

Contract with the Ketchikan School Board
APC Approval December 7, 2020

TONGASS SCHOOL OF ARTS AND SCIENCES CONTRACT

THIS AGREEMENT is between Tongass School of Arts and Sciences, whose address is 410 Schoenbar Road, Suite 202, Ketchikan, Alaska 99901 907-225-5720; and the Ketchikan Gateway Borough School District Board of Education, whose address is 333 Schoenbar Road, Ketchikan, Alaska 99901, hereinafter "School Board."

WHEREAS, Tongass School of Arts and Sciences (hereinafter, "Tongass School") desires to operate within the Ketchikan Gateway 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 has reviewed and approved Tongass School's application, subject to amendments or conditions determined by the School Board; and

WHEREAS, the parties contemplate the application, as amended by this contract, between Tongass School and the School Board, will constitute the agreement between the parties regarding the governance and operation of Tongass School;

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

Tongass School shall provide an educational program in the School District subject to the terms and conditions of this contract, commencing on the first day of July for the school year 2021. Services will be provided in accordance with the following provisions:

1. Educational Program. Tongass School shall provide an educational program that shall advance students' mastery of basic skill areas including language arts, mathematics, science, and social studies, appropriate to the age of students included in the program. Provision will also be made for physical education, music, art, cultural studies, and instructional technology within the educational program. The educational program shall be designed utilizing the curricula as defined by the Tongass School Application.

The Tongass School will follow the amendment to the Elementary and Secondary Education School Improvement Act of 1988 in accordance with Chapter 1 and Chapter 2. The Tongass School will utilize District services for Special Education, Migrant Education, Indian Education, and other necessary and appropriate services. School District administrative staff will determine how mandated federal programs (e.g., special education, Chapter 1, migrant education, etc.) will be provided. Special programs shall be available to Tongass School students on an equitable basis.

Tongass School will operate in accordance with the Ketchikan School District school year calendar, subject to internal modifications approved by staff and Ketchikan Education Association (KEA)

Each year by October 1, the principal shall oversee the preparation of an annual report which provides an assessment of the Tongass School program. The report, which shall be submitted to the Board during their second regular meeting in October, will include information about:

- a. Enrollment, including continuing enrollment;
- b. Test score data;
- c. Any other relevant assessment data;
- d. Results of family survey;
- e. APC training.

The report shall also include information about funding from all sources, including grants, and in-kind services.

2. Achievement Levels. Tongass School's **2021-2022** educational program shall result in students attaining the specific levels of achievement as described in the Tongass School Annual Report. Tongass School will provide the School Board with revisions of specific levels of achievement and goals of each subsequent school year. These revisions will be included in the Tongass School's annual report for review and approval by the School Board.

3. Admission Policies and Procedures. Tongass School will operate for **ten (10)** years as set forth, and admissions procedures for continuing students from one school year to the next follow. Tongass School shall determine students' eligibility for admission to its program using the criteria described in Section 6, Part 1 of the application.

Tongass School affirms that any eligible student who applies according to the timelines in the Admissions Policy will be admitted, up to the maximum number of students that can be accommodated by the program, grade level or both. Tongass 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.

Because Tongass School is a charter school and submits a budget, based on projected enrollment, to the District by June 1 each year, Tongass School will re-enroll current students and pre-enroll new students in March for the upcoming school year. Temporary enrollment may be granted to students after the March 15 deadline, and is valid only for the remainder of the current school year. For the purposes of re-enrollment for the next school year, these students will not be considered continuing Tongass School students.

4. Administrative Policies and Procedures. Tongass School agrees and warrants that it will comply with all other School District policies and procedures except those pertaining to textbook, program, curriculum, scheduling requirements, and other waivers as approved by the School Board. The Tongass School principal shall evaluate Tongass School staff in accordance with Ketchikan School District policies. Any new or revised Tongass School policies must be approved by the School Board. The Tongass School has asked for, and received, a waiver of the District's Conduct and Discipline Policy. (See attached Tongass School policy)

5. Funding: Formula. The School District shall allocate funding for Tongass School based on a per-pupil allocation for the pupils enrolled, based upon the following formula (per the approved MOA November 30, 2018, as it may be amended by the parties from time to time, a copy of which is attached as Appendix I and incorporated by reference.):

- a) The amount generated by the students enrolled in the charter school under the state's foundation program (State Funding Formula plus Local Borough Contribution plus any carry over from previous year's operating budget).
- b) Less amounts expended for District Wide Expenses, allocated on a per pupil basis; and
- c) Less building rent: The rental rate for the Charter schools shall be the actual per capita rate of the operational costs of the district. These costs will be allocated between the two schools based on the proportion of the building area used by each school. The Charter schools will pay the district-wide actual operations and maintenance costs other than utility and custodial costs represented by the portion of the district-wide building square footage represented by the Valley Park Campus (district maintenance costs). The district maintenance costs shall be calculated based upon the average actual maintenance and operations expenditures, excluding utilities, for the prior three years.

In addition, the Charter schools will directly pay utility costs of sewer, water, electricity, and heating oil out of their operational budget. The facility costs for each of sewer, water, garbage and electricity will be divided by 2 between the Charter schools. Heating oil will be allocated based on a square footage that each school occupies. Each Charter school will also directly pay custodial costs for their school out of their operational budget.”

For purposes of calculating and allocating rent costs for preparation of proposed charter school budgets by May 1, the actual per capita rate of the operational costs of the district for use in the calculation of the 3-year average for the rental calculation will be based upon the average of the actual costs for the two most recent completed fiscal years and the estimated costs for the current uncompleted fiscal year. The estimated costs for the current uncompleted fiscal year will be based upon the budget for the current uncompleted fiscal year. The actual per capita rate for each fiscal year will be provided to the charter schools in November after the fiscal year has been completed and the books closed for the previous fiscal year.

The funding allocation set forth above is for the purposes of creating a program budget for the charter school for the next year. Actual student enrollments in the charter school (and revenues generated from those enrollments) shall be ascertained in the same manner that the State of Alaska uses to determine student enrollments and state revenues generated in the District. The charter school budget will be adjusted to the ADM based on the preliminary OASIS student count in October (as submitted on the District Foundation Summary) and audited final OASIS numbers as provided by the State’s enrollment report (per approved MOA). The District may allocate additional funding for Tongass School based on the approved program for Tongass School; this increase must be approved by the School Board. The School Board must approve all grant applications for Tongass School. The District shall notify Tongass School of any grants awarded to the District that includes Tongass School students.

Tongass School may not charge tuition to students who reside within the school District, and Tongass School may charge fees only as permitted by applicable law or on a wholly voluntary basis.

Funding: less than full funding by Borough, State or Both. If the District funding request is not fully funded by the Borough, if the District State foundation entitlement is not fully funded, or both, District administrative staff will review staffing and funding and will, in consultation with

the Tongass School APC, make recommendations as appropriate to the School Board. If the District receives funding from the Borough in excess of the minimum local contribution, Tongass School will receive funding on a pro rata basis, as determined by the agreed upon charter school funding formula..

6. Accountability for Receipts and Expenditures. The Tongass School shall provide an annual budget to the administration for approval on or before June 1 of each school year. Tongass School's funding allocation for the next school year and a statement of costs assignable to the Tongass School program budget will be attached as to this agreement. The budget will be amended on an annual basis to reflect any changes in Tongass School's funding allocation or assigned costs for subsequent school years.

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

Tongass School shall account for receipts and expenditures by using and complying with the School District's accounting, audit and other fiscal procedures. Tongass School shall establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws as requested. Tongass School agrees that it shall comply with all local, state, and federal requirements for receipt and use of public money.

Tongass School shall operate under the terms of the approved program budget. The Tongass School shall develop a proposed program budget for the anticipated students enrolled in the Tongass School. The budget cycle for Tongass School shall correspond to the School District budget cycle. The Tongass School shall submit the proposed program budget by June 1, preceding the ensuing school year to the School District. The School Board shall approve the program budget, provided it satisfies the requirements of this contract, and applicable federal and state laws and regulations. The program budget shall separately identify all sources of revenues and specify the expenditures of each separate source of revenue. The program budget may include revenues beyond the per-pupil allocation.

7. Location. The Tongass School shall be located at: 410 Schoenbar Road, Suite 202, Ketchikan, Alaska 99901, commonly known as the Valley Park campus. The School Board reserves the right to move the Tongass School to another district facility or to rescind its offer to provide a district facility. Tongass School reserves the right to move Tongass School to a non-district facility.

8. Teachers. At the time of executing this contract, the following teachers are; by contract, teaching at the Tongass School and have consented to the assignment pursuant to AS 14.03.270(a): Carol Stanton, Alexis Gubatayo, Harmony Rushton, Alison Sebcioğlu, Dawn Rauwolf, Clint Shultz, Madonna Hall, Jade Safranek, Melanie Cornwall, Adam Gullen, Lydia Kline, Amy Bauer, Michaela Leslie. Tongass School shall promptly provide the District and School Board with written notice of any proposed changes to the school staff.

Tongass School will utilize the evaluation procedures currently used by the District for evaluation of its certificated personnel and non-certificated personnel. Unless the School District, APC, and bargaining unit representing the 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 Tongass School in accordance with AS 14.03.270(b). Tongass School understands and accepts its obligation to abide by the terms of the K.E.A. and K.L.O. contracts. Hiring of Tongass School personnel, including all certificated and non-certificated employees, who regularly work in the building, shall be in accordance with District policies and procedures. Provided, however, that the Tongass School administrator shall have the authority to choose from among the candidates for a position. All regular full time employees of the Tongass School shall be members of the Teacher's Retirement System or the Public Employee's Retirement System and be subject to the requirements of those systems. Tongass School agrees that it shall comply with all local, state, and federal requirements for the treatment and management of employees.

9. Teacher to Student Ratio. Tongass School will have 13.5 certified teachers serving a maximum of 168 students for a ratio of 1:14.2. Ideally the number of students in each grade will be balanced in each multiage classroom, but in reality, this does not always occur. The Tongass School PK/K classes will have a maximum of 18 students, ideally 12 kindergarten students and 6 non-funded preschool students (these preschool students are not included in our maximum count). The Tongass School First through Sixth grade multiage classes will have a maximum of 24 students, ideally with 12 students from each grade. With eight classes maximum school enrollment for K-6 will be 168 students: 24 students per grade. If K-6 enrollment is below 160 students, then classes in third through sixth grade may enroll up to 26 students. Staffing and enrollment may change due to actual student count and budgets.

Current Ideal Class Configurations with Eight Teachers:
2 PK/K classes with 12 kindergarteners and 6 preschoolers per teacher,
2 First/Second grade classes with 12 first graders and 12 second graders per teacher,
2 Third/Fourth grade classes with 12 third graders and 12 fourth graders per teacher and
2 Fifth/Sixth grade classes with 12 fifth graders and 12 sixth graders per teacher.

10. Number of Students to be Served. Tongass School will serve students in grades preschool through sixth. The Tongass School implements multiage and team teaching and also offers a non-funded preschool program. The Tongass School also houses a District special needs preschool. The school previously offered a Tongass School of Arts and Sciences Home School Program which provides families and students access to curriculum, and a certified instructor, who provided monitoring and support for K-6 students following correspondence school regulations. Home school students followed the admissions policies with the exception of class size limit; therefore, they did not participate in the lottery process. While we have not offered this program since 2014-2015, considering the changes due to a global pandemic, this is a program we may want to re-evaluate for the future. We understand that should Tongass School pursue the restart of a correspondence program, the School District will allocate funding in the same manner the State of Alaska foundation formula program funds correspondence student enrollments, pending confirmation by the State of Alaska Department of Education and Early Development for reactivation of the Ketchikan Arts and Sciences Homeschool. Projected student enrollment, as of April 15, will determine staffing and budgets for the charter school for the following year (per approved MOA). Student enrollment may be adjusted pursuant to the admission procedures set forth in the Admissions Policy if there is increased student demand to attend Tongass School.

11. Term of Contract. This contract between the School Board and Tongass School shall be effective upon execution and shall be reviewed annually. The contract has been approved for a period of ten (10) fiscal years and will-terminate on June 30, 2031 subject to renewal thereafter. Tongass School will also seek a **ten (10)** year contract with the State.

12. Termination. Pursuant to AS 14.03.255(c)(12), this contract may be terminated by the School Board for Tongass 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 at least 30 calendar days written notice to Tongass School of its intent to terminate this contract and the reasons therefor. If Tongass 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. Tongass School may terminate the contract on an annual basis. In such event, Tongass School shall notify the District by February 1 of a given school year of its intent to cease operations the following school year.

13. Compliance with Regulatory Requirements. Tongass School warrants that it will comply with all local, state and federal laws and regulations applicable to public schools and all requirements imposed on charter schools by School District policies and regulations.

14. Risk Management. The School District agrees to provide for liability and risk insurance through the insurance program with Ketchikan Gateway Borough. This program shall include purchase of insurance coverage as directed by the School District. Tongass School agrees that it will coordinate all risk management activities through the Borough's risk management office. Tongass School shall not compromise, settle, negotiate, or otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.

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

15. Breach of Contract. Failure to comply with the provisions of the contract between the charter school and the Board is considered a breach of contract and may result in the termination of the charter school. During the charter school's annual review with the Board, compliance with the provisions of the contract will be monitored. If any allegations of noncompliance with the charter school contract (either by the charter school or by the school district) are presented either during the annual review or at any other time, then the Board shall investigate these allegations. Prior to canceling the charter school contract, the Board and the charter school shall attempt to remedy any violations of the contract.

Although this contract is for the operation of Tongass School for a period of ten (10) years, any financial commitment on the part of the School District contained in this contract is subject to annual appropriation by the School Board and the parties agree that the School District has no obligation to fund the financial obligations under this contract other than for the current year of the contract term. The parties also agree that the School District has no obligation to provide the services described within this contract other than for the current year of the contract term.

16. The Academic Policy Committee. The Tongass School Academic Policy Committee (hereinafter "the APC") will establish academic policies and goals for Tongass School, and serve any other functions of the academic committee of a charter school contemplated by Alaska Statute 14.03.250 et seq., or otherwise reflected in the amended application of Tongass School. The Committee shall submit a written report yearly to the Ketchikan Gateway Borough School District Superintendent to provide information regarding progress toward achieving the APC's policies and goals. Copies of the reports shall be provided to the School Board.

The APC shall include nine persons, including three (3) parents of students attending Tongass School-(current parents members include: Adam Warren, Frankie Urquhart, Nick Pader); three (3) Tongass School staff-(current members include: Carol Stanton, Dorrien Hendrickson, Dawn Rauwolf); and three (3) community members-(current members include: Brenda Loughman, Westina Peckham, Terri Robbins). Membership shall be determined in accordance with procedures outlined in Tongass School's bylaws. See Approved By-Laws.

17. The APC agrees to oversee its operations of Tongass School to ensure the terms of this contract are met. The APC President, (currently Tina Peckham), shall be designated as the contact person for the School Board. The APC agrees to meet regularly with parents, teachers, staff, and students (where appropriate) to review, evaluate, and improve operations of the Tongass School. In addition to the mutual covenants and agreements set forth above, Ketchikan School District and Tongass School agree to be bound by those agreements, promises, and covenants set forth in the final approved Tongass School Application, except as those terms are amended by this contract, and the bylaws and policies of the Ketchikan School District, and state and local statutes and regulations.

A work session shall be held on or before the third Wednesday of January, prior to starting the upcoming budget year cycle. The School Board and APC will review the charter school's annual report, review prior year District-wide expenses, add or delete items from the District-wide expense list, and discuss any other items that either party wishes to discuss.

School Board President
Ketchikan Gateway Borough School District

Dated

Academic Policy Committee President
Tongass School of Arts and Sciences

Dated