Charter School to meet the educational achievement goals;
- b. Failure by the Charter School to meet fiscal management standards;
- c. Failure by the Charter School to abide by the Board Policies and Administrative Regulations of the School District;
- d. Default by the Charter School in any material provision in this agreement, or
- e. Other good cause as proven by the School Board.

The School Board shall provide ninety (90) days' written notice to the Charter School of its intent to terminate this Agreement. The notice shall include the reasons for its action and the specified time allotted for the situation to be remedied. If the Charter School fails to remedy the cause for termination within the time specified, this Agreement shall automatically terminate at the end of the specified time. The Charter School has thirty (30) days to appeal the School Board's decision to terminate this Agreement.

Upon termination, the Charter School has until a new semester starts which is not less than forty-five (45) contact days from the date of termination, to close the Charter School. For the welfare of the students, the School District shall work with the Charter School's staff and Academic Policy Committee to provide a smooth transition for all students into the appropriate School District schools.

At the close of the Charter School, any unused funds remaining and/or assets shall immediately be returned to the School District.

The Charter School may terminate this Agreement for the following school year by giving written notice to the School District on or before February 1 of a given school year of its intent to cease operations for the following year.

18. Federal and State Use of Public Money:

The Charter School agrees to comply with all state and federal requirements for the receipt and use of public money.

The Charter School shall comply with all applicable federal, state, and local laws, rules, and regulations including without limitation, the constitutional provisions prohibiting discrimination on the basis of disability, age, race, color, gender, national origin, or religion. The Charter School agrees that it shall operate as a nonsectarian public school.

19. Exemptions or Requirements Included in this Agreement (Waivers):

- #324.1 Assignment and Transfer of Building Administrator
- #341 Approval of Handbook and Directives
- #921.1 Selection of Instructional Materials
- #941.2 School Term
- #955.4 Out-of-District Travel Approval Procedures
- #984.3 Outside Credit
- #1230 Relations with Post-Secondary Educational Institutions

Policy #401 Section III Voluntary Transfer-Eligibility

Donna Barnett 07/23/24
Signature APC President Date

John Snow 4/23/24
Signature Charter Administrator Date

Blaney Herby 6/10/24
Signature School District Official Date