

**Fairbanks North Star Borough School District**  
**Charter Contract 2025 - 2030**  
**Discovery Peak Charter School**

THIS AGREEMENT is made between Discovery Peak 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

*Discovery Peak Charter School*  
*2880 Hurst Rd.*  
*North Pole, AK 99705*

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 June 5, 2019 for a period of ten years, including school years FY19 to FY29;

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 1st day of July for school year 2025. Services will be provided in accordance with the Charter School Calendar identified herein.

Any modifications to the approved Charter Application/Renewal will be submitted in writing to the School District by April 01 for the following school year.

**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.

- **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.

**Mission Statement:** The mission of Discovery Peak is to develop intellectually curious and capable young people who aspire to be ethical and compassionate leaders in their community.

**Curriculum:**

- **ELA:** HMH Into Reading as our core curriculum for grades K-6. Grades 7 and 8 participate in book studies as well as standards based lessons. We also use Renaissance school wide.
- **Math:** Singapore Math
- **Educational/Academic Goals:**
  - Math- leverage instructional materials aligned with standards (Singapore and identify gaps in knowledge to address with supplementary tools (IXL).
  - Literacy – Read, decode, comprehend, synthesize and analyze, critique and reflect upon numeric and written information gathered from a variety of sources. Walk to Read interventions will target reading needs.
  - Leadership - Students will have opportunities to participate in leading their own learning.

**Instructional Methods & Materials:**

- Community Focused Afternoon Explorations
  - These explorations focus on hands-on activities, connections to our community, problem solving, and intentional physical activity. Explorations will follow a project based learning curriculum that aligns with the State and District standards for science and social studies, while presenting materials in a practical, applicable manner. Emphasis will be placed on a learn-by-doing philosophy that maintains strong ties to practicality through problem solving, investigation, and discovery. Explorations will blend students into a multi-age learning environment. Multi-age clusters will be grouped as follows: K-1<sup>st</sup>-2<sup>nd</sup> 3<sup>rd</sup>-4<sup>th</sup>-5<sup>th</sup> 6<sup>th</sup>-7<sup>th</sup>-8<sup>th</sup> with the possibility of some explorations grouped differently in order to isolate age-appropriate content.
  - Multi-age settings allow for students to both learn from and teach their peers. Science, social studies, health, physical education, and music curriculum will also be combined within these grade level groups. Quarterly, students will be given some choice of various explorations within their multi-age cluster. This provides additional opportunity for individualized learning as students' interests are engaged! Similar to high school graduation requirements, students will be expected to complete a predetermined number of exploration courses in each content area prior to their advancement to the next cluster of explorations.
  - For example, a 3<sup>rd</sup> grade student will be expected to complete 4 science topics and 5 social studies topics throughout their 3-year multi-age experience, so that by the end of their 5<sup>th</sup> grade year they have engaged in a full range of the required curricular topics as determined by FNSBSD curriculum. What is different is that they may have experienced their lessons in a non-traditional order throughout their upper elementary years alongside their multi-aged peers. Within this time frame, they may also be able to select up to three additional explorations that are guided by their personal interests.
- 2. Individualized Learning for Language Arts and Math
  - We believe all students can be proficient, just not at the same time. Our structures are designed to help each student reach proficiency through individualized learning and

broadly accessible learning experiences. In order to maximize learning, students need instruction that is responsive to their academic needs, meets them where they are, and teaches them at their own pace. Students need to receive timely, differentiated support based on their learning needs which are identified through consistent formative assessment. Assessments must be meaningful, positive, and provide immediate feedback for both the student and educator. Immediate feedback of students' learning is essential as it provides educators the ability to flexibly group students quickly, drives appropriate instruction, and empowers students to take ownership of their own learning. Based on need, students will have opportunities to work with partners, in small groups, independently, with a teacher, and/or tutor. Groupings may be flexible across grade level bands and based on academic need. Learning outcomes will emphasize the application and creation of knowledge, along with the development of important skills.

- Students also have "data binders" or portfolios that follow them from grade to grade and help to document and track their learning progress. We plan to leverage this practice to more directly involve students inputting their own data/information about their own learning and achievements and reflecting on it in order to develop goal setting.
- 3. Intentional Physical Activity
  - Intentional and creative scheduling will be our most useful tool. Between and during blocks of academics, Discovery Peak has built-in brain breaks and movement activities. Frequent, every 45-60 minutes, physical breaks throughout the day, in addition to recess, adding up to 100+ minutes per day for some classes (nearly twice the mandated number of physically active minutes as per SB200!).
  - Flexible seating options are available in all classrooms—including but not limited to standing desks, floor chairs, rocking chairs, wobble stools, etc..
  - We have designed a building that allows for physical activity to naturally flow into our school structure and culture. We envision a building suited for increased physical activity: a gymnasium, indoor walking track, common areas that conjoin each multi-age cluster, and a foyer where the seating also serves as a stairwell to the second story.
  - While physical activity is our goal, we understand that this is different than physical education. The physical education standards will be woven into the afternoon explorations as well as into our activity breaks along with direct physical education lessons throughout the school year.

#### Evaluation Procedures:

- Data from Renaissance Learning products (Star Reading, Star Early Literacy, Star Math, Accelerated Reading), formative and summative assessments, MAP testing, mClass, and State testing will all be incorporated. We will utilize PowerSchool to track grades. We also follow the district norms for report cards.

#### Scheduling Requirements:

School Hours: 8:00 - 2:30 - Monday through Thursday.

8:00 - 1:30 - Friday

Calendar: Discovery Peak Charter School follows the FNSBSD calendar.

- **Specific Levels of Achievement:**

The Charter School students participate in the State of Alaska-mandated assessments. Data from Renaissance Learning products (Star Reading, Star Early Literacy, Star Math, Accelerated Reading), formative and summative assessments, MAP testing, and mClass are all used.

**Proficiency Rates (in relation to goals listed in section 1):**

- **Math** – leverage instructional materials aligned with standards (Singapore and identify gaps in knowledge to address with supplementary tools (IXL).
  - The average achievement percentile will increase at least five points compared Spring to Spring according to NWEA MAP scores in the first two years and thereafter growth will be above the 50th percentile.
- **Literacy** – Read, decode, comprehend, synthesize and analyze, critique and reflect upon numeric and written information gathered from a variety of sources.
  - At least 65% of students at Discovery Peak in K-3 will show growth in reading skills from Fall to Spring according to the mClass assessment. Students in 4-8th grades will show achievement or growth above the 50th percentile according to NWEA MAP data.
- **Leadership** - Student leadership opportunities will be developed; Reflective practices (for example: portfolios), sharing learning (APC presentations)

**Plan to bridge gaps:** Our school has one tutor for each cluster. These tutors are able to provide targeted small group instruction to students, as directed by their classroom teacher. Walk to Read intervention will continue and interventions prioritized K-8. Singapore Math training is scheduled for September. IXL will be available for grades 3-8 to target specific skill gaps in math as well as ELA. Piloting the Leader In Me and/or establishing a student leadership structure.

**Enhancement:** Opportunities for enhancement can be found in our explorations (project based learning).

- **Admission Policy and Procedures:**

Admission Process: Prospective families of Discovery Peak will follow a three-step process:

1. During the application process, parents and guardians must attend one orientation meeting to learn about the philosophy, curriculum, and daily operation of the school. Dates for the orientation meetings and visitation arrangements will be posted on the school's web page which is linked to the School District site at <http://www.k12northstar.org>. These visits may be done by proxy for potential students from military or relocating families.

2. Parent(s) or guardian(s) will complete the online lottery application for Discovery Peak.

3. Once completed, students will be electronically selected for attendance. If more students apply than can be accommodated within a grade level, applicants will be drawn by lottery for admission. Lottery drawings will be held on April 15 each year for the upcoming fall.

### **Admission Criteria:**

The Charter School is a parent-choice school. A student enrolling at Discovery Peak must be at least five years old on or before September 1st of the enrollment year. Children must be 6 years old on or before September 1 to attend first grade. A copy of the child's birth certificate is required for each student entering kindergarten or first grade at the time of the lottery application submission. Once accepted, all new students must submit proof of immunization before being admitted into school. At least one parent, or legal guardian, must be a resident of the Fairbanks North Star Borough.

All parents who enroll students in the school are required to contribute volunteer efforts to Discovery Peak Charter School. Parents may choose from a variety of opportunities to become engaged in the day-to-day operation of this innovative school. Flexible opportunities will be offered, organized to fit into the time schedules of parents. Opportunities will range from in-school tutoring, small group instruction, assisting in recreational and community-based activities (both inside and outside the school), clerical tasks, classroom organizational activities, snow removal, weekend activities, furniture repair, cooking, to fundraising. School staff will provide volunteers with sign-up opportunities via ParentSquare or other available tool for each semester's volunteer needs. An average voluntary contribution by a family would be approximately 10 hours per semester.

A "Volunteer Bank" will be available for families to draw from. Families who are able to volunteer excess hours can donate to the Volunteer Bank for others to draw from if necessary. Organizations who donate their time may have their hours donated to the Volunteer Bank as well.

### **Selection Process**

Enrollment at Discovery Peak is voluntary. As per AS 14.03.265 (b) the school shall strive to enroll all eligible students who submit a timely application. In the event of too many eligible applicants, the school will follow Fairbanks North Star Borough School District Lottery Procedures for Open Enrollment. The lottery will be held on April 15 of every spring, for enrollment for the following fall, and will be conducted in accordance with district policy.

We expect more applicants than the school has room to enroll. In this case, all students will be enrolled following a lottery process held on or near April 15 each year. The lottery determines the waiting list for the following school year.

Discovery Peak keeps a waiting list of students that have applied, but were unsuccessful in being chosen through the lottery for the duration of one school year. When there are openings in the school between the annual lottery, the waiting list is used to fill the vacancies.

In subsequent years all students who have previously attended the school are automatically re-enrolled in the program. However, in order to confirm numbers for the following year, a re-enrollment form is issued in early February. Although all new applicants must meet application requirements, future students who already have siblings enrolled in the school are given priority to enroll in Discovery Peak,

given that space is available at the sibling's grade level. Siblings are defined as permanent, immediate family members, fifteen years old or younger, who are living in the home. During the process, siblings of selected students will only be admitted if there is space in the classroom of the necessary grade level. Siblings are only admitted if there is space available in their appropriate grade level.

Although all applicants must meet application requirements, children of staff members and of the Academic Policy Committee are given preference, per Discovery Peak Bylaws and Fairbanks Education Association Contract. There is an understanding that this may increase class size of an already full class. However, per FEA contract this accommodation must be made. Class sizes should return to normal as students flow in and out of attendance.

In order to maintain balanced grade level classrooms, and to keep classroom enrollment stable, Discovery Peak will adjust available enrollment slots to reflect grade level openings as needed to keep classes at 22 students per grade level.

Once enrolled, parents or guardians will complete an annual *Intent to Re-enroll* form for succeeding school years, and are expected to notify the school of any change in plans. If a student withdraws from Discovery Peak to attend another school, they are required to complete the application and lottery process again for readmission to the school. Re-enrollment forms must be completed and returned by district-scheduled, second semester parent-teacher conferences to ensure re-enrollment. Not completing the form will cause the student to lose their place at Discovery Peak.

- **Administrative Policies:**

***A: Academic Policy Committee - Below is information from the APC bylaws for DPC that were approved by the School Board on June 7, 2022. (The APC is currently updating bylaws through committee work to reflect recent changes in administration (principal instead of head-teacher) and to align with AASB's recently published model bylaws for APCs)).***

#### **ARTICLE IV Academic Policy Committee**

**Section 1. Membership.** Membership on the APC is by election except as provided herein. The number of members constituting the entire APC shall be a minimum of (7) or a maximum of (9) voting members. With the majority of members being permanent staff members and the remaining members shall be parents and community members who are not permanent DPCS staff members. The head teacher or acting head teacher then under contract to the school shall be a non-voting ex-officio member of the APC.

**Section 2. Term.** The term of all elected members of the APC shall be two (2) years beginning January 1 and ending December 31. It is the goal of these bylaws that at any regular election two to three (2-3) of the APC staff positions and two (2) of the APC parent/community member positions shall be open for re-election, and that the remaining staff and parent/community member positions shall come up for



re-election at the following year's regular election. If at any time this balance is not maintained, the APC may extend (but not shorten) the term of any APC member(s) until this balance is achieved. A majority vote of the full APC shall be required to extend any term.

**Section 3. Term Limitations.** There shall be no limitation on the number of consecutive or nonconsecutive terms that any member of the APC may serve.

**Section 4. Vacancies.** Any vacancy occurring on the APC may be filled by majority vote of the remaining members of the APC. The replacement member of the APC shall be appointed for the unexpired term of the predecessor in office.

**Section 5. Compensation.** Participation in the APC is voluntary. Members of the APC shall not receive any monetary or non-monetary compensation for their participation.

**Section 6. Resignation.** An APC member may resign at any time by giving written notice to the Secretary of the APC. Such resignation shall take effect at the time specified therein and, unless otherwise stated, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7. Removal.** The APC may remove any APC member. Removal shall require a vote of the full APC, including the APC member who is subject to removal.

**Section 8. Conflict of Interest.** Service on the APC is a trust created in the interests of the common good and for the benefit of the school. It is the intent of these bylaws to maintain confidence and prevent the use of this membership for private gain or any other improper purpose. To avoid conflict of interest, excepting the staff positions, no voting member of the APC shall be a paid staff member of the school, inclusive of the head teacher and any other person who receives any monetary compensation from the school.

**Section 9. Self Evaluation.** Self evaluations will be conducted based on an approved evaluation form. a. At the May meeting the APC will set goals for the following year. b. At the January meeting there will be a midyear check in. c. At the April meeting the APC will complete the final self evaluation.

## **ARTICLE V Officers of the Academic Policy Committee**

**Section 1. Officers.** The officers shall be the President, Vice President, Secretary, and Treasurer.

**Section 2. Election of Officers.** The officers shall be elected in November from among the members of the APC by a majority of members present. There will be no more than two (2) DPCS staff serving as an officer at a time.

**Section 3. Term.** The term of all officers shall be two (2) years. Two (2) officers will be up for election on alternating terms.

**Section 4. Removal.** Any officer elected or appointed by the APC may be removed from office (but not from the APC) by a majority vote of the full APC.

**Section 5. Vacancies.** A vacancy in any office may be filled by a majority vote of the full APC for the unexpired portion of the term.

**Section 6. President Functions.** The President shall be a member of the APC for at least 6 months and shall:

- a. Preside at all meetings of the APC;
- b.. Set the time and place of all special meetings of the APC;
- c. Publish on the APC website;
- d. Break tie votes;
- e. Have authority and perform duties as directed by the APC from time to time.

**Section 7. Vice President Functions.** The Vice President shall: a. Serve in the place of the President if the President is unable to serve or preside over

- a. board meetings;
- b. Appoint, with the consent of the APC, all committees and require them to give reports of their actions to the Board;
- c. Perform such other duties as from time to time may be assigned by the APC.

**Section 8. Secretary's Functions.** The Secretary shall:

- a.. Keep electronic minutes of the meetings of the APC and make available to the public
- b. Keep an updated list of the mailing address, e-mail address, and telephone numbers of each member of the APC;
- c.. Perform such other duties as from time to time may be assigned by the APC.

**Section 9.. Treasurer Functions.** The Treasurer shall:

- a. Maintain accurate, up-to-date records of account;
- b. Complete and file all tax documents in a timely manner;
- c. Perform such other duties as from time to time may be assigned by the APC

## **ARTICLE VI Nominations and Elections**

**Section 1. Nominations.** The APC shall oversee the following:

- a. Solicit and accept applications, on a form prescribed by the APC, from candidates for



membership to the APC;

**Section 2. Election.** Upon receipt of a slate of candidates, the APC shall call an election. The APC will then:

- a. Prepare secret ballots and otherwise oversee the election so that it is conducted in a fair manner;
- b. Distribute, collect, and count the secret ballots and otherwise oversee the election so that it is conducted in a fair manner;
- c. Advise the candidates and the APC of the election results;
- d. Prepare a report stating the results of the election, which shall be kept at the head teacher's office of the school and be made available for review by the public. The APC shall be responsible for monitoring voter eligibility and resolving any disputes involving the casting of ballots;
- e. Announce results of the election to the parent body

**Section 3. Eligibility to Vote.** Parents or legal guardians of students currently enrolled in the school, staff, and current APC members are eligible to vote for APC members.

**Section 4. Voting.** All eligible voters may cast one vote for each vacant position on the ballot, not to exceed one vote per person per open position.

**Section 5. Casting of Ballots.** Secret ballots must be cast on the form prescribed by the APC by the designated date and time. Proxy, facsimile, e-mail, or other method of voting not expressly authorized above are not permitted or valid.

**Section 6. Exceptions.** In the event that the number of qualified candidates is less than or equal to the number of vacant positions, the APC may dispense with an election and confirm candidates with a majority vote.

***B. Administrator - Below is information from the APC bylaws for DPC that were approved by the School Board on June 7, 2022.***

#### **ARTICLE IX Head Teacher**

**Section 1. Selection/Removal.** The head teacher shall be selected by the APC. Removal of the head teacher will require 2/3 vote of the full APC when, in its judgment, is in the school's best interest. Head teacher interviews shall be conducted by an APC Executive Board member who does not also hold a staffing position at Discovery Peak.

**Section 2. Duties and Responsibilities.** The head teacher shall have those day-to-day management and other duties as assigned and delegated by the APC, or as required by law. The head teacher shall select,

appoint, or otherwise supervise employees of the school. The head teacher shall see that all policies, orders, and resolutions of the APC are carried into effect. Upon delegation by the APC, the head shall: a. Maintain financial records of the school; b. Manage the day-to-day operation of the school; C. Meet regularly with parents and with teachers of the school to review, evaluate, and improve operations of the school; d. Meet with the APC regularly to monitor progress in achieving the APC's policies and goals; e. Submit appropriate information as required by the School District, Department of Education or Federal and State Agencies; and f. Submit for approval or disapproval to the APC all significant policy and financial decisions that may have a substantial impact upon the school.

**Section 3. Evaluation.** The evaluation will be conducted on an approved evaluation form. a. At the August meeting the APC will set goals with the head teacher. b. At the December meeting the head teacher will provide a self-evaluation report to the APC during an executive session. C. At the April meeting there will be an executive session for the final head teacher evaluation. Staff members serving on the APC will be recused for the final evaluation.

### ***C. Students***

- i. Discovery Peak serves students in grades kindergarten through eighth grade.

### ***D. School Calendar and Times of Operation***

- ii. Discovery Peak Charter School follows the FNSBSD calendar.
- iii. For the 2024/2025 school year Discovery Peak's student hours will be as follows:
  1. Monday through Thursday: 8:00 - 2:30
  2. Friday: 8:00 - 1:30
- iv. Staff hours are as follows:
  1. Monday through Friday: 7:30 - 3:00

### ***E. School Board Report***

 [Annual Report One-Pager 24-25.pdf](#)

- **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.

- 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.

- 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.

- 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.

- Location and Description of Facility:

Discovery Peak Charter School: 2880 Hurst Road, North Pole, AK, 99705.

The facility is 21,375 square feet in size, containing 10 classrooms, 2 administrative offices, and other facilities as described as follows:

Discovery Peak Charter School has 9 classrooms, 1 special education classroom, 1 teachers lounge, 1 workroom, 1 Principal office, and 1 front office. Discovery Peak Charter School also has a small gym and kitchen as well as a large commons area. Upstairs, there is a loft area and a walking track.

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.

- **Teachers and Support Staff:**

- Administrator - Principal
  - Nathan Pitt
- Teachers
  - Kindergarten - VACANT
  - First - Alexis Rosenbery
  - Second - Monica Becker
  - Third - Sierra Glade
  - Fourth - Crystal Benton
  - Fifth - Chelsea Sellers
  - Sixth - Manda Kassel
  - Seventh - Maynard Maglaya
  - Eighth - Rosalee Edwards-Sam
  - Resource - Leslie Husted
- Secretary
  - Administrative Secretary - Sue Thompson
  - Charter School Assistant - Ingrid Nelson
- Custodial Staff
  - Contracted - Kevin Barnes - NEW RFP coming
- Other staff as required
  - Tutors
    - Emily Gibson
    - Kim Durrant
    - Ellie Beck
    - Min Theus

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.

- Special Education:

Providing a Free and Appropriate Public Education is a joint responsibility of both the charter school and school district. Charter Schools are subject to all state and federal laws, including, but not limited to the Individuals with Disabilities Education Act. Specifics related to these responsibilities are outlined in Appendix A.

- Teacher to Student Ratio:

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

- Kindergarten - 22:1
- First - 22:1
- Second- 22:1
- Third- 22:1
- Fourth- 22:1
- Fifth- 22:1
- Sixth- 22:1
- Seventh- 22:1
- Eighth- 22:1

- Enrollment:

The Charter School shall enroll a maximum number of 198 students.

- 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.

- 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.

- Term:

The term of this Agreement shall be **five** years, effective upon complete execution by the School Board.

- Program Evaluation:

During contract renewal, the school administrator shall oversee the preparation of a 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. 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.

- Termination:

During the Charter Schools 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 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.

The Charter School will bear any legal costs incurred as a result of an investigation if non-compliance by the Charter School is verified.

- 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.

- Exemptions or Requirements Included in this Agreement (Waivers):

The following are the waivers requested by Discovery Peak. Additional waivers may be requested and approved pursuant to the terms of the Contract between the parties. Waiver of any policy constitutes waivers of associated rules and regulations.

- 310 - Administrative Organization
- 321 - Superintendent
- 324 - School Building Administration

- 325 - Staff Relations
- 330 - Administrative Committees (Superintendent's approval)
- 340 - Principals (policy Implementation)
- 341 - Handbooks (Superintendent's approval)
- 546 - Supervision (Principal)
- 1143 - Principal's Advisory Committee
- 900 - Curriculum & Instruction Philosophy
- 910 - Curriculum Development
- 920 - Instructional Materials
- 921 - Selection of Instructional Materials
- 922 - Request for Reevaluation of Instructional Materials
- 923 - Disposal of Outdated Instructional Material
- 960.3 - Instructional Arrangements - Class Size
- 971 - K-12 Student Assessment
- 1154 - Parent Involvement
- 1310-1370 - Facilities
- 1390 - Facilities
- 741 - Building Security
- 742 - Use of Building
- 1160 - Use of District Facilities
- 1032.1 - Establishment of Boundaries
- 1032.2 - Attendance Out of Transportation Zone
- 1048 - Behavioral Standards Involving Violence and/or Weapons
- 1049 - Alcohol and Other Unauthorized Substance Violations
- 1031 - Student Attendance
- 1045 - Student Behavior
- 1045.2 - Student Handbooks
- 1063.2 - Homebound Instruction

 5/27/25

Signature APC President Date

 5/27/25

Signature Charter Administrator Date

 6/3/25

Signature School District Official Date

## **APPENDIX A**

### **Fairbanks North Star Borough School District Charter School/Special Education Services Responsibilities**

In an effort to help clarify financial roles and responsibilities for both charter school and Special Education department budget planning, the following guidelines apply. These guidelines do not represent a change in current policy practice but formally document responsibilities for special education services at charter schools within the Fairbanks North Star Borough School District.

Students with disabilities who attend charter schools are entitled to receive all rights under the IDEA, and may not be denied access to a charter school due to their disability.<sup>1</sup> The obligation to comply with the IDEA is not excused simply because a charter school does not have the infrastructure or staff to ensure IDEA compliance. Students in charter schools must be located, identified, and evaluated in accordance with the IDEA's child find provisions; be provided with IEPs; receive FAPE; be placed in the least restrictive environment; be taught by appropriately trained personnel; and be accorded the complete set of procedural safeguards under this law.<sup>2</sup>

It is the responsibility of both the Special Education Department and the individual charter schools to ensure compliance with state and federal law, and that these obligations are met.

Charter schools are responsible for:

- Hiring and supervising special education certified teachers and any support staff (including paraprofessionals and counselors) needed to meet the educational/related services needs of students for whom the charter school has been determined an appropriate, least restrictive environment.<sup>3</sup>
- Staff to ensure compliance with special education paperwork requirements, in coordination with the special education department.
- All instructional materials, assistive technology equipment, instructional technology, and hardware needed for evaluation of students.<sup>4</sup>

The Special Education department is responsible for:

- Providing administrative support for special education students in charter schools. This includes record keeping, long-term file maintenance support, and District coordination of IEPs and the IEP process.

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<sup>1</sup> 34 CFR 300.209.

<sup>2</sup> 34 CFR 300.209.

<sup>3</sup> Specialized positions in the related services can be difficult to recruit and hire for. In some cases these services may need to be provided virtually. In the event that a charter school requires more support from related services than outlined herein, it may be possible to make arrangements on a case-by-case basis for the district to make related services staff available on an hourly basis at service cost.

<sup>4</sup> The Special Education department may assist, when necessary, to provide equipment for charter school special education students.

- Providing access to District electronic tools for evaluation and IEP development (PowerSchool Special Programs and Q-global/interactive).
- Training new special education staff at charter schools, as appropriate to their role, in the use of PowerSchool Special Programs, Special Education policy and procedures, Crisis Prevention Institute training, de-escalation, and special education evaluation instruments.
- Inviting charter school special education staff to District professional development opportunities, as appropriate.
- Consultation from assistive technology staff, as needed, for student IEP support.
- Related Services support for evaluation, IEP development, and supervision/implementation of student IEP services and accommodations support.