

**AYAPRUN ELITNAURVIK  
CHARTER SCHOOL CONTRACT  
November 8, 2021**

THIS AGREEMENT is between Ayaprun Elitnaurvik Charter School, whose address is P.O. 1468, Bethel, Alaska 99559, herein after "AECS," and the Lower Kuskokwim School District, whose address is P.O. Box 305, Bethel, Alaska 99559, hereinafter "School Board."

WHEREAS, AECS desires to operate within the Lower Kuskokwim School District, hereinafter "LKSD in conformance with AS14.03 250-290, 4AAC 33.110, and School District policies and procedures; and

WHEREAS, at its meeting dated \_\_\_\_\_ the School Board reviewed and at its meeting dated \_\_\_\_\_ approved AECS's application; and

WHEREAS, AECS has fulfilled its obligations to its students, their parents, the community, and the School Board from that time to the present;

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

AECS shall provide educational programs and services subject to the terms and conditions of this contract, commencing with the first day of the school in the School District for the 2022-2023 school year, for a ten (10) year contract. AECS shall provide an annual report to the School Board that details the status of these programs and services.

1. Educational Program

- a. AECS will provide a Yup'ik Second Language elementary educational program employing language immersion methodology. The Yup'ik Immersion Program has the option to be based on the same elementary school curriculum offered in all of the district's schools, including but not limited to language arts, math, science, social studies, physical education, art, and music. Please note that not all district-approved curriculum is translatable to Yugtun, as is the case with the current math program. It will then be the responsibility of AECS to choose and fund an appropriate state standards-based approved curriculum.
- b. Yup'ik will be the primary language of instruction in K-2 and 50% of the time in grades 3rd through 8th so that as students learn the regular subjects, they also learn Yup'ik.

- c. Language Development will be incorporated in all classes taught in English using the Sheltered Instruction Observation Protocol (SIOP) Model.
- d. In all grades, the importance of teacher/staff professional development. To meet achievement levels the APC shall offer professional development in Yup'ik language, reading and math instruction.
- e. In the event that we can not fill all the positions with certified Yup'ik language instructors, the position may be filled with associate teachers or a non associate qualified individual for a period of no more than 30 days.
- f. Periodic charter school training for APC members.

2. APC Membership:

- a. Except as specifically provided herein, AECS is not released from complying with School Board policies, procedures, and regulations. To develop and implement admission and administrative policies, AECS shall establish an Academic Policy Committee consisting:
  - i. Current Parents — 5 members
  - ii. Former Parent — 1 member
  - iii. Certified Teachers — 2 members
  - iv. Classified Staff — 1 member
  - v. Administration — 1 (or 2) member
  - vi. Community Elders — 1 member

The Academic Policy Committee must approve additional AECS administrative and admission policies and submit them to the School Board. The Academic Policy Committee shall appoint a member to act as School District liaison by September 1<sup>st</sup> of each year.

3. Policies and Procedures:

- a. Admission: Any resident of LKSD who is otherwise eligible to attend the Lower Kuskokwim School District schools in Bethel may apply for Kindergarden admission to AECS. All admissions shall be in accordance with Alaska State Statutes governing AECSs. First priority will be given to families with students already in AECS and for Founding Families. Please refer to the main office for the list. A lottery will be used if projected enrollment exceeds the allowed maximum enrollment. In addition, AECS shall adhere to the admissions policies and procedures specified in the proposal. All other grade level (1-8) admission is contingent on scores based on an application packet that includes Yupik Proffecency, cultural lifestyle and knowledge, and academic background (attendance, academics, and behavior)in previous school.

- b. Administrative Policies and Procedures:  
AECS shall adhere to administrative policies as defined in the Lower Kuskokwim School District Board Policy Manual; in addition, the Academic Policy Committee shall establish administrative policies specific to AECS.
- c. Academic Policies:  
Academic goals for AECS shall be established by the Academic Policy Committee. Student achievement and attendance data will be reviewed at every meeting.
- 4. School Safety:  
AECS 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:
  - a. The Lower Kuskokwim School District shall allocate funding for AECS based on the same per pupil rate as the other LKSD schools as determined by the School Foundation Funding Formula in accordance with AS14.17.410 and related statutes. An annual budget for AECS shall be submitted to the School District according to schedules established by the district. Funds shall be made available to AECS on July 1 of each year of this contract.
- 6. School District Charges:
  - a. The School District shall assess AECS for the same district office services received by other district schools at the same rate as the Bethel elementary schools.
  - b. No tuition shall be charged to AECS students who reside in the town of Bethel. Fees consistent with School District policy and collected from AECS students shall be retained by AECS.
- 7. Budget and Accounting:
  - a. AECS shall provide an annual budget to School District for approval according to schedules determined by the district. AECS shall account for receipts and expenditures by using and complying with the school district purchasing and accounting systems. AECS covenants and agrees that it shall comply with all state and federal requirements for the receipt and use of public money.

8. Facility:

- a. AECS covenants and warrants that the facility complies with all local, state, and federal health and safety requirements applicable to other public schools in the district.
- b. The current location is the Kipusvik building.
- c. New school in progress with a tentative open date of the fall of 2024.

9. Teachers and Support Staff:

- a. AECS 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 LKSD before providing services.
- b. Unless the LKSD and any association representing a teacher or support employee agree to an exemption, all provisions of an existing negotiated or collective bargaining agreements applicable to employees shall remain in effect while the employee provides services at AECS.

10. Teacher-to-Student Ratio:

- a. AECS agrees to maintain the teacher-to-student ratio as defined in AECS proposal approved by LKSD with visions of keeping a 1:18 ratio however realizing from time to time to time this ratio may increase. Kindergarten classes will not be more than 1:20. The district is only obligated to fund teachers from the teacher pool at the same PTR (pupil to teacher ratio) rate as the other Bethel elementary schools.

11. Enrollment:

- a. AECS shall enroll a minimum of one hundred and fifty (150).

12. Potential Growth:

- a. AECS may also work on developing a preschool program and delivery of courses instructed in Yup'ik to preschool-age students.
- ~~b. AECS may develop a 7<sup>th</sup>-8<sup>th</sup> grade program and delivery of courses in Yupik and English.~~
- c. AECS may consider extending the 100% Yugtun requirement through grade 3.

13. Retirement:

- a. All employees of AECS shall be members of the Teachers' Retirement System or the Public Employees' Retirement Association and subject to the respective requirements.

14. Contract Term:

- a. This contract shall be effective upon complete 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, 2032. AECS may apply for a contract extension or reapply for a new contract during the last year of the existing contract period.

15. Termination:

- a. The Lower Kuskokwim District School Board may terminate this contract for AECS's failure to meet educational achievement goals or fiscal management standards, for default in any material provision of this agreement, or for other good cause.
- b. The School Board shall provide sixty days written notice to AECS of its intent to terminate this contract and the reasons therefore.
- c. If AECS fails to remedy the cause for termination within the time provided by School District, then this contract shall automatically terminate at the end of the stated time.
- d. Any unused funds and all properties remaining shall immediately be returned to the School District upon such termination.

16. Equal Access:

- a. AECS covenants and agrees that it shall not discriminate against applicants based upon any of the protected classes and shall provide equal access to its facilities to all students in compliance with District Policy, State of Alaska Law, and Federal Law. The School District will assist AECS with Special Education Services.

17. Nonsectarian:

- a. AECS shall be non-sectarian, and shall not be affiliated in any respect with any sectarian institution.

18. AECS Proposal:

- a. AECS Proposal as approved by the Alaska State Board of Education is hereby incorporated into this contract. This contract shall bind AECS to its stated purposes, goals, operational procedures, and all other aspects of the approved proposal.

19. Risk Management:

- a. AECS agrees to adequately protect against liability and risk through an active risk management program. AECS agrees that it will coordinate all risk management activities through the District's risk management office.
- b. AECS shall not compromise, settle, negotiate, or otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.
- c. AECS agrees to operate in such a manner as to minimize the risk of injury or harm to students, employees, and others.
- d. AECS shall comply with all Board policies and regulations, 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 the school facilities.

20. Contract Compliance:

- a. APC agrees to oversee its operations to ensure that the terms of this contract are met. APC agrees to meet regularly with parents, teachers/staff, and students (where appropriate) to review, evaluate, and improve operations of AECS.

21. Indemnification:

- a. To the extent not covered by insurance, AECS agrees to indemnify and hold the School District, its Board, agents, and employees harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever which arise out of or are in any manner connected with AECS's operations.
- b. In addition to the mutual covenants and agreements set forth above, School District and AECS agree to be bound by those agreements, promises, and covenants set forth in the final approved AECS Application, a copy of which is attached, except as those terms are amended by this contract, and the bylaws and policies of the Lower Kuskokwim School District, and state and local statutes and regulations.

Dated \_\_\_\_\_

\_\_\_\_\_  
Lower Kuskokwim School District  
Authorized Agent

Dated \_\_\_\_\_

\_\_\_\_\_  
AECS Authorized Agent

