CHARTER SCHOOLS CONTRACT

THIS AGREEMENT is between _____________________, whose address is _________________, hereafter "Charter School," and the Sitka School Board, whose address is 300 Kostrometinoff, Sitka AK 99835, hereafter "School Board."

WHEREAS, Charter School desires to operate within the Sitka 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;

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 with the first day of school in the School District for the ________________ school year.

1. Compliance with Regulatory Requirements: Charter School warrants that it will comply with all state and federal laws and regulations applicable to public school 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, language arts, and social studies, appropriate to the ages of students included in the program. The educational program shall be designed as follows (attach additional sheets if necessary):

3. Achievement Levels: Charter School’s educational program shall result in students attaining the following specific levels of achievement (attach additional sheets if necessary):

4. Administrative Policies and Procedures: Charter School has requested and received authorization for the following exemptions from School District policies and procedures (attach additional sheets if necessary):

Charter School agrees and warrants that it will comply with all other School District policies and procedures except those pertaining to textbooks, program, curriculum, and scheduling requirements.

a. Admission Policies and Procedures: 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 random drawing. 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 Charter School administrators at least two times yearly, to monitor progress in achieving the committee's policies and goals.

The Academic policy Committee shall include five persons, including two parents of students attending Charter School, one teacher, one District administrator, and one other Charter School employee. Members of the first Academic Policy Committee shall be selected by applicant subject to the approval of School Board. Thereafter, membership shall be determined in accordance with procedures developed and approved by the committee.

4. **Funding**: School District shall allocate funding for Charter School based on a per-pupil proportional share of state foundation funding received by the School District for students attending Charter School, less administrative costs as determined by the School District. If a Charter School student transfers to another school within the School District during the school year, the pro rata share of funds attributable to that student will follow the student from the date of transfer.

5. **School District Charges**: The School District shall not charge Charter School rent for use of space that is deemed available by the School Board or its designee. All other materials and services provided directly by School District to Charter School shall be charged to charter school at School District’s cost.

6. **Student Fees and Charges**: No tuition shall be charged to Charter School students who reside in the School District. Any fees Charter School proposes to charge students must be approved by the School District.

7. **Budget and Accounting**: The Charter School shall provide an annual budget to the School Board for approval on or before the fifteenth day of January each school year. Charter School’s funding allocation for the _______school year and a statement of costs assignable to the Charter School program budget is attached as Appendix A to this agreement. Appendix A 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 shall account for receipts and expenditures by using and complying with the School District’s accounting, audit, and other fiscal procedures. Charter School covenants and agrees that it shall comply with all state and federal requirements for receipt and use of public money.

8. **Facility**: Charter School shall operate 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 covenants and warrants that the facility complies with all local, state, and federal health and safety requirements applicable to other public schools in the School District.

9. **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):
Charter School shall promptly provide School District with written notice of any proposed changes to the school’s staff. It is agreed and understood that all teachers must sign a written contract with School District before providing services. All hires, retentions and nonretentions of Charter School employees must be approved by School Board. Teachers must be evaluated in a manner equivalent to that used for other District teachers. 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.

10. **Pupil-to-Teacher Ratio**: Charter School shall remain the following pupil-to-teacher ratio:

11. **Enrollment**: Charter School shall enroll a minimum of students and a maximum of students at all times.

12. **School Calendar**: Charter School shall follow the school calendar attached as Appendix B to this contract.

13. **Retirement**: All employees of the Charter School shall be members of the Teachers' Retirement System or Public Employees' Retirement Association and subject to the requirements of those systems.

14. **Contract Term**: This contract shall be effective upon complete execution and shall be reviewed and renewed yearly up to a maximum of five years unless terminated as provided elsewhere herein.

15. **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 on this agreement or for other good cause. The School Board shall provide 30 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 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.

Dated

Board President, Sitka School District

Dated

Charter School Authorized Agent

SITKA SCHOOL DISTRICT
Implementation Date: June 4, 1996