

ANCHORAGE SCHOOL DISTRICT
ANCHORAGE, ALASKA

ASD MEMORANDUM #292 (2014-2015)

June 22, 2015

TO: SCHOOL BOARD

FROM: ED GRAFF, SUPERINTENDENT

SUBJECT: RILKE SCHULE GERMAN SCHOOL OF ARTS & SCIENCES
CHARTER RENEWAL APPLICATION

ASD Core Value: *Every student deserves the opportunity to achieve his or her potential.*

RECOMMENDATION:

It is the administration's recommendation that the school board approve the renewal of the charter for Rilke Schule German School of Arts & Sciences for an additional ten years, chartering the school through the 2024/25 school year.

PERTINENT FACTS:

- Rilke Schule is applying for Charter renewal as stipulated in their new lease section 2.1.1. They are subsequently reapplying to the Anchorage School Board and the Alaska Board of Education and Early Development for a ten year renewal of their charter. This renewal policy requires the school apply using the same 21 areas of consideration listed in School Board Policy 333.5. School Board Policy 333.5 on charter school applications states:

"A charter school application must include the following information in writing: Name of the charter school; Name, address, and telephone number of a designated contact person to act for the charter school applicants; Provisions for an Academic Policy Committee; Description of Organizational Structure; Description of the Educational Program; Admission Policies and Procedures; Administrative Policies; Funding Allocation and Annual Program Budget; Method by Which the Charter School Shall Account for Receipts and Expenditures; Location and Description of the Facility; Teachers/Administrators in the Charter School; Other Staff in the Charter School; Pupil-Teacher Ratio; Number of Students Served; Transportation; Food Service; The Term of the Contract;

A Termination Clause; Certification of Compliance for Receipt and Use of Public Money; State Requirements; and Other Requirements or Exemptions.”

- Rilke Schule German School of Arts & Sciences is a K-8 school of choice in the Anchorage School District. Their educational program is intended to provide an outstanding education focused on high academic achievement by engaging each child through an enriched language curriculum taught primarily in German. Their teaching focus is on language, arts, and sciences, fostering creative expression through drama, arts and music. With the support of parents and the extended family, Rilke Schule German School of Arts & Sciences creates a community which is immersed in the German culture and promotes international awareness.
- The original charter was approved for three years beginning July 1, 2007. Because of delays in remodeling their school site, the school opened at a temporary site at Change Point Church. After extensive renovation was complete, they were able to move into their next location on International Airport Road for the last quarter of that school year. Rilke Schule moved to the Sentry drive location 5 years ago and has subsequently had to split off its 4th grade classes to Abbott Loop Elementary due to lack of space.
- Rilke Schule’s past APC’s made the decision to grow the school in order to obtain enough 8th graders leaving for a high school German immersion path within a traditional ASD high school. The goal of a high school path is currently being worked and will most likely be possible in the 2016/17 school year. The growth and success of Rilke Schule has come at the cost of adequate facilities. Knowing the school program was on a course of potential failure due to the lack of proper facilities the APC began working on a permanent facility in earnest 2 years ago. The APC along with guidance and financial support from the Anchorage School Board entered into the lease which requires the program to renew its charter.
- Rilke Schule German School of Arts & Sciences has proven to be a very popular program, and their enrollment has soared from an average of 200 students in the fall of 2008, 270 in 2009 and an estimated 486 next school year.
- Principal Dean Ball has lead the school since the 2011/12 school year in partnership with their committed Academic Policy Committee. The Rilke Schule Verein (RSV) is their parent/teacher organization and Rilke Schule Inc. (RSI) is the nonprofit attached to Rilke Schule for the purposes of facility fund management and fundraising.

- Rilke Schule continues to use assessment data to determine areas in which to improve. Students have been placed in level-appropriate math classes, and small group instruction is provided for students at all levels.
- Rilke Schule is something to be very proud of; the school is a success in every way. The founders continue to be a part of the school and help to make it a very special place for children. It will be a pleasure to see it continue to grow and flourish in the future.
- The public process has been upheld by the Rilke Schule APC. This includes a publicly noticed meeting on November 2nd 2014 which began the initial discussions and did a complete reading of the charter with potential changes highlighted. The APC chair Jason Storter set another public meeting on May 11th for May 28th which was publicly posted. The May 28th APC meeting read through the charter in its entirety and discussed its final changes publicly before voting. The May 28th meeting consisted of 6 Rilke Schule parent APC members, a Rilke Schule teacher APC member, APC member Principal Ball, APC member and founding charter member Jo Sanders and representatives from Rilke Schule Incorporated and Rilke Schule Verein. Several non-APC Rilke Schule parents were in attendance at the May 28th meeting and were given multiple opportunities to speak. The Rilke Schule APC also publicly posted another meeting on June 16th 2015 and used school messenger to notify all Rilke Schule family members. The June 16th public meeting was set for the sole purpose of public participation in regards to its charter renewal. Agendas for all APC meetings were posted as stated in statute.

Attachment A: Charter Renewal

Attachment B: Existing Charter with revisions highlighted

EG/MG/DV/JS

Prepared by: Jason Storter, Rilke Schule APC Chair

Approved by: Darrell Vincek, Director of Charter Schools
Michael Graham, Chief Academic Officer

Rilke Schule 2015/16 Charter Renewal Application Cover Letter and Explanation for Renewing the Charter Early

Rilke Schule found itself in a facility crisis and potential program failure due to lack of proper facilities in the Anchorage School District that could house our student body. The only available space was in the community of Chugiak which is not an option to sustain Rilke Schule. Chugiak could not be considered as a viable option due to the distance from the bulk of our students. Rilke Schule was in a very real crisis that potentially was leading to a student exodus over school years 2015-16 and 2016-17. Over the next 2 years the end of Rilke Schule was very possible without an appropriate facility solution. Rilke Schule's leaders began working on a fix to this crisis 2 years ago with a look at all facility options. After 2 years of work, the only workable solution to a school our size, was building a facility as nothing already existed inside the Anchorage Bowl. Rilke Schule moves into its new home school year 2015/16.

Part of the lease between Rilke Schule and Kiska stipulates that Rilke Schule "diligently pursue a renewal or extension of the term of its charter for approval by the Anchorage School Board and the Alaska Department of Education and Early Development, to be effective September 1, 2015." This is section 2.1.1 on page 2 of the Lease attached as Appendix K with the charter renewal application. This stipulation was part of acquiring the financing for the building project and a 10 year renewal is essential to fulfilling our part of the lease. Appendix K attached to this renewal includes the lease between Kiska and Rilke Schule. All Memorandum of Understanding documents between Rilke Schule and the ASB our included as appendix L that are pertinent to the Rilke Schule lease with Kiska.

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Directly Following Rilke Schule's charter in order

Alaska Dept of Education & Early Development Charter School Renewal Application FY 2016

Narrative responses to renewal application sections

Appendix A ASD School Board approval

Appendix B Rilke Schule-ASD contract

Appendix C Rilke Schule's bylaws

Appendix D Rilke Schule's APC minutes

Appendix E Administrative Policy Manual

Appendix F Rilke Schule's Report Card, Climate and Connectedness Survey and ASD Destination 2020 results

Appendix G Written assurance that Rilke Schule follows the admission policies as stated in our charter providing equal access through the ASD lottery system.

Appendix H Rilke Schule's historical waitlist 4 years of data

Appendix I Rilke Schule's budget

Appendix K Rilke Schule's Lease and Building plans

Appendix L ASB-Rilke Schule Memorandum of Understanding documents and relevant Rilke Schule Resolutions.

Appendix M Rilke Schule's Healthy Eating Policy and Dress Code

Charter School Application Renewal for

RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES

Upon acceptance by the Anchorage School District, this application shall become an integral part of the Charter School Contract between the Anchorage School District and Rilke Schule German School of Arts and Sciences, and shall be the governing charter for the school.

Contact for Rilke Schule

Rilke APC Chair Jason Storter
12252 Woodward Dr.
Anchorage AK 99516
Phone Number 907-230-5387

Provisions of the APC

Jason Storter- Chair, parent elected representative, Owner Tweedie & Storter Marketing

Kjerstin Lastufka- Vice-Chair, parent elected representative, Communication Director
Alaska Regional Hospital

Morton Kjerland- Treasurer, parent elected representative, Managing Principal Waddell
& Reed

Megan Olson- Secretary, parent elected representative, Vice Chancellor of University
Advancement UAA

James Wileman- parent elected representative, Vice President of Member and
Administrative services Credit Union 1

Kjerstin Von Wichman- parent elected representative, Owner Babkin Charters LLC

Forgiveness Kochanowski- parent elected representative, Alaska Program Manager
Department of Energy

Peter Birmanns- staff elected teacher representative

Sasha Johnson- staff elected teacher representative

Dean Ball- non-elected member, principal

Jo Sanders- non-elected member, founding member

All members elected serve two-year terms.

Teacher members are elected by a majority vote of Rilke Schule's staff members. All other members are elected by majority vote of the school's parent population and sitting board members.

In January of each year, the Chair of the APC shall appoint an elections committee of three (3) persons. The committee is comprised of two (2) APC members not up for re-election and one (1) parent of a student at the school who is not an APC member. The Elections Committee shall oversee the election process for the positions on the APC, in accordance with APC bylaws.

Organizational Structure

The affairs of Rilke Schule are managed by the Academic Policy Committee, working in conjunction with the Principal and Anchorage School District, (ASD), personnel. The APC is accountable to the Anchorage School District School Board, and acknowledges the authority of both ASD and school board policy and State of Alaska statutes governing charter schools.

In addition to governing and supervising all aspects of the school, the APC shall fulfill the duties prescribed in AS 14.03.250 (Establishment of Charter Schools) and as set forth in the bylaws and shall perform the following functions, including, but not limited to:

- A. No member of the APC shall act on his/her own in the name of APC unless so authorized by the bylaws or by resolution of the APC
- B. Ensure the fulfillment of the mission of the School as stated in the Rilke Schule German School of Arts and Sciences / Anchorage School District contract.
- C. Uphold the mission as stated in the Rilke Schule German School of Arts and Sciences mission statement, as well as that of the Anchorage School District. It shall oversee accountability in academics, legal/risk management, finances, operations / maintenance and capital budgeting issues of the School as permitted by law
- D. Promote professional conduct in accordance with Anchorage School District policies and/or Union contract.
- E. Contract with a Type B certified administrator or as otherwise qualified.
- F. Delegate to the Principal those tasks deemed appropriate by the APC and render and / or termination or non-retention of teachers, staff and other personnel to the extent permitted by law.
- G. Review contracts.
- H. Review, upon requested by any parent, teacher, or staff, concerns regarding requests for any purchase of materials, student-school concerns if not satisfactorily resolved first through teachers and/or the principal.

- I. Review and rule on any other questions, issues, or policies that may arise from time to time, to the extent permitted by law.

All formal Rilke-related organizations (e.g. RSV and RSI) work collaboratively to support Rilke Schule and its mission and goals. Any organization raising funds to benefit Rilke Schule will do so in coordination with the school's principal and its APC. A renewable memorandum of understanding will be developed to define each organization's roles and responsibilities to benefit Rilke Schule.

Description of the Educational Program

Rilke Schule Mission

Rilke Schule German School of Arts & Sciences is a K through 8 school that provides an outstanding education focused on high academic achievement by engaging each child through an enriched language curriculum taught primarily in German.

Rilke Schule Vision

Our teaching focus is on language, arts, and sciences, fostering creative expression through drama, arts, music and sports. With the support of parents and the extended family, our school creates a community which is immersed in the German culture and promotes international awareness. Our school nurtures a child's natural curiosity and cultivates life-long learning.

We believe in the following values:

Multilingualism

Multilingualism is the norm in most of the world and we believe that children who know more than one language will be better prepared for life in the 21st century,

World Citizenship

By exposing our students and their families to, and immersing them in, a new culture, we will promote informed, active, and responsible world citizenship.

Respect

We believe that all children learn best when they are known and understood as individuals. Each child at our school will be accepted and challenged in the manner that is most appropriate for him or her. We instill respect for the diversity of humankind by applying social curriculum that is as important as the academic curriculum. This will include manners and etiquette.

Challenges

We believe that children rise to academic challenges that are developmentally appropriate. We are committed to providing a learning environment that teaches and expects students to the best work of which each student is capable.

Involvement

We believe that at the heart of every vibrant school are involved parents, extended families, and their communities. Board members, faculty, and families share in the daily tasks and long-term planning that comprise the ongoing functions of the school.

Healthy Lifestyle

We practice healthy living through nutritious eating and regular exercise in school.

Sustainability

We are committed to the policy of “Reduce, Reuse, Recycle. “

Rilke Schule Goals

Each year the Rilke Schule Goals Committee solicits input from the school community and forms recommendations regarding review and revision of goals.

1. Students will learn to speak German fluently and will have a deep understanding of heritage, cultural norms and customs of German-speaking countries and use German to acquire knowledge not available to them in English.
2. Community Service – each child will have opportunities to be involved in the community to learn that helping others is a part of being a responsible world citizen.
3. The school will have a financial plan to assure sustainability.
4. Students will have pen pals and e-mail pals in German-speaking countries. Regular exchange trips to partner school(s) will be made and the school will host students from partner school(s)
5. Every family will be expected to fulfill a volunteer commitment to help the school with various needs. Families will also be involved in joint projects, field trips, festivals, performances and similar activities.
6. Traditional holidays and festivals of the German-speaking countries will be celebrated.
7. The curriculum will meet the Content Standards for Alaskan Schools in all areas.
8. Performance standards in each subject area will be evaluated regularly in order to ensure continuity and effectiveness.
9. Students performing below proficient standards will be offered tutoring for German and/or English subjects.

10. The school, its faculty and staff, will collaborate with other learning entities to enrich the school life. We will work with ASD German faculty to develop an excellent German high school program to provide our students with an opportunity to continue their advanced German studies beyond 8th grade.
11. Professional development and additional staff training will be emphasized during in-services, as well as on other special occasions.
12. Parents will be continually informed about student progress and school events through various methods, which may include, but are not limited to: newsletters, website, notes sent home, phone calls or e-mails from teachers, regular and special parent conferences, and Facebook.
13. Staff will be given the opportunity to improve their German through seminars in German-speaking countries.
14. Upon demand, the school will provide before and after school enrichment programs such as: ASL, Spanish and other languages, drama, robotics, chess, choir, sports and Legos.
15. The school will maintain an active recycling program and will participate in local, national, and international ecological and conservation projects.
16. Classes in German will be offered for parents and other adults who wish to learn German.

Need for the program

Anchorage has successful language immersion programs in Spanish, Japanese, and Russian. However, there was no German offered at the elementary school level until Rilke Schule opened. Our consistent enrollment numbers and growth over the last 8 years demonstrate the demand for a German immersion program within the Anchorage School District.

Why should my child learn a foreign language?

Scientific research has shown that foreign language learning increases achievement in basic skills such as communication and listening. It emphasizes brain development and memory, improves understanding of the student's native language, and gives new perspective and understanding of language. Furthermore, it promotes awareness, appreciation, and acceptance of other peoples and cultures and prepares students to participate more fully in the global community and marketplace. Immersion students become more flexible thinkers and exhibit greater nonverbal problem-solving abilities. Many studies have consistently found that immersion students do as well or even better than non-immersion students on standardized tests.

Why German?

One in four Americans is of German descent; there is a rich history of Germans in the USA and in Alaska as well. German and English are the primary business languages of the European economies. More than 1,100 companies do business in German-speaking countries.

Tens of thousands of German-speaking tourists visit Alaska each summer, creating a demand for Alaskans who are comfortable in that language.

German has proven to be a language of high interest in Alaska, which has the second highest percent of students learning German in the United States, after Pennsylvania. Every high school in Anchorage has a solid German program and our students and teachers have won national honors, including free trips to Germany.

The University of Alaska offers a major in German, so students can now continue their education in their home state. German is the most frequently recommended language by U.S. universities.

Germany has provided a rich literary, musical, scientific and political legacy for the evolution on Western Civilization. Ten percent of the books published in the world are in German. Mastery of German provides insights into German literature, science, history and culture, which cannot be obtained in translation.

Curriculum

All curriculum decisions at Rilke Schule are led by district and state content and performance standards, in conjunction with current knowledge of best practices in education.

German Language – Standards for German are based on the National Foreign Language Standards, which include the Alaska and ASD world language standards. Students begin developing their German oral and aural skills in kindergarten and gradually add reading and writing as appropriate. Teachers speak only German in class and gradually add reading and writing as appropriate. Teachers speak only German in class and students are encouraged to do the same, resulting in early fluency. German grammar is taught as needed in the curriculum in grades 1 – 3 and formal grammar is thoroughly taught beginning in fourth grade. Students annually demonstrate their ability in German by passing the international A1 and A2 German exam. Students will also have the opportunity to take the B1 exam

English Language Arts – The language arts program at Rilke Schule was developed using best practices in all areas of language arts including but not limited to: phonemic awareness, phonics fluency, vocabulary, comprehension and writing skills. Curriculum comes from both Houghton-Mifflin and external resources and includes reading and writing in both German and English. Students compete in district activities including Battle of the Books the Spelling Bee and the Geography Bee

Science – In all grade levels ASD science frameworks are used. In grades K-6, ASD science kits are utilized and form the basis for science education in both languages. In grades 7 and 8, ASD grade level expectations and science pacing guides are utilized. Students in grades 4 through 8 participate in a school science fair and are encouraged to participate in the state science fair.

Social Studies – In addition to meeting state and local standards, which include geography, history, economics, American history, and American government. Rilke Schule’s social studies program also emphasizes the German language experience through history, economics and geography.

Technology – Technology use and instruction is integrated into curriculum and lessons.

Math – Math curriculum varies at different levels, but all levels meet or exceed ASD and State of Alaska content and performance standards.

Art, Music, Drama – Fine Arts at Rilke Schule are taught both via pull-out classes instructed by specialists in the field, highly integrated into classroom units and lessons, and also offered as afterschool enrichment activities and classes. Student work is displayed prominently around the school. Performances are held several times during the year.

P.E. - German sports are integrated into the P.E. program. Outside of formal instruction, students spend daily time engaging in outdoor recreation. Wellness and Health is integrated into both language sides of the curriculum. Wellness activities also take place during afterschool activities. Students participate in district life-long wellness activities.

Assessment and Grading

Each student's math and language art skills will be assessed to determine proper academic individualization within the program. To determine placement, several forms of assessment will be utilized to include; AIMSweb, DRA, SBA, and teacher designed assessments and recommendations.

Student formative assessments will be used regularly throughout the year, in all curricular areas, using both oral and written assessment tools. Standardized tests will be administered as per ASD requirements. Rilke Schule students will participate in all required ASD testing

Assessments of German language skills will also take place. Those assessments may include: Deutsches Sprachdiplom (German Language Diploma) at levels A1, A2, B1 and the AATG National German High School Exam. The faculty and the APC will review the overall results of both the standardized tests and the German assessments to determine how the program can be improved.

Schedule and Calendar

Rilke Schule daily student contact schedule is 8:15am – 3pm from Monday through Thursday, and from 8:15am – 1:45pm on Friday. Friday afternoons, from 1:45pm – 3pm, are used by staff for collaborative planning, training and professional development. Students have the opportunity to participate in afterschool enrichment activities during that time.

Rilke Schule will follow the Anchorage School District yearly calendar, including but not limited to mandated testing dates and parent-teacher conferences and holidays.

Special Education Services

Special Education students, bilingual students, and gifted students are serviced through both inclusion and pull-out services as determined by the best interest of the student. Resource and Related Services teachers collaborate with classroom teachers to ensure modification of differentiation of instruction and assessment in meeting students' needs. These teachers also provide testing and creation of IEP's for students. Rilke Schule complies with Anchorage School District and State of Alaska laws and statutes regarding special education students.

Proof of Student Achievement

Rilke Schule students participate in all state required testing. Rilke's report card, Climate and Connectedness survey, and Destination 2020 report are attached.

Admission Policies and Procedures

The Rilke Schule German School of Arts and Sciences uses the ASD calendar for planning purpose.

Rilke Schule kindergarten and 1st grade students follow the same attendance starting dates as other ASD schools using the Ready, Set, Learn program.

Beginning in the 2015-2016 school year, only new kindergarten students will be added to the program through the lottery system and not be required to demonstrate leveled proficiency in German. First grade and above students can only enroll into Rilke Schule's program by showing German language proficiency regardless of lottery placement. Rilke Schule's existing language testing will be the determining factor for proficiency. Rilke Schule reserves the right to add additional classes or combine classes as necessary to maintain a full student count. Native German speakers can enroll into the Rilke Schule program regardless of lottery placement, if space permits.

The Rilke Schule German School of Arts and Sciences operates under the umbrella of the ASD. Therefore, it will adopt the following statement of non-discrimination from the Anchorage School District and will make it publicly available to community members in handbooks and at the school facility.

Source: http://www.askd12.org/forms/uploads/Statement_NonDiscrimination.pdf

Anchorage School District Equal Employment Opportunity Office
ASD Statement of Nondiscrimination

The Anchorage School Board is committed to a policy of nondiscrimination on the basis of race, religion, sex, age, national origin, economic status, handicap, and other human differences protected by law. No person shall be excluded from participation in, or denied the benefits of educational opportunities and services, academic or extracurricular, offered by the District.

It is the policy of the District to comply with the statutes, regulations and executive orders enforced by Federal, State and Municipal agencies, including but not limited to Executive order 11246, Title 41, part 60-1, 60-2, 60-3, Title VI and VII of the 1964 Civil Rights Act, and Title IX of the Education Amendments Act of 1972, and section 504. The Anchorage School District believes strongly that a learning environment must be structured to reflect diverse cultural traditions and contributions. Furthermore, the Anchorage School District values diversity among students and staff and believes that all students and staff have the right to participate in school activities free from prejudice. The Anchorage School District has zero tolerance for any behaviors that ridicule, harass, intimidate, or otherwise threaten students, staff and community members on school campus or at school activities. Individuals and/or groups are in violation of this policy if they:

- Make demanding remarks directly or indirectly, such as name-calling, racial slurs or “jokes”; or
- Physically threaten or harm an individual; or
- Display visual or written materials or deface, damage, or destroy property or materials; or
- Perform any other act that is a clearly discriminatory or harassing in nature;

Because of the person's race, creed, gender, national origin, age, language spoken, ability, disability, marital status, political or religious beliefs, physical or mental condition, family, social, or cultural background or sexual orientation.

Students or staff members who believe that they have been the subject of harassment and/or discriminatory behavior will report the incident immediately to the principal or department supervisor. Complaints regarding harassment/discriminatory behavior will be investigated immediately. Inquiries or complaints regarding any rights protected by law or policy may be addressed to the School District Equal Employment Opportunity Director, who serves as the Title IX Coordinator, ASD Education Center, 5530 E. Northern Lights Blvd. Anchorage, AK 99504-3135, (907)742-4132 or to any of the following external agencies: Alaska State Commission for Human Rights, Anchorage

Equal Rights Commission, Director of the Office for Civil Rights. Department of Education, Department of Health and Human Services.

Any student, staff or community member who violates on a school campus or at a school activity this policy by engaging in conduct defined above that directly or indirectly causes intimidation, harassment or physical harm to another student or staff member will be subject to appropriate disciplinary action.

Administrative Policies

Rilke Schule follows the Anchorage School District administrative policies and regulations as they apply to charter schools within the provisions of law and school board policy.

Rilke Schule currently has no requested exemptions from Anchorage School Board policies or regulations, but the APC reserves the right to request exemptions in the future, should such need arise.

Rilke Schule currently has no requested exemptions from current bargaining agreements, but the APC reserves the right to request exemptions in the future should such need arise.

Rilke Schule's daily student contact schedule is 8:15am – 3pm from Monday through Thursday, and 8:15- 1:45 on Friday. The schedule has been approved by Rilke Schule Staff, Rilke Schule APC, the ASD superintendent, and Anchorage Education Association, and the DEED. Friday afternoons from 1:45pm -3pm are used for collaborative planning, training, and faculty for professional development.

Prospective employees are told of the different schedule, the nutrition policy, parent pick up, classroom procedures, and the dress code during interviews.

Funding Allocation and Annual Program Budget

The 2015-2016 budget outlook is based on a projection of 486 students. Rilke Schule's budget is managed in accordance with all ASD policies.

Additional monies that are currently enjoyed by Rilke Schule outside of ASD allocation include a German government sponsored grant, which is written to the school, The money is currently being spent on German curriculum and technology for our students. The granted amount has been between 14,000 and 15,000 euros.

Rilke Schule receives funding from the Quality Schools Initiative.

Rilke Schule students are charged an annual activity fee. The current amount is \$125.00 per child. These monies help sponsor student activities, field trips, student projects, supplies and technology needs. The money is managed through our Student Activities / School Discretionary Fund, commonly known as the "5 fund". The money is deposited with the Anchorage School District, and allocated through the ASD approved purchasing process.

Method by Which the Charter School Shall Account for Receipts and Expenditures

Rilke Schule complies with AS 14.17.910 on Restrictions Governing Receipt and Expenditure of Money from Public School Foundation Accounts.

Rilke Schule accounts for receipts and expenditures by using and complying with all Anchorage School District accounting, auditing, and fiscal procedures that apply to charter schools.

Rilke Schule grants ASD accounting personnel access to financial records and plans as needed, in cooperation with ASD accounting department and Anchorage School Board policies, and in compliance with AS 14.17.910

Rilke Schule has requested no waivers at this time, but reserves the right to request waivers, should the need arise.

All leases, debts and other financial obligations of Rilke Schule shall not constitute a debt, liability or financial obligation for either the Anchorage School Board or the Anchorage School District.

Location and Description of the Facility

A copy of Rilke's lease and facility layout are attached Appendix K.

Rilke's physical address starting 2015-2016 school year--

1846 E 64th Ave

Anchorage AK 99507

Rilke's new facility consists of approximately 39,500 square feet. Included in this are all classrooms needed under one roof, an art room, music room, library space, and a gym/multipurpose room. Support spaces include a principal's office, administrative office space, resource room, workroom, staff lounge, storage space, server room, janitorial closets, and a nurse's office. A playground space with equipment and a space for running and games is also provided.

All applicable federal, state and local requirements concerning health, safety and fire codes will be maintained by the school facility. Rilke Schule shall remain in compliance with all applicable codes for the life of the contract.

Teachers / Administrators in the Charter School

Teachers -

Michael Helgesen- K

Nicole Crawford- K

Jessica Martin- K

Bryan Bearss-1

Judith Keihl-Teekell- 1

Sheila Green- 1

Tyler Schlagenhauf- 1

Heather Tarrant- 2

Natalie Hayes- 2

Carrie Ross- 2

Lynette Brickwell- 2

Peter Birmanns- 3

Debra Schwicht- 3

Catherine Radke- 3

Lisa Cooper- 3

Corinne Kubena- 4

Claudia Bittlingmaier- 4

Breanna Drumm- 5

Matt Spence- 5

Sasha Johnson- 6,7,8

Susan Oakley- 6,7,8
Tobias Radke- 6,7,8
Kevin Downie- Music
Mary Collins- Art
Jill Doniere- Art
Timothy Whitley- PE
Trond Flagstad- PE

Rilke Schule school staff also includes an itinerant Related Services staff in addition to the resource teacher. This staff includes a school psychologist, speech teacher, ELL teacher, OT, and PT.

Rilke Schule employs a full-time, Type-B certificated, principal. The current principal is Dean Ball.

Other staff members-

Amanda Marley- Secretary
Heather Reier- Club assistance
Dana Graham- Administrative Assistant
Robae Robinson- Nurse

Evaluation for Rilke Schule employees is the same as other ASD employees. Staff is evaluated using the applicable performance method, as directed by ASD, Totem or ACE contracts.

Principal evaluations are done by the APC. ASD evaluation is done per the State Board of Education and Early Development and the Anchorage School District Performance Standards for Administrators. An additional annual review is done by the APC, utilizing additional performance indicators specific to Rilke Schule.

Pupil-Teacher Ratio

Pupil to teacher ratio for Rilke Schule currently ranges from 12-1 up to 25-1. Rilke's long term goal is to keep student ratios at or below 25-, but will adjust for management needs

Number of Students Served

Projected student numbers for the 2015-2016 school year are 486 students, accounting for the average percent of attrition historically seen at Rilke Schule and the addition of 4 classes of kindergarteners.

Allowed student enrollment at Rilke Schule is 520 students.

Transportation

Parents or guardians of students at Rilke Schule are responsible for providing timely transportation for their child to and from school daily.

Food Service

It is the responsibility of Rilke Schule parents or guardians to provide daily lunches in accordance with the school's healthy nutrition policy for their child. Rilke Schule parents, working in conjunction with a nutritionist, have developed nutrition guidelines which are posted on the school's website and sent home at the beginning of the year in pamphlet form.

Term of the Contract

Rilke Schule requests a 10- year charter school contract, the maximum allowable by ASD and Alaska Statutes.

Termination Clause

A termination clause is provided in the contract. The language of the termination clause reads as follows.

“ This contract may be terminated by the School Board for the Charter School's failure to meet the educational achievement goals or fiscal management standards, for a default in any material provision of the agreement or for other good cause. The School Board shall provide at least 30 days written notice to Charter School of its intent to terminate this contact and the reason therefore. If Charter School fails to remedy the cause for termination within the time provided in the notice, then this contact 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. Charter School may terminate the contact on an annual basis. In such event, Charter School shall notify the District by February 1 of a given school year of its intent to cease operations the following year.”

Certification of Compliance for Receipt and Use of Public Money

Rilke Schule certifies that it will comply with all federal, state and local requirements for the receipt and use of public money.

State requirements

Rilke Schule is applying for a charter renewal with the state of Alaska.

Other requirements

At this time Rilke Schule has no additional provisions to be included in this contract.



RENEWAL
Charter School
APPLICATION
for

FY 2016

Alaska Department of Education & Early Development
801 W 10th Street, Suite 200
P.O. Box 110500
Juneau, AK 99811-0500

DIRECTIONS

Application for a Renewal Charter

Parties interested in submitting a renewal application for a charter school should familiarize themselves with all applicable state statutes and regulations contained within this document.

Local School Districts/School Boards may have developed a Charter Schools renewal application form for approval at the local level that requires additional information, however for the purposes of seeking State Board of Education & Early Development approval, **this renewal application form MUST be used.** Sufficient evidence must be presented to address all sections of this renewal application form for the department to deem the renewal application compliant and forward to the State Board of Education for approval.

Timeline:

Applicants must follow all local procedures to seek Charter School approval by their local boards.

Not later than 30 days after a local school board's decision to approve a renewal application for a charter school, the local school board must forward the renewal application to the State Board of Education & Early Development for review and approval by mailing to the department:

- (1) the complete renewal application filed with the local school board, including all supporting documents required;
- (2) the written decision of the local school board;
- (3) all other materials considered by the local school board in support or in opposition to the renewal application; and
- (4) the minutes of the local school board meeting at which the charter was approved.

In the event the local school district/local board has a separate renewal application form that differs from the state required form, **it is the responsibility of the Charter School to transfer complete responses to the department form.**

An original and 4 copies of the EED Charter School Renewal Application Form should be mailed to:

**Alaska Department of Education & Early Development
Attn: Charter School Program Manager
801 W. 10th Street, Suite 200
P.O. Box 110500
Juneau, Alaska 99811-0500**

Please also submit via email a pdf of the renewal application form to Todd.Brocious@alaska.gov

A renewal application approved by a local school board and submitted to the department **must be received by the department at least 90 days** before the next regularly scheduled meeting of the State Board of Education and Early Development. See schedule at: [www.education.state.ak.us/State Board/](http://www.education.state.ak.us/State_Board/)

A renewal application for a charter school approved by a local school board may not be submitted to the department more than 12 months before the expiration of the existing contract.

Required Format:

1. Not more than 200 pages single-sided, *unbound*, in 12 point font.
2. ALL pages numbered in consecutive order (i.e. 1, 2, 3, ...200).
3. A table of contents.
4. Follow in numerical order the numbered sections and sub-elements of the application.
5. ALL numbered sections and sub-elements must be addressed.

Upon receipt, the renewal application will go through a technical review committee to determine if any additional information is necessary. Addressing each section with sufficient detail and evidence examples will decrease the likelihood of additional information being requested.

Once the technical review committee agrees the applicant has demonstrated compliance, the renewal application will be scheduled to be addressed by the State Board of Education & Early Development at their next meeting.

Charter School Renewal Application

Please provide **narrative** responses to the following areas. If referencing evidence within a document that is included as an appendix, please also provide sufficient detail in the narrative response for review purposes.

Section 1: Establishment of the Charter at the local level

- i. Provide the primary purpose of the charter and how it specifically differs from other educational options available in the community. Provide a narrative to describe how the charter has changed since the last application. *AS 14.03.265(a)(1-3)*
- ii. Provide evidence of the local school board approval of the reapplication for the charter school marked as Appendix A. *AS 14.03.250(b)*
- iii. Provide evidence of the signed contract between the charter school and the local school board containing all required elements under AS 14.03.255(c) marked as Appendix B. *AS 14.03.255(c)(1-14)*
- iv. Provide either the charter school's bylaws marked as Appendix C **or** an indication on the signed assurance page that the bylaws previously submitted to the department in the initial application or previous renewal applications have not changed. *4 AAC 33.110(a)(4)*
- v. Provide evidence of the Academic Policy Committee (APC) consisting of parents of students attending the school, teachers, and school employees. Evidence includes a list of the members of the APC and their qualifications, as well as the written minutes from meetings where the charter school met with the academic policy committee to fulfill the requirement of at least once each year monitoring the progress in achieving the committee's policies and goals. Mark as Appendix D. *AS 14.03.250(a), AS 14.03.255(b)(4), 4 AAC 33.110(a)(1)*

References: AS 14.03.250. Application for charter schools, AS 14.03.255(c)(1-14) Organization and operation of a charter school, AS 14.03.265 Admission, 4 AAC 33.110 Charter school application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template		
Section 1	Page Number location(s) of response(s) including Appendices	Reviewer's notes
Purpose		Rating: Compliant/Noncompliant

Evidence of board approval		
Evidence of signed contract with all required elements	See required element below (items 1-14)	
1. Description of educational program		
2. Specific levels of achievement for the education program		
3. Admissions Policy and Procedures		
4. Administrative Policies		
5. Statement of Charter funding		
6. Method of accountability for receipts and expenditures		
7. Location and description of facility		
8. Name of teachers who by agreement will teach in the charter		
9. Teacher to student ratio		
10. Number of students to be served		
11. Term of contract (not to exceed 10 years)		
12. Termination Clause		

13. Statement of state and federal law compliance		
14. Exemptions or requirements included in contract		
Evidence of bylaws or assurance		
Evidence of APC, including list of names/qualifications, meeting minutes		

Section 2: Organization and Administration

- i. Provide information on how the charter school is administered to ensure that the terms of the contract required by AS 14.03.255 (c) are being met; including who is responsible and what mechanism(s) they use. *AS 14.03.255(b)(2)*
- ii. Provide the written administrative policy manual utilized by the charter **or** an indication on the signed assurance page that the policy manual submitted to the department in the initial application or previous renewal applications has not changed. Mark as Appendix E. *4 AAC 33.110(a)(13)*
- iii. Provide evidence that the charter school met regularly with parents and with teachers of the charter school to review, evaluate, and improve operations of the charter school, including any review recommendations. *AS 14.03.255(b)(3)*
- iv. Provide evidence that the charter school met with the APC at least once a year to monitor progress in achieving the committee's policies and goals. *AS 14.03.255(b)(4)*
- v. Provide a description of the school schedule and calendar. *4 AAC 33.110(a)(9)*
- vi. If applicable: Provide information on alternative educational options for students not wishing to attend the charter if the charter school is the only school in the community. *4 AAC 33.110(a)(12)*

References: AS 14.03.255. Organization and operation of a charter school, 4 AAC 33.110 Charter school application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template		
Section 2	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of administrative oversight		
Evidence of written administrative policy manual or assurance		
Evidence of regular parent and teacher contacts for continuous improvement		
Evidence of annual APC meeting		
Description of school schedule and calendar		
Alternative options for students if no other educational program exists	May be "not applicable"	

Section 3: Educational Program and Student Achievement

- i.* Provide a description of the educational program to be offered at the charter school including specific teaching methods that benefit an age group, grade level or specific type of student and examples of curriculum utilized. *AS 14.03.255(c)(1), AS 14.03.265(a)(1-3), 4 AAC 33.110(a)(5)*
- ii.* Provide evidence of a written instructional program that addresses state content standards under 4 AAC 04 and aligns with the content on the statewide assessment system under 4 AAC 06.710-4 AAC 06.790 marked as Appendix F. *4 AAC 33.110(a)(6)*
- iii.* Provide a description of plans for serving special education, vocational education, gifted, and bilingual students. *4 AAC 33.110(a)(10)*
- iv.* Provide the written objectives for program achievement desired by the charter. Include information on the progress of the charter to date in reaching the objectives. Include in this section information on ASPI star rating, comparisons of state assessments for the

school to district and state averages, as well as student performance by disaggregated groups. Include a synopsis of how students in your school are performing. Also include information on how the charter addresses the needs of students who do not perform at acceptable levels of proficiency. *4 AAC 33.110(a)(7)*

- v. Provide a description of the mechanisms for student assessment utilized in addition to those required by state law. *4 AAC 33.110(a)(5)*

References: AS 14.03.255. Organization and operation of a charter school, AS 14.03.265 Admission, 4 AAC 33.110 Charter School application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template		
Section 3	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of educational program		
Evidence of written instructional program that addressees content standards and aligns with statewide assessment system		
Description of plans for serving special education, vocational education, gifted and bilingual students		
Evidence of written objectives for program achievement, progress on meeting objectives, comparisons of disaggregated assessment data to district and state averages, and plans to address students who do not perform at acceptable levels		
Description of the mechanisms for student assessment in addition to		

those required by state law		
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Section 4: Professional Development

- i. Provide a description of and schedule for staff development activities. *4 AAC 33.110(a)(8)*

References: 4 AAC 33.110 Charter School application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template		
Section 4	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of and schedule for planned professional development		

Section 5: Facility

- i. Provide the location for the charter school, description of the facility and lease information. *AS 14.03.255(c)(7)(d), 4 AAC 33.110(a)(15)*
- ii. Describe the plans for the charter school's facility and any plans for projected growth. *4 AAC 33.110(a)(15)*

References: AS 14.03.255. Organization and operation of a charter school, 4 AAC 33.110 Charter School application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template		
Section 5	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of facility and location of the charter school including addressing district leased space if applicable		

Evidence of a written facility plans		
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Section 6: Admission

- i. Provide the written admission policies and procedures utilized by the charter. Please include evidence that the school is ensuring an equal and bias-free access to all eligible students. Mark as Appendix G. *AS 14.03.255(c)(3), 4 AAC 33.110(a)(11)*
- ii. Provide a written student recruitment process, including a lottery or random drawing mechanism for enrollment if applicants exceed the school’s capacity. Please include information in this section describing enrollment and waitlist numbers for the past 3-5 years. Mark as Appendix H. *AS 14.03.265(b), 4 AAC 33.110(a)(17)*

References: AS 14.03.255. Organization and operation of a charter school, AS 14.02.265 Admission, 4 AAC 33.110 Charter School application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer’s notes column.

Reviewer Rating Template		
Section 6	Page Number location(s) of response(s) including Appendices	Reviewer’s notes Rating: Compliant/Noncompliant
Evidence of written admission policies and procedures		
Evidence of a written student recruitment process, including enrollment and waitlist numbers		

Section 7: Fiscal

- i. Provide a written budget summary and financial plan, including a statement of the charter school’s funding allocation from the local school board and costs assignable to the charter school program budget. Information in this section should explicitly detail the amount and sources of the revenue streams; the specific indirect rate (not to exceed 4%) and details of what the indirect rate charges cover; as well as the charter’s eligibility to

receive additional revenue over the 2.65 mills required in the foundation formula. Projected budget marked as Appendix I. *AS 14.03.255(c)(5)*, *4 AAC 33.110(a)(14)(A)*

ii. Provide a signed assurance that:

- the charter school follows all district approved practices to account for receipts and expenditures;
- the charter school has been successful in ending each year with a zero or positive fund balance;
- all audit reports to date indicate the school has met its obligation to ensure the fiscal integrity of the school's financial operation. *AS 14.03.255(b)(1)(c)(6)*

References: *AS 14.03.255*. Organization and operation of a charter school, *AS 14.02.265* Admission, *4 AAC 33.110* Charter School application and review procedure.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template		
Section 7	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Evidence of a budget plan		
Evidence of assurance		

Section 8: Transportation

- i. Provide the district charter school transportation policy, if proposed or adopted, marked as Appendix J. *4 AAC 33.110(a)(19)*

References: *AS 14.03.255*. Organization and operation of a charter school, *AS 14.02.265* Admission, *4 AAC 33.110* Charter School application and review procedure, *AS 14.09.010* Transportation (e)(1-3)(f)(g), *4 AAC 27.057* Charter School Transportation policy.

Use the reviewer rating template below to fill in the page numbers to depict the location of the responses for each sub-element. Do not use the reviewer's notes column.

Reviewer Rating Template

Section 8	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Plans for pupil transportation		

Charter Schools Assurance Page

By signing this document, the school district files its assurance that the statements, documents and/or information listed below is in compliance with all state and federal laws and regulations.

The charter school bylaws previously submitted to the department in the initial application or previous renewal applications have not changed. 4 AAC 33.110(a)(4)

The charter school administrative policy manual submitted to the department in the initial application or previous renewal applications has not changed. 4 AAC 33.110(a)(13)

The charter school follows all district approved practices to account for receipts and expenditures. AS 14.03255(b)(1)(c)(6), 4 AAC 33.110(a)(14)(B)

The charter school has been successful in ending each year with a zero or positive fund balance. AS 14.03255(b)(1)

All audit reports to date indicate the charter school has met its obligation to ensure the fiscal integrity of the school's financial operation. AS 14.03255(b)(2)(c)(13)

Name of the School District: _____

Name of the Charter Program: _____

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____



Alaska State Charter School Statutes

Sec. 14.03.250. Application for charter school.

(a) A local school board shall prescribe an application procedure for the establishment of a charter school in that school district. The application procedure must include provisions for an academic policy committee consisting of parents of students attending the school, teachers, and school employees and a proposed form for a contract between a charter school and the local school board, setting out the contract elements required under AS 14.03.255(c).

(b) A decision of a local school board approving or denying an application for a charter school must be in writing, must be issued within 60 days after the application, and must include all relevant findings of fact and conclusions of law.

(c) If a local school board approves an application for a charter school, the local school board shall forward the application to the State Board of Education and Early Development for review and approval.

(d) If a local school board denies an application for a charter school, the applicant may appeal the denial to the commissioner. The appeal to the commissioner shall be filed not later than 60 days after the local school board issues its written decision of denial. The commissioner shall review the local school board's decision to determine whether the findings of fact are supported by substantial evidence and whether the decision is contrary to law. A decision of the commissioner upholding the denial by the local school board may be appealed within 30 days to the State Board of Education and Early Development.

(e) If the commissioner approves a charter school application, the commissioner shall forward the application to the State Board of Education and Early Development for review and approval. The application shall be forwarded not later than 30 days after the commissioner issues a written decision. The State Board of Education and Early Development shall exercise independent judgment in evaluating the application.

(f) A local school board that denied an application for a charter school approved by the state board on appeal shall operate the charter school as provided in AS 14.03.255 - 14.03.290. [This statute applies to charter school applications filed with a local school board on or after July 1, 2014.]

Sec. 14.03.253. Charter school application appeal.

(a) In an appeal to the commissioner under AS 14.03.250, the commissioner shall review the record before the local school board. The commissioner may request written supplementation of the record from the applicant or the local school board. The commissioner may

- (1) remand the appeal to the local school board for further review;
- (2) approve the charter school application and forward the application to the State Board of Education and Early Development with or without added conditions; or
- (3) uphold the decision denying the charter school application; if the commissioner upholds a local school board's decision to deny a charter school application and the applicant appeals to the State Board of Education and Early Development, the commissioner shall immediately forward the application and record to the State Board of Education and Early Development.

(b) In an appeal to the State Board of Education and Early Development of a denial of a charter school application under (a)(3) of this section, the state board shall determine, based on the record, whether the commissioner's findings are supported by substantial evidence and

whether the decision is contrary to law. The state board shall issue a written decision within 90 days after an appeal.

[This statute applies to charter school applications filed with a local school board on or after July 1, 2014.]

Sec. 14.03.255. Organization and operation of a charter school.

(a) A charter school operates as a school in the local school district except that the charter school (1) is exempt from the local school district's textbook, program, curriculum, and scheduling requirements; (2) is exempt from AS 14.14.130(e); the principal of the charter school shall be selected by the academic policy committee and shall select, appoint, or otherwise supervise employees of the charter school; and (3) operates under the charter school's annual program budget as set out in the contract between the local school board and the charter school under (c) of this section. A local school board may exempt a charter school from other local school district requirements if the exemption is set out in the contract. A charter school is subject to tests required by the department.

(b) A charter school shall

- (1) keep financial records of the charter school;
- (2) oversee the operation of the charter school to ensure that the terms of the contract required by (c) of this section are being met;
- (3) meet regularly with parents and with teachers of the charter school to review, evaluate, and improve operations of the charter school; and
- (4) meet with the academic policy committee at least once each year to monitor progress in achieving the committee's policies and goals.

(c) A charter school shall operate under a contract between the charter school and the local school board. A contract must contain the following provisions:

- (1) a description of the educational program;
- (2) specific levels of achievement for the education program;
- (3) admission policies and procedures;
- (4) administrative policies;
- (5) a statement of the charter school's funding allocation from the local school board and costs assignable to the charter school program budget;
- (6) the method by which the charter school will account for receipts and expenditures;
- (7) the location and description of the facility;
- (8) the name of the teacher, or teachers, who, by agreement between the charter school and the teacher, will teach in the charter school;
- (9) the teacher-to-student ratio;
- (10) the number of students served;
- (11) the term of the contract, not to exceed a term of 10 years;
- (12) a termination clause providing that the contract may be terminated by the local school board for the failure of the charter school to meet educational achievement goals or fiscal management standards, or for other good cause;
- (13) a statement that the charter school will comply with all state and federal requirements for receipt and use of public money;
- (14) other requirements or exemptions agreed upon by the charter school and the local school board.

(d) A school district shall offer to a charter school the right of first refusal for a lease of space in

an existing school district facility or in a facility within the school district that is not currently being used as a public school, if the chief school administrator determines the facility meets requirements for health and safety applicable to public buildings or other public schools in the district. If the school district requires lease payments by a charter school, the school district shall negotiate a lease agreement with the charter school for an amount that does not exceed the true operational costs calculated on a square foot basis for space leased under this subsection.

Sec. 14.03.260. Funding for charter school.

(a) A local school board shall provide an approved charter school with an annual program budget. The budget shall be not less than the amount generated by the students enrolled in the charter school less administrative costs retained by the local school district, determined by applying the indirect cost rate approved by the department up to four percent. Costs directly related to charter school facilities, including rent, utilities, and maintenance, may not be included in an annual program budget for the purposes of calculating the four percent cap on administrative costs under this subsection. A local school board shall provide a charter school with a report itemizing the administrative costs retained by the local school board under this section. The "amount generated by students enrolled in the charter school" is to be determined in the same manner as it would be for a student enrolled in another public school in that school district and includes funds generated by grants, appropriations, federal impact aid, the required local contribution, the local contribution under AS 14.17.410(c), special needs under AS 14.17.420(a)(1), and secondary school vocational and technical instruction under AS 14.17.420(a)(3). A school district shall direct state aid under AS 14.11 for the construction or major maintenance of a charter school facility to the charter school that generated the state aid, subject to the same terms and conditions that apply to state aid under AS 14.11 for construction or major maintenance of a school facility that is not a charter school.

(b) The program budget of a charter school is to be used for operating expenses of the educational program of the charter school, including purchasing textbooks, classroom materials, and instructional aids.

(c) The charter school shall provide the financial and accounting information requested by the local school board or the Department of Education and Early Development and shall cooperate with the local school district or the department in complying with the requirements of AS 14.17.910.

(d) The expenses of housing nonresident students who attend the charter school, including room, board, and other reasonable housing expenses, may not be paid for with state money but may be paid for with funds contributed by sources other than the state.

Sec. 14.03.263. Charter school grant program. [Repealed, Sec. 1 ch 100 SLA 2003]. Repealed or Renumbered

Sec. 14.03.264. Charter school grant program.

(a) A charter school that is established on or after the effective date of this section may receive a one-time grant from the department equal to the amount of \$500 for each student enrolled in the school on October 1 of the first year in which the school applies for the grant. The charter school shall use a grant received under this section to provide educational services. In this subsection, "educational services" includes curriculum development, program development, and special education services.

(b) The department shall establish by regulation procedures for the application for and expenditure of grant funds under (a) of this section.

(c) If the amount appropriated in a fiscal year for the charter school grant program is insufficient to meet the amounts authorized under (a) of this section, the department shall reduce pro rata the per pupil grant amount by the necessary percentage as determined by the department. If a charter school grant is reduced under this subsection, the charter school may apply to the department in a subsequent fiscal year for the balance of the grant amount.

Sec. 14.03.265. Admission.

(a) The program of a charter school may be designed to serve

- (1) students within an age group or grade level;
- (2) students who will benefit from a particular teaching method or curriculum; or
- (3) nonresident students, including providing domiciliary services for students who need those services, if approved by the board.

(b) A charter school shall enroll all eligible students who submit a timely application, unless the number of those applications exceeds the capacity of the program, class, grade level, or building. In the event of an excess of those applications, the charter school and the local school board shall attempt to accommodate all of those applicants by considering providing additional classroom space and assigning additional teachers from the district to the charter school. If it is not possible to accommodate all eligible students who submit a timely application, students shall be accepted by random drawing. A school board may not require a student to attend a charter school.

(c) In addition to other requirements of law, a charter school shall be nonsectarian.

Sec. 14.03.270. Teacher or employee transfers, evaluations, and negotiated agreements.

(a) A teacher or employee may not be assigned to a charter school unless the teacher or employee consents to the assignment.

(b) All provisions of an existing negotiated agreement or collective bargaining agreement applicable to a teacher or employee of a district apply to that teacher or employee if employed at a charter school in that district, unless the district and the bargaining unit representing the teacher or employee agree to an exemption.

(c) A teacher in a charter school shall be evaluated in an equivalent manner as all other teachers in the district, except that if there is no administrator assigned to the charter school, the local school board, with the agreement of the charter school, shall designate a school district administrator in that district to evaluate a teacher in a charter school.

Sec. 14.03.275. Contracts; duration.

A contract for a charter school may be for a term of no more than 10 years.

Sec. 14.03.280. Regulations.

The State Board of Education and Early Development may adopt regulations under AS 44.62 (Administrative Procedure Act) necessary to implement AS 14.03.250 - 14.03.290.

Sec. 14.03.290. Definitions.

In AS 14.03.250 - 14.03.290,

- (1) "academic policy committee" means the group designated to supervise the academic

operation of a charter school and to ensure the fulfillment of the mission of a charter school:

(2) "charter school" means a school established under AS 14.03.250 - 14.03.290 that operates within a public school district;

(3) "local school board" means a borough or city school board or a school board of a regional educational attendance area;

(4) "parent" means a biological, adoptive, or foster parent, or an adult who acts as guardian of a child and makes decisions related to the child's safety, education, and welfare;

(5) "teacher" means a person who serves a school district in a teaching, counseling, or administrative capacity and is required to be certificated in order to hold the position.

Sec. 14.07.165 Duties.

The [State Board of Education and Early Development] shall adopt

(4) regulations requiring approval by the board before a charter school, state boarding school, or a public school may provide domiciliary services.

Sec. AS 14.09.010 is amended by adding new subsections to read:

(e) A school district that provides transportation services under this section shall provide transportation services to students attending a charter school operated by the district under a policy adopted by the district. The policy must:

(1) be developed with input solicited from individuals involved with the charter school, including staff, students, and parents;

(2) at a minimum, provide transportation services for students enrolled in the charter school on a space available basis along the regular routes that the students attending schools in an attendance area in the district are transported; and

(3) be approved by the department.

(f) If a school district fails to adopt a policy under (e) of this section, the school district shall allocate the amount received for each student under (a) of this section to each charter school operated by the district based on the number of students enrolled in the charter school.

(g) Nothing in (e) of this section requires a school district to establish dedicated transportation routes for the exclusive use of students enrolled in a charter school or authorizes a charter school to opt out of a policy adopted by a school district for the purpose of acquiring transportation funding.

Sec. AS 14.17.450(d) is amended to read:

(d) If a charter school has a student count of at least 75 but less than 150 for the current year and is in the first three years of operation or had a student count of at least 75 in the previous year of operation,

(1) the adjusted student count for the school shall be calculated by multiplying the student count by the student rate for a school that has a student count of 150; and

(2) not later than February 15, the charter school shall submit for approval of the governing board of the district a plan for the following school year that includes a statement about whether the school will continue to operate if the student count remains the same that year and, if so, a projection of the funding anticipated from the state and other sources, a proposed budget, and a description of anticipated changes to the school staff, program, and curriculum; if the school intends to close if the student count remains the same the following year, the plan must describe transfer plans for students, staff, facilities, and materials.

Alaska State Charter Schools Regulations

4 AAC 27 is amended by adding a new section to read:

4 AAC 27.057. Charter school transportation policy.

(a) A local school board shall adopt a charter school transportation policy that describes the transportation services that will be provided by the district to students attending a charter school operated by the district if

- (1) a district provides transportation services under AS 14.09.010; and
- (2) the district operates a charter school or an application for the establishment of a charter school in the district is pending with the district under AS 14.03.250.

(b) A district must submit to the department an application for approval of its charter school transportation policy on a form provided by the department.

(1) not later than April 15, 2015, if a charter school is in operation in the district on July 1, 2014; or

(2) not later than 30 days after approval of a charter school by a local school board, if a charter school is approved by a local school board after July 1, 2014, and a charter school transportation policy approved by the department is not in effect in the district.

(c) The application to the department must include

(1) evidence that the charter school transportation policy was developed in compliance with AS 14.09.010(e)(1); and

(2) the charter school transportation policy adopted by the local school board that provides transportation service for charter school students in compliance with AS 14.09.010(e)(2); and

(3) other documents or information the department needs to evaluate a charter school transportation policy adopted by a local school board.

(d) Not later than 60 days after receipt by the department of an application for approval of a charter school transportation policy, the department will grant approval for a charter school transportation policy if the charter school transportation meets the requirements of AS 14.09.010 and this section.

(e) If a district seeks to amend an approved charter school transportation policy, it must submit an application for approval of an amendment of the charter school transportation policy on a form provided by the department not later than April 15 of the fiscal year prior to the fiscal year when the proposed amendment will take effect. An application for approval of an amendment of a charter school transportation policy must meet the requirements of (c) of this section.

(f) Not later than 60 days after receipt by the department of an application for approval of an amendment of a charter school transportation policy, the department will grant approval for the amendment of a charter school transportation policy if the amendment meets the requirements of AS 14.09.010 and this section. (Eff. 4/8/2015, Register 214)

Authority: AS 14.07.020 AS 14.07.060 AS 14.09.010

4 AAC 33.110 is repealed and readopted to read:

4 AAC 33.110. Charter school application and review procedure.

(a) The application procedure required by AS 14.03.250(a) for the establishment of an initial or renewed charter for a charter school must be in writing and must be available upon request at the school district's central office. The local school board must require an applicant to

submit sufficient information so that the local school board may conduct a thorough review of the proposed charter school. An application must conform to the content areas and formatting standards set out at the department's website at

http://education.alaska.gov/Alaskan_Schools/Charter . An application, upon final approval by the State Board of Education and Early Development, will operate as the charter for the school. In addition to the requirements of AS 14.03.250(a), an application must include, at a minimum,

- (1) a list of the members of the academic policy committee and their qualifications;
- (3) the length of the term of the contract required under AS 14.03.255(c);
- (4) the charter school's bylaws;
- (5) a description of the education program to be offered at the charter school and mechanisms for student assessment to be utilized in addition to those required by state law;
- (6) a written instructional program that addresses state content standards under 4 AAC 04 and that aligns with the content on the statewide student assessment system under 4 AAC 06.710 – 4 AAC 06.790;
- (7) written objectives for program achievement;
- (8) a description of and schedule for staff development activities;
- (9) a school schedule and calendar;
- (10) plans for serving special education, vocational education, gifted, and bilingual students;
- (11) written admissions policies and procedures;
- (12) if the charter school is the only school in the community, an alternative option for students not wishing to attend the charter school;
- (13) a written administrative policy manual;
- (14) a written budget summary and financial plan, including
 - (A) a statement of the charter school's funding allocation from the local school board and costs assignable to the charter school program budget; and
 - (B) the method by which the charter school will account for receipts and expenditures;
- (15) a written plan for the charter school's facility;
- (16) a written plan that addresses the teacher-to-student ratio, including projected enrollment figures;
- (17) a written student recruitment process, including a lottery or random drawing mechanism for enrollment if applicants exceed the school's capacity;
- (18) a requested or existing exemption for the charter school from a written collective bargaining contract;
- (19) a plan for pupil transportation and the district charter school transportation policy, if proposed or adopted;
- (20) the written termination clause that must appear in the contract between the charter school and the local school board;
- (21) proof of compliance with applicable law; and
- (22) other documents or information the district needs to evaluate the proposed charter school.

(b) Not later than 30 days after a local school board's decision to approve an initial application or a renewal application for a charter school, the local school board must forward the

application to the State Board of Education and Early Development for review and approval under AS 14.03.250(c) by mailing to the department

- (1) the complete application filed with the local school board, including all supporting documents required by (a) of this section;
- (2) the written decision of the local school board;
- (3) all other materials considered by the local school board in support or in opposition to the application; and
- (4) the minutes of the local school board meeting at which the charter school was approved.

(c) An initial application for a charter school approved by a local school board may not be submitted to the department under subsection (b) more than 12 months before the planned start-up date for the new school. A renewal application for a charter school approved by a local school board may not be submitted to the department under (b) of this section more than 12 months before the expiration of the existing contract.

(d) An initial application and a renewal application approved by a local school board and submitted to the department under (b) of this section must be received by the department at least 90 days before the next regularly scheduled meeting of the State Board of Education and Early Development.

(e) The State Board of Education and Early Development will review an initial application or a renewal application approved by the local school board and submitted to the department under (b) of this section. The State Board of Education and Early Development will consider an initial application or a renewal application in the order in which it is received.

(f) Not later than 60 days after a local school board issues a decision to deny an initial application or a renewal application for a charter school, an applicant may file a notice of appeal to the commissioner under AS 14.03.250(d). In the notice of appeal, the applicant must specify the grounds for its appeal, stating which, if any, finding of fact or conclusion of law in the local school board's decision is alleged to be in error. If the applicant alleges that a finding of fact is in error, the applicant shall specify in the notice of appeal the evidence in the record before the local school board that supports a contrary finding of fact. With the notice of appeal, the applicant must file with the commissioner

- (1) the complete application submitted to the local school board, including all supporting documents required by (a) of this section;
- (2) the written decision of the local school board;
- (3) any other materials considered by the local school board in support or in opposition to the application;
- (4) the minutes of the local school board meeting at which the charter school was approved or denied, or if the minutes are not yet available, the date on which the minutes will be available for review by the department; and
- (5) within ten working days of receipt of the commissioner's written request for a hearing transcript, a transcript of any recorded testimony presented to the local school board regarding the charter school application.

(g) The commissioner will review an appeal of a local school board decision denying an initial or renewal application for a charter school under AS 14.03.250(d).

(h) If the commissioner upholds the denial of an application, the applicant may file an appeal of the commissioner's decision to the State Board of Education and Early Development within 30 days of the issuance of the commissioner's decision. The commissioner will forward

the appeal to the State Board of Education and Early Development immediately for consideration at its next meeting. The State Board of Education and Early Development will issue a decision within 90 days after the filing of an appeal of a commissioner's decision upholding a denial of an application.

(i) If the commissioner approves an initial or renewal application by overturning a denial by the local school board, the commissioner will forward the application and record to the State Board of Education and Early Development not later than thirty days after the commissioner issues a written decision of approval. The State Board of Education and Early Development will consider the application at its next meeting.

(j) The State Board of Education and Early Development will not approve an application that contains insufficient information to determine compliance with applicable law.

(k) A decision of the State Board of Education and Early Development granting or denying approval for a charter school application is a final agency action for purposes of an appeal to the superior court. (Eff. 4/27/96, Register 138; am 3/31/2002, Register 161; am 7/26/2002, Register 163; am 8/6/2004, Register 171; am 4/18/2015, Register 214)

Authority: AS 14.03.250 AS 14.03.280 AS 14.07.060
AS 14.03.253 AS 14.07.020

4 AAC 33 is amended by adding a new section to read:

4 AAC 33.113. Amendment of charter.

A charter school may apply to a local school board for an amendment to its charter during the term of its contract with the local school board. If a local school board approves an amendment to the charter, an amended contract must be executed to conform to the amended charter. The local school board must forward an amended charter and amended contract to the department. A charter school may make district-approved changes to its program that do not require an amendment to its charter without review by the state Board of Education and Early Development, except that a change of program that involves the addition of an elementary or secondary program must be approved by the local school board and the State Board of Education and Early Development. (Eff. 4/18/2015, Register 214)

Authority: AS 14.03.250 AS 14.07.020 AS 14.07.060
 AS 14.03.280

4 AAC 33 is amended by adding a new section to read:

4 AAC 33.115. Operation of charter schools.

(a) The department may audit the charter school's program during the term of the contract under AS 14.03.255(c) and may take any action necessary to ensure compliance with federal and state law, including the withholding of money under AS 14.07.070. Notwithstanding any provision of a charter or contract, a charter school must comply with state and federal law. A change in state or federal law taking effect during the term of an existing contract or charter will override an inconsistent provision of a contract or charter. (Eff. 4/18/2015, Register 214)

Authority: AS 14.03.250 AS 14.03.280 AS 14.07.060
 AS 14.03.255 AS 14.07.020

4 AAC 33 is amended by adding a new section to read:

4 AAC 33.117. Charter school grant program.

(a) A charter school that is established on or after July 1, 2014, may apply to the department for one-time grant funding under AS 14.03.264. An applicant charter school must

- (1) apply on a form prescribed by the department;
- (2) provide evidence in its application that demonstrates that grant funding will be used to provide educational services as defined under AS 14.03.264(a); and
- (3) file its application with the department not later than September 15 to receive funding based on student enrollment on October 1 of the same fiscal year.

(b) A charter school that received reduced grant funding in a prior fiscal year as permitted under AS 14.03.264(c) may apply for the balance of the grant amount using the procedures described in (a) of this section.

(c) The department will notify a newly approved charter school of its eligibility for grant funding under AS 14.03.264 promptly after approval of the charter by the State Board of Education and Early Development. (Eff. 4/18/2015, Register 214)

Authority: AS 14.03.264 AS 14.07.020 AS 14.07.060

4 AAC 33 is amended by adding a new section to read:

4 AAC 33.119. Definitions.

In 4 AAC 33.110 – 4 AAC 33.119,

- (1) "charter school" has the meaning given in AS 14.03.290;
- (2) "commissioner" means the commissioner of education and early development;
- (3) "department" means the Department of Education and Early Development;
- (4) "local school board" has the meaning given in AS 14.03.290.

(Eff. 4/27/96, Register 138; am 3/31/2002, Register 161; am 7/26/2002, Register 163; am 8/6/2004, Register 171; am 4/18/2015, Register 214)

Authority: AS 14.03.250 AS 14.07.020 AS 14.07.060
AS 14.03.280

Narrative responses to Dept of Education & Early Development's Renewal Charter School Application FY 2016

"Section 1: Establishment Of The Charter At The Local Level"

#1 Rilke Schule is Alaska's only German immersion school. We are a 50/50 German language immersion model that is only available through this charter program. The changes to our Charter include –

Page 1- Rilke's Contact, Rilke's APC members all have changed.

Page 2-Under subsection I Rilke Schule's role in how it works with its associated nonprofits has been modified to reflect a stronger leadership role with its principal and accountability to the schools governing body, the APC.

Page 6 and 7- curriculum section has changed as the APC over the last five years has modified its textbooks and programs in math and science.

Page 7- Rilke Schule in the past utilized a unique German grading structure that differed from ASD. The APC has now aligned our grading structure with the ASD. These changes are reflected under the section Assessment and Grading

Page 8- Rilke Schule has lengthened the schedule on Fridays by 15 minutes Rilke has removed language under Proof of Student Achievement to reflect 2015 information. Under Admission Policies and Procedures, Rilke Schule changed the language to allow native German speakers into our program at any time through German language testing.

Page 11- Funding Allocation and Annual Program Budget has been changed to reflect current Rilke funding

Page 12- Rilke Schule has a new facility and address. Rilke Schule faculty and staff have changed since 2009 and is updated.

Page 13- Rilke Schule's pupil-teacher ratio has changed since 2009.

Page 14- Student count has changed.

#2 The ASB will be presented with renewing our charter on June 15th, 2015 and it will be attached to the charter renewal application as Appendix A.

#3 Evidence of contract between Rilke Schule and the ASB will be attached as Appendix B.

#4 Rilke Schule's APC updated the Bylaws February 10th, 2014. The updated bylaws are attached as Appendix C.

#5 A list of the APC members is on page 1 of Rilke’s Charter and is also attached as Appendix D

“Section 2: Organization and Administration”

#1 The terms required for AS 14.03.255 (c) and (b) are outlined throughout Rilke Schule’s charter and bylaws attached. Rilke Schule is an Anchorage School District school and submits to Anchorage School Board oversight regarding these terms.

#2 Rilke Schule follows the ASD administrative policy as is stipulated throughout the attached Rilke Schule charter.

#3 Attached, you will find, the APC Agendas and Minutes which show the tremendous work done in review/maintenance of school operations and program.

#4 Attached, you will see the agendas, which indicate that the APC meets monthly throughout the school year.

#5 Rilke Schule follows the ASD calendar, but has a modified daily schedule that has had Dept of Education and ASB oversight. This already approved and working daily schedule can be seen in our charter page 8 under “Schedule and Calendar”

#6 Not applicable

“Section 3: Educational Program and Student Achievement”

#1 Attached in Rilke Schule’s charter, under Curriculum, on page 6, descriptions of the educational program are provided.

#2 Appendix F includes, Rilke Schule’s ASD report card. Within this report card are student assessments and proficiencies. The report card also includes The Alaska School Performance index. In Appendix F are the “Climate and Connectedness Survey Results for 2014” and the “ASD Destination 2020” progress.

#3 Under “Special Education Services” on page 8 of Rilke Schule’s charter, is a description of our special education, bilingual, and gifted services.

#4 Rilke Schule has an ASPI rating of 5 stars. Rilke Schule has continually reached its objectives and this data can be reviewed in appendix F. Under “Rilke Schule Vision”, “We Believe in the Following Values” and “Rilke Schule Goals” on pages 3 and 4 of Rilke Schule’s charter written objectives and desired achievements are included. Students not achieving at grade level are provided added assistance through differentiated instruction in the classroom and/or by a teacher assistant outside of the classroom setting.

#5 Rilke Schule follows all ASD standards for assessments as well as A1, A2 and B1 testing and the National High School German Exam developed by the American Association of Teachers of German.

“Section 4 : Professional Development”

#1 Opportunities of staff development are provided during required ASD in-service, thematic training scheduled by ASD at the beginning of the school year and directly after parent-teacher conferences. Additional professional development opportunities are provided during faculty meetings held every Friday throughout the school year.

“Section 5: Facility”

#1 Rilke Schule’s location is 1846 E. 64th Ave. Anchorage, AK 99507 beginning the school year 2015-16. Please see Appendix K for facility lease and building plans.

#2 As is the impetus, for this charter renewal our new facility is Rilke Schule’s 20 year home. Rilke has no plans for growth beyond our new facility. Our kindergarten enrollment will follow the historical trends from the last 2 years, for a sustained student population average. Rilke Schule’s APC will adjust enrollment if attrition rates fluctuate in an effort to avoid unsustainable growth that would potentially negatively impact the program.

“Section 6: Admission”

#1 Rilke Schule utilizes the ASD Lottery process and admission policies. As with other immersion language programs Rilke cannot accept students after kindergarten unless they can pass German proficiency assessments. Native German speakers are extremely important to the Rilke Schule program and will be allowed enrollment if language proficiency is shown through Rilke Schule’s diagnostic procedures.

#2 Rilke Schule does not have a recruitment process as in the past. Rilke Schule is known in the Anchorage community as a desired school of choice and the program is organically marketing itself. Rilke Schule does have a waitlist. Here are the historical waitlist numbers beginning 2012/13-2015/16

2012/13 Rilke had no prospective students on a waitlist

2013/14 K-6, 1st-0, 2nd-0, 3rd-0, 4th-0, 5th-0, 6th-0, 7th-0, 8th-1.

2014/15 K-52, 1st-20, 2nd-5, 3rd-1, 4th-1, 5th-0, 6th-0, 7th-0, 8th-0.

2015/16 K-28, 1st-71, 2nd-27, 3rd-7, 4th-6, 5th-4, 6th-1, 7th-3, 8th-0.

“Section 7: Fiscal”

#1 Rilke Schule has attached its 2015-16 budget. Rilke’s only other revenue sources are the German Government PASCH Grant which is between 14,000 and 15,000 euros annually, Private donations and community fundraising are also received on occasion.

#2 Rilke Schule follows all district approved practices to account for receipts and expenditures. Rilke Schule has been successful in ending each year with a zero or positive fund balance. All of the audit reports to date indicate that Rilke Schule has met its obligation to ensure the fiscal integrity of the schools financial operation. This document is the signed assurance as required by the state department of education.

“Section 8: Transportation”

#1 As is seen on page 14 of Rilke Schule’s charter, the parents or guardian of students at Rilke Schule are responsible for providing timely transportation for their child to and from school.

Appendix B

CHARTER SCHOOL CONTRACT

THIS CONTRACT is between _____, whose address is _____, hereafter "Charter School," and the Anchorage School Board, whose address is 5530 E. Northern Lights Blvd., Anchorage, AK 99504 hereafter "School Board."

WHEREAS, Charter School desires to operate within the Anchorage 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;

WHEREAS, by resolution adopted _____ (date), the School Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to Charter School and School Board and subject to certain other conditions, including approval by the State Department of Education and Early Development; and

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

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 _____ day of _____ for the school year _____. Services will be provided in accordance with the Charter School Calendar identified below.

1. Compliance with Regulatory Requirements: 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 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, health, reading, language arts and social studies, appropriate to the age of students included in the

program. Provision will also be made for physical education, music, art, and instructional technology within the educational program. The educational program shall be designed as described in the attached charter application.

3. Achievement Levels: Charter School's educational program shall result in students attaining the following specific levels of achievement as described in the attached final District-approved charter application.
4. Administrative Policies and Procedures: Charter School has requested and received authorization for the following exemptions from School District policies and procedures (list by number and title on an attached sheet of paper):

Charter School agrees and warrants that it will comply with all other School District policies and procedures except those pertaining to textbook, program, curriculum and scheduling requirements as approved by the School Board.

- a. Admission Policies and Procedures: Charter School will operate for _____ years as set forth below.. Eligible students are those who are grade-appropriate for that school. Charter School shall accept students into its program using the District Lottery Procedures as described below.

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 drawing using the District's adopted Lottery Procedures. 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 the Charter School principal/administrator at least four

times yearly, to monitor progress in achieving the committee's policies and goals.

The Academic Policy Committee shall include _____ persons, including parents of students attending Charter School, teachers at Charter School, and other Charter School employees. Students shall be included if the Charter School is for grades 9-12. Membership shall be determined in accordance with procedures developed and approved by the committee.

5. Funding: School District shall allocate funding for Charter School based on a per-pupil allocation for the students enrolled in the Charter School, computed in a manner consistent with the method in which the District receives revenues from the State less administrative costs retained by the District determined by applying the indirect cost rate approved by the State Department of Education and Early Development. The District may allocate additional revenue beyond the per pupil allocation based on the approved program for the charter school; this increase must be approved by the School Board.

6. School District Charges: Charter School shall operate under the terms of the approved program budget. The program budget was developed utilizing anticipated School District funding based on a per-pupil allocation for the students enrolled in the Charter School. The per-pupil allocation is computed in a manner consistent with the method in which the District receives revenues from the State, less administrative costs retained by the District, to be determined by applying the indirect cost rate approved by the State Department of Education and Early Development. Charter School's funding allocation from School Board for purposes of creating the program budget was_____. The approved program budget includes the revenues identified above. In addition, revenues generated for special populations of students, revenues from grants, and special revenue funds beyond the per-pupil allocation may be approved by the School Board.

Operating revenues actually provided to Charter School by School District may exceed or be less than the approved program budget since actual revenues shall be determined from actual student enrollments in Charter School during the year in which Charter School is operating. School District will adjust the funding to

reflect actual student enrollment. Actual student enrollment shall be determined in the same manner that the State of Alaska uses to determine student enrollments and state revenues generated in the School District.

- 7. Student Fees and Charges: A Charter School may not charge tuition to students who reside within the Anchorage School District. 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.
- 8. Budget and Accounting: The Charter School's funding allocation for its first school year under this contract, subject to adjustment based on state funding and enrollment and a statement of costs assignable to the Charter School program budget, are attached as part of the final District-approved charter application. The budget will be amended on an annual basis to reflect any changes in Charter School's funding allocation or assigned costs for subsequent school years. On or before the 15th day of November of each year, the Charter School shall provide an annual budget for the following school year to the administration for approval.

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

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 shall establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules and regulations, and will make such records available to the School District, as requested. Charter School agrees that it shall comply with all local, state and federal requirements for receipt and use of public money.

- 9. Facility: Charter School shall be operated 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 guarantees that the facility complies with all local, state and federal health and safety requirements applicable to other public schools in the School District and that compliance will be maintained at all times.

Charter School guarantees that it will comply with all District policies and procedures, and all applicable state and local laws and regulations, in obtaining leased or rented space.

- 10. 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):

At the time of executing this contract, the parties anticipate that the following individual(s) will, by agreement, act as a principal/administrator in the Charter School and shall hold the title of: _____

Charter School shall promptly provide School District with written notice of any proposed changes to the school's staff.

Charter School agrees that certificated staff shall be evaluated in an equivalent manner as other teachers and administrators in equivalent positions in the District. Evaluation procedures for certificated staff must be identical to the District's procedures, unless the charter school application approved by the District for attachment to this contract includes a detailed description of the evaluation procedures to be used in the charter school, in which case the Charter School may use that District-approved procedure. The Performance Standards adopted by the State Board of Education and Early Development and the Anchorage School District for teachers and administrators must be included in any alternative evaluation procedures that are proposed for certificated staff. However, to clarify expectations, a charter school Academic

Policy Committee may develop additional performance indicators that are relevant to the educational program of the charter school. To the extent required by contract, any changes to the evaluation procedures for teachers must be developed in consultation with the teacher's union, giving the union full opportunity to review and collaborate on those changes.

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. All waiver requests and written responses from the appropriate bargaining units are included in this contract and are attached hereto.

11. Pupil-Teacher Ratio: Charter School shall maintain the following pupil-teacher ratio: _____
12. Enrollment: Charter School shall enroll a minimum of _____ students and a maximum of _____ students at all times. Student enrollment may be adjusted pursuant to the admissions procedures set forth above if there is increased student demand to attend Charter School.
13. School Calendar: Charter School warrants that it will operate at all times designated in the attached school year calendar. The school day shall be _____ hours long and will start at _____ a.m. and end at _____ p.m.
14. Retirement: All employees of the Charter 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.
15. Contract Term: This contract shall be effective upon complete execution and shall be reviewed annually. The contract has been approved for a period of _____ fiscal years and will terminate on _____ (date). (No contract may be approved for a term in excess of ten years). Charter School may apply for a contract extension or reapply for a new contract during the last year of the existing contract period.

Although this contract is for the operation of Charter School for a period of _____ 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 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. 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 of this agreement or for other good cause. The School Board shall provide at least 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. Charter School may terminate the contract on an annual basis. In such event, Charter School shall notify the District by February 1 of a given school year of its intent to cease operations the following year.
17. Risk Management: Charter School agrees to adequately protect against liability and risk through an active risk management program. This program shall include purchase of insurance coverages, as directed by the Anchorage School District risk manager in the following amounts: _____. Charter School agrees that it will coordinate all risk management activities through the District's risk management office. Charter 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.

Charter School agrees to operate in such a manner as to minimize the risk of injury or harm to students, employees, and others. Charter School 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.

- 18. Contract Compliance: Charter School agrees to oversee its operations to ensure that the terms of this contract are met. Charter School agrees to meet regularly with parents, teachers/staff, and students (where appropriate) to review, evaluate, and improve operations of the Charter School. Charter School agrees to meet with the Academic Policy Committee at least quarterly to monitor progress in achieving the Committee’s policies and goals.

- 19. Indemnification: To the extent not covered by insurance, Charter School 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 Charter School’s operations.

In addition to the mutual covenants and agreements set forth above, School District and Charter School agree to be bound by those agreements, promises, and covenants set forth in the final approved Charter School Application, a copy of which is attached, except as those terms are amended by this contract, and the bylaws and policies of the Anchorage School District, and federal, state and local statutes and regulations.

Dated _____

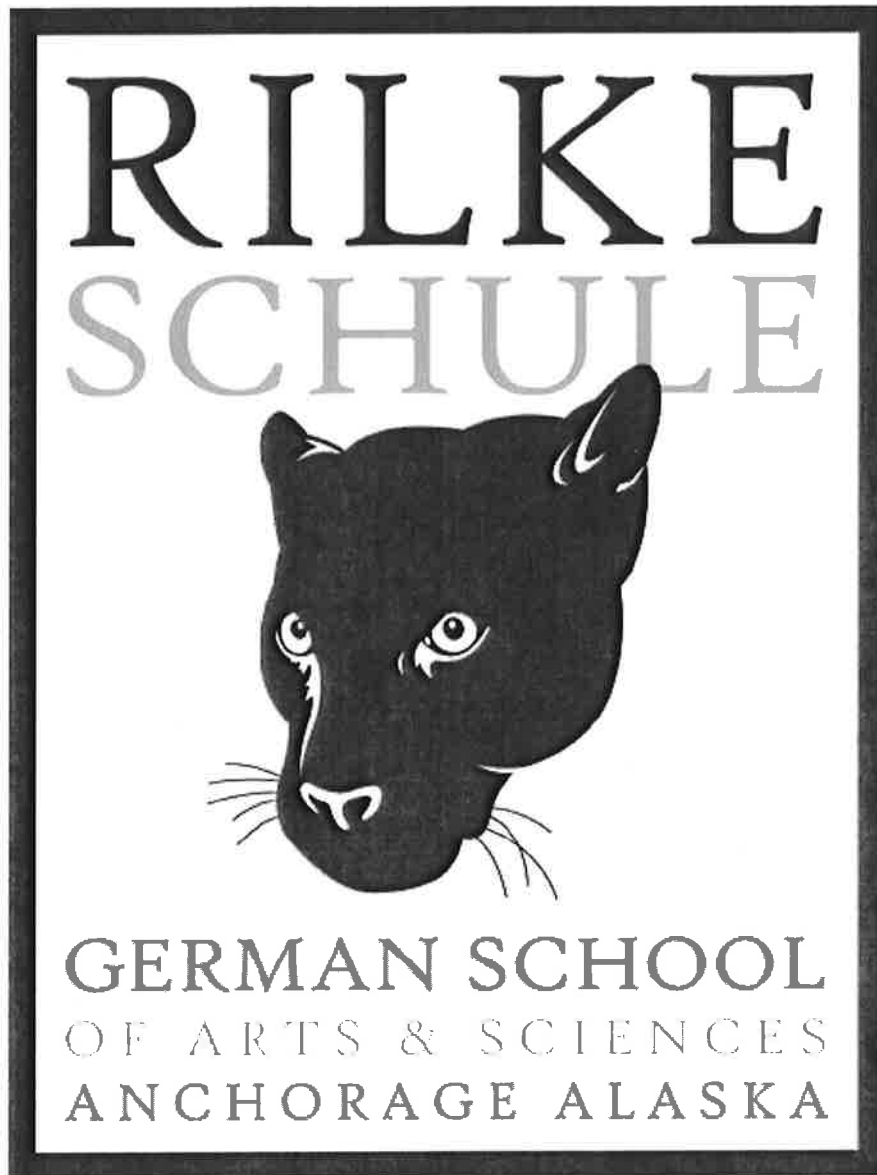
School Board President
Anchorage School District

Dated _____

Charter School Authorized Agent
Anchorage School District

(Revised 5/28/09)

Appendix C



**Rilke Schule
German School of Arts and Sciences
Bylaws
4th Amendment
Adopted by the
Academic Policy Committee
February 10, 2014**

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ARTICLE I**Name, Purpose, Office, Statute and Code, Fiscal Year, and Governance****SECTION 1. Name.**

The name of the organization shall be *Rilke Schule German School of Arts and Sciences* and shall hereinafter be referred to as “the school”.

SECTION 2. Purpose.

The purposes for which the school is organized are determined by the Academic Policy Committee (hereinafter APC) and described within these bylaws.

SECTION 3. Office.

The principal office shall be at the facility of the school, located within the Municipality of Anchorage.

SECTION 4. Statute and Code.

The school shall operate in accordance of the laws and statutes of the State of Alaska.

SECTION 5. Fiscal Year.

The fiscal year of the school shall coincide with the fiscal year of the Anchorage School District (hereinafter ASD), July 1 through June 30.

SECTION 6. Governance.

The school shall be governed by the APC.

ARTICLE II**Academic Policy Committee****SECTION 1. General Powers.**

The affairs of the school shall be managed by its APC. The APC shall be a single body. In addition to governing and supervising all aspects of the school, the APC shall fulfill the duties prescribed in AS. 14.03.250 *et. seq.*, (Establishment of Charter Schools) and as set forth in these bylaws and shall perform the following functions, including, but not limited to:

- a. Ensure the fulfillment of the mission of the school as stated in the Rilke Schule German School of Arts and Sciences-Anchorage School District contract.
- b. Uphold the mission statement as stated in the Rilke Schule German School of Arts and Sciences Anchorage School District Charter, December 14th, 2009 and approved by the State of Alaska, March 24th, 2010. It shall oversee accountability in academics, legal/risk management, finances, operations/maintenance, capital budgeting issues of the School and as otherwise permitted or required by above mentioned contract or by law. The mission statement of the school is “*Rilke Schule—German School for Arts and Sciences* is a K through 8 school that provides an outstanding education focused on high academic achievement by engaging each child through an enriched language curriculum taught primarily in German.”
- c. Promote professional conduct in accordance with ASD policies and union contracts.
- c. Contract with a Type B certified administrator or as otherwise qualified.
- d. Delegate to the principal those tasks deemed appropriate by the APC and render to the principal opinions regarding the hiring, evaluation, German language ability, and/or

termination or non-retention of teachers, staff, and other personnel to the extent permitted by law.

- e. Review and approve contracts.
- f. Review, upon request by any parent, teacher, or staff, concerns regarding requests for any purchase of materials, as well as student-school concerns, if not satisfactorily resolved first through the teachers and principal.
- g. Review and rule on any other questions, issues, or policies that may arise from time to time, to the extent permitted by law.
- h. No member of the APC shall act on his/her own in the name of the APC unless so authorized by these bylaws or by resolution of the APC.
- i. Establish and maintain policies and procedures for the strategic governance and efficient operation of the school. The APC is the only body authorized to establish school policies. These policies may not be less restrictive than ASD, state, or federal mandates. The principal or his/her designee shall create school procedures as applicable to execute the policies established by the APC.

SECTION 2. Members of the Academic Policy Committee.

The APC shall be comprised of APC officers and APC members. Both shall make up the APC board. According to AS Sec. 14.03.250(b), the APC shall consist of parents of students attending the school, teachers, school employees, and community members.

- a. The APC shall consist of nine (9) elected members. It will include seven (7) members that are parents and or community members, two (2) that are school employees (not including the principal).
- b. The principal of the school shall serve as a non-voting member.
- c. The immediate past chair, if not a current APC board member, will serve as a non-voting member for the term of one year from the annual meeting. If the immediate past chair is currently serving on the APC as an elected member or is unavailable, the APC will appoint a former member of the APC to serve in that position.
- d. The APC may invite others to serve on the APC as non-voting guests of the committee from time to time.

SECTION 3. Voting Members

All elected APC members are eligible to vote on all issues; however, the two (2) employee representatives may not vote on matters of personnel, staffing, or principal contracts.

SECTION 4. Term.

The length of the term of all elected parent and community members of the APC shall be two (2) years. These terms shall be staggered such that three (3) of the terms will end in even-numbered years, and four (4) positions will end in odd-numbered years, with elections to fill them to be held in conjunction with the annual meeting as outlined elsewhere in these bylaws.

The length of the term of the two (2) employee representatives shall be one (1) year. The employee representative position terms are staggered for re-election annually with elections in October and April.

The length of the term for the principal shall run concurrent with the term of contract/employment.

SECTION 5. Term Limits.

There shall be no limits on the number of terms that any voting member of the APC may serve.

SECTION 6. Vacancies.

Any parent/community member vacancy occurring on the APC shall be filled by a majority vote of the remaining parent/community members of the APC and shall be elected for the unexpired term of his or her predecessor in office. No vacancy shall continue for longer than two months or until the next annual meeting of the APC, whichever occurs first.

Any staff member vacancy occurring on the APC shall be referred to the principal to conduct a staff replacement election, and shall be elected for the unexpired term of his or her predecessor in office. No vacancy shall continue for longer than two months or until the next regularly scheduled vote for that position, whichever occurs first.

If the principal resigns or is removed from office, the teacher in charge will fill the seat until an acting or permanent principal is selected.

SECTION 7. Compensation.

Members of the APC shall not receive salaries for their services on the board. However, nothing in this section shall prevent any APC member from serving the school in another capacity and being compensated for that service.

SECTION 8. Resignation.

Any APC member may resign at any time by giving written notice to the chair or secretary of the APC. Such resignation shall take effect at the time specified therein or as otherwise negotiated by the APC and the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. Removal.

APC members are expected to attend all regular APC meetings. A request for an excused absence from a meeting must be communicated to the APC chair and secretary not less than 72 hours in advance or as soon as it is known, whichever is later. The APC may remove any APC member who has three (3) unexcused absences during a term. Furthermore, failure to adequately perform one's duties as required by the position or failure to abide by the Code of Ethics may lead to removal from the APC. Removal shall require a majority vote of the voting members of the APC.

SECTION 10. Conflict of Interest.

- a. An APC member (voting or non-voting) shall disclose to the chair and secretary all real and perceived conflicts of interest. APC members with a conflict of interest may not act in matters in which they have a substantial and material interest.
- b. Conflict of Interest Defined. An APC member shall be considered to have a conflict of interest if he or she or a member of his or her immediate family:
 - i. has an economic interest in a transaction which is the subject of proposed action by the school and the economic interest is adverse, competitive, potentially adverse, or potentially competitive to the interest of the school;
 - ii. is a member of or holds a significant interest in another entity that is the subject of the proposed action by the school;
 - iii. is an officer or manager of another entity that is the subject of the proposed

- action by the school; or,
- iv. is a party to or a potential party to threatened or pending litigation or administrative proceedings in which the position is adverse to that of the school.

However, a member does not have a conflict of interest where the interest of the member or his or her immediate family is no different than that of the APC.

c. Determination of Substantial and Material Conflict of Interest.

When an APC member has a potential conflict of interest on a matter, the member shall notify the APC board before the board considers the matter. This report shall be recorded in the minutes of the meeting of the APC.

Ultimate authority for determining the existence of a conflict lies within the powers of the APC to determine by majority vote. An APC member with a possible conflict of interest may answer questions posed to him/her by the other members of the APC, but shall leave the meeting while the disinterested members discuss and vote on the issue.

The board may void an action of the APC when the action included participation of a member with a conflict of interest, upon a showing that (i) the vote of the disinterested members present at the meeting and voting would have been insufficient to take the challenged action without the inclusion of the vote of the member who had the conflict, and (ii) the action taken was unfair to the school.

ARTICLE III

Officers of the Academic Policy Committee

SECTION 1. Officers.

The officers of the APC shall be chair, vice chair, secretary, and treasurer, each of whom must be a parent-elected member of the APC in good standing. The APC may elect or appoint such other officers, including one or more assistant secretaries or assistant treasurers, as it shall deem desirable, and such officers to have the authority and perform the duties prescribed from time to time by the APC. Only elected parent and community members who are not in any kind of employment relationship with the school may be elected to an officer position.

SECTION 2. Election and Term of Office.

The term of all officers of the APC shall be one (1) year. The officers of the APC shall be elected yearly by a majority vote of the APC at the first regular meeting following the annual meeting of the APC. If the election of officers cannot be held at that meeting, elections shall be held as soon thereafter as possible.

SECTION 3. Removal.

Any officer elected or appointed by the APC may be removed from office by a simple majority vote of the APC whenever in its judgment the best interests of the School would be served thereby.

SECTION 4. Vacancies.

A vacancy for any office shall be filled by a majority vote of the APC for the unexpired portion of the term at the next meeting. It shall be filled from existing voting APC members.

SECTION 5. Chair.

The chair shall be the presiding officer at all meetings of the APC. The chair shall have such authority and perform such duties as shall be directed by the APC from time to time.

- Sets the agenda
- Runs meetings in accordance with the most recent edition of *Roberts Rules of Order, Newly Revised*
- Serves as primary conduit to contracted staff
- Speaks on behalf of the APC
- Ex officio member of all committees and subcommittees
- Liaison to RSV, RSI, and ASD board chairs

SECTION 6. Vice Chair.

In the absence of the chair, the vice chair or other APC member designated by the chair shall perform the duties of chair. The vice chair shall perform such duties as shall be directed by the APC from time to time.

- Fills in for chair as needed
- Leads APC communication team
- Correspondence functions (drafting documents, policies, APC written responses)
- Leads APC member orientation and training
- Liaison to RSV, RSI, and ASD board vice chairs

SECTION 7. Secretary.

The secretary shall keep the minutes of the meetings of the APC as computer files; see that all notices and agendas are duly given and posted in accordance with the provisions of these bylaws or as required by law; keep an updated list of the mailing address, e-mail address, and telephone numbers of each member of the APC; establish and manage a records management system for all APC records; serve as the official archivist for all APC correspondence, nominations, and other related documents; maintain the master APC calendar; and perform such other duties as from time to time may be assigned by the APC.

- Serves as recording secretary
- Serves as parliamentarian
- Establishes and maintains records management system for APC
- Prepares and posts agendas
- Authors meeting minutes
- Liaison to RSV board secretary

SECTION 8. Treasurer.

The treasurer shall present to the APC the annual budget for the forthcoming year which has been prepared by the school, and shall ensure that it justly supports the mission and goals of the school. The treasurer will present an update on the budget at each APC meeting, and in all ways shall be accountable to the APC and the school board on budgetary matters. The treasurer shall cause to be completed the audits specified in the APC bylaws and policies. The treasurer will serve as the school financial liaison and will serve as the coordinator of all school funds.

Appendix C

- Leads budget oversight process
- Presents recurring financial updates to APC
- Leads the Budget and Finance Subcommittee
- Oversees APC contracts
- Liaison to RSV and RSI board treasurers

SECTION 9. Committee Chairs

- Lead committees
- Present committee reports to APC
- Maintain records and minutes of committee and subcommittees
- Solicit volunteers for committee membership, present nominations to APC for approval, and maintain committee member contact information
- APC officers may not serve as committee chairs

SECTION 10. Staff Representatives

- Provide APC updates at school staff meetings
- Solicit staff feedback for APC questions and items of interest
- Present written or oral reports to the APC

SECTION 11. Principal

- Serves as the school's chief administrative officer
- Responsible for the school's financial management
- Presents written reports to the APC in advance of all regular meetings
- Ex officio member of all committees and subcommittees
- Primary liaison to ASD

SECTION 12. Immediate Past Chair.

The immediate past chair will be empowered to initiate proposal of and revision of APC policies.

ARTICLE IV

Election of Members to the Academic Policy Committee

SECTION 1. Elections Committee.

In November of each year, the chair of the APC shall appoint an Elections Committee of three (3) persons. Two (2) persons shall be parent-elected, voting members of the APC not running for re-election, and one (1) person shall be a parent of a student enrolled in the school but who is not a member of the APC. The Elections Committee shall oversee the election process for all parent-elected positions on the APC in accordance with APC election policies. The Elections Committee shall do the following:

- a. In January, solicit, review, and accept applications from candidates for membership to the APC.
- b. At its discretion, nominate individuals who have not submitted an application as candidates for positions on the APC.
- c. Make available within the school office and on the school's website, copies of any

- statements any candidate submits to the nominating committee for the parents, students, or personnel.
- d. Establish a forum for public introduction of each candidate.
 - e. Promote open and transparent elections, and ensure that candidates campaign in such a way that it does not interfere with educational activities, or negatively affect safety or traffic flow. Ensure that no active campaigning of any sort occurs within the school on election day.
 - f. Receive the most current parent/guardian list from the school administration for the purpose of determining voter eligibility.
 - g. Prepare a secret ballot listing the candidates.
 - h. Distribute and collect the secret ballots and otherwise oversee the election so that it is conducted in a fair manner.
 - i. Advise the candidates and the APC of the election results.
 - j. Prepare a report stating the results of the election, which report shall be kept at the principal office of the school and be made available for review by interested parents, teachers, or staff members.
 - k. The Election Committee chair shall provide oral highlights of this report to the full APC at the first scheduled meeting after the election and provide to the APC the election results for a full APC certification vote. The APC chair shall post the certified election results within three (3) days of certification.
 - l. Be the initial point of inquiry or appeal for parents or candidates having concerns or questions about election procedures, policies, or other related activities.

SECTION 2. Rilke Schule Staff Elections.

In October and April of each year the staff employees will elect by secret ballot one (1) representative to a one (1) year term on the APC. In the event there is only a single candidate in the election, barring any objection, approval may be made by voice vote. The aforementioned Elections Committee does not have jurisdiction in staff elections.

- a. Only school employees may vote for their representatives in those elections. The principal does not vote in the election.
- b. In the event a teacher is also a staff member with an assignment of .5 or greater at the school, he/she is only eligible to run in the staff elections.

SECTION 3. Eligibility to Vote for Parent/Guardian-Elected Member Positions.

Only parents or legal guardians of students currently enrolled in the school on the day of the election, and any voting APC member, are eligible to vote in elections of parent/community member positions. Regardless of number of children at the school, each parent/guardian is allowed to cast one vote. Only the first two (2) parents/guardians listed in the ASD record system will be considered eligible to vote. The Elections Committee will be responsible for monitoring voter eligibility and resolving any disputes involving the casting of ballots. Parents of school students and community members within ASD boundaries are eligible to run for the parent/guardian-elected APC positions, unless excluded from doing so elsewhere in the bylaws.

SECTION 4. Casting of Votes for Parent/Guardian-Elected Members

Voting may occur in two (2) ways: (1) during the polling hours on the date of the annual meeting, by obtaining and submitting to the school the secret ballot prepared by the Elections Committee, or (2) by absentee ballot completed in accordance with APC-established policies and procedures.

Polling hours shall end thirty (30) minutes prior to the annual meeting being called to order.

- a. Only in-person and absentee voting is permitted. Telephonic, proxy, facsimile, or other method of voting not expressly authorized herein is not permitted or valid.
- b. All eligible voters, as defined elsewhere in the bylaws, who are both parents and current staff at the school may vote for both parent and teacher positions on the APC.
- c. The principal is not eligible to vote in any APC election.

ARTICLE V

Meetings of the Academic Policy Committee

SECTION 1. Conduct of meetings.

The guidelines contained in the most recent edition of *Robert's Rules of Order, Newly Revised* shall govern the conduct of meetings of the organization in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

SECTION 2. Annual and Regular Meetings.

The APC will conduct meetings in accordance with the Open Meetings Act, A.S. 44.62.3 10 et seq., Anchorage Municipal Code, and Anchorage School Board policy. All meetings shall be conducted and all notices and agendas posted in accordance with these regulations. If any portion of these bylaws is more specific than these regulations, then that portion of these bylaws shall control these regulations, unless prohibited by law.

The annual meeting of the APC shall be held in February of each year for the purpose of electing members of the APC and for the transaction of such other business as may come before the meeting. The APC shall also hold regular meetings typically monthly but at least four (4) times a year. Annual and regular meetings can coincide.

SECTION 3. Special Meetings.

Special meetings of the APC may be called by the chair, the principal, or any three members of the APC.

SECTION 4. Place of Meetings.

The APC may designate any place within the Municipality of Anchorage as the place of meeting for any annual meeting, regular meeting, or special meeting.

SECTION 5. Notice of Meetings.

Notice of annual, regular, or special meetings stating the place, day, and hour of any meeting shall be delivered, either personally, telephonically, or by e-mail to each member of the APC not less than one (1) day before the date set for such meeting. In addition, at least twenty-four (24) hours prior to each meeting, notice of and the agenda for each meeting shall be posted at the school. New issues not posted on the agenda may nonetheless be raised, discussed and voted upon at any regular meeting.

SECTION 6. Quorum.

A majority of the voting members of the APC constitutes a quorum. Telephone participation is permitted.

SECTION 7. Manner of Acting.

The act of a majority of the members of the APC at a meeting at which a quorum is present either in person or by telephone shall be the act of the APC, unless a vote greater than majority vote is required by law, APC policies, and/or by *Robert's Rules of Order, Newly Revised*.

SECTION 8. Standards of Conduct for APC Members.

All APC members shall sign and abide by the "Code of Ethics for Rilke Schule Academic Policy Committee Members". This document shall be created, modified, and approved by a majority of the APC board.

SECTION 9. Executive Sessions.

All regular and special meetings of the APC shall be open to the public, except that, upon a vote of a majority of the members present, an executive session may be held to discuss matters including but not limited to:

- a. Attorney-client matters
- b. Contract proposals or negotiations
- c. Sensitive personnel matters
- d. Student discipline matters

The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the APC may be present during the executive session. Unless invited or permitted by law, no teacher or teacher's aide, or APC member shall be entitled to attend any executive session in which personnel issues specific to a particular employee are discussed. No teacher, teacher's aide, or APC member shall be entitled to vote on any such issue in public session. The APC shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or any other final action, be approved at any session which is required by law to be open to the general public. Matters discussed during the executive sessions shall remain confidential among those attending. The secretary of the APC shall maintain topical minutes of all executive sessions. The APC secretary shall create and maintain a non-disclosure statement to be signed by all guests attending any executive session.

ARTICLE VI

Principal

SECTION 1. Selection/Removal.

The principal shall be selected by the APC. Removal of the principal will require a two-thirds vote of the parent/guardian-elected members of the APC when in its judgment the best interests of the school would be served thereby and should follow the terms described in the principal's employment contract.

SECTION 2. Duties and Responsibilities.

The principal shall have those day-to-day management and other duties as assigned and delegated by the APC, or as required by law. With the advice of the APC, the principal shall select, appoint, or otherwise supervise employees of the school. The principal shall see that all policies, orders, and resolutions of the APC are carried into effect. The principal shall:

- a. Maintain financial records of the school and present monthly written financial reports to the APC
- b. Manage the day-to-day operation of the school and execute the requirements of his/her own employment contract
- c. Meet regularly with parents and with staff of the school to review, evaluate, and improve operations of the school
- d. Submit appropriate information as required by the ASD, Department of Education, or other federal and state agencies
- e. Submit for approval or disapproval to the APC all significant policy and financial decisions that may have a substantial impact upon the school
- f. Perform other duties as assigned by the APC or outlined in the job description
- g. Serve as an ex officio member of all APC committees and subcommittees

ARTICLE VII Committees

SECTION 1. Permanent Committees.

The APC shall have three standing committees, with the following subcommittees:

Facilities: Safety and Security, Infrastructure, Supply and Support
Performance: Evaluation and Analysis, Ethics and Inquiries, Human Relations
Strategic Planning: Budget and Finance, Development, Planning

The APC shall also have an Elections Committee, as noted elsewhere in these bylaws.

Each standing committee shall have three subcommittees as outlined above. All standing committee meetings are subject to all laws, policies, and procedures of APC meetings. Voting members of each standing committee shall be the committee chair, committee vice chair, and the three (3) subcommittee chairs. The APC chair and principal are ex officio members of all APC committees and subcommittees.

Committee membership shall run from May to May each year.

SECTION 2. Committee Chairs and Vice Chairs

Only parent/guardian-elected members may chair standing committees. Any APC member may serve as vice chair of a standing committee. Committee chairs and vice-chairs will jointly select committee members from lists of volunteers who are parents of children attending the school, community members at large, and Rilke Schule staff members. Standing committee membership shall be approved by a vote of the APC board each May, or as soon thereafter as possible.

SECTION 3. Committee Chair Responsibilities

Committee chairs are responsible for:

- a. Designating a committee secretary/scribe for the purpose of maintaining records, writing

- minutes, and addressing correspondence
- b. Providing committee updates to the APC at least once per month during the school year
- c. Soliciting volunteers to serve the remaining term of a vacated committee position

SECTION 4. Standing Subcommittees

Standing Subcommittees may be chaired by an APC member, parent/guardian, school staff member, or member of the community at large. These subcommittees act as working groups to accomplish specific work for the APC. Standing subcommittee membership shall be approved by a vote of the respective parent standing committee, within thirty (30) days of the parent committee's membership being approved by the APC.

Subcommittee chairs are responsible for:

- a. Soliciting qualified and interested volunteers to serve on the subcommittee
- b. Designating a committee secretary/scribe for the purpose of maintaining records, writing minutes, and addressing correspondence
- c. Providing committee updates to the parent standing committee at least once per quarter during the school year
- d. Soliciting volunteers to serve the remaining term of a vacated subcommittee position

SECTION 5. Other Special and Ad Hoc Committees

The APC may, by a resolution adopted by a majority of the APC, designate and appoint one or more special or ad hoc committees to perform specific tasks assigned by the APC. The APC shall appoint a committee chair and receive monthly updates from the committee chair. Special/ad hoc committee chairs have the same duties and responsibilities listed elsewhere in these bylaws for standing committee chairs.

SECTION 6. Instruction and Responsibility.

Each committee shall be clearly instructed that each member is being asked to serve for the period of 1 (one) year, the service the APC wishes each committee to render, the extent and limitations of the committee's responsibility, the resources the APC will provide, and the approximate dates on which the APC wishes to receive reports.

SECTION 7. APC Powers and Prerogatives.

All recommendations of a committee must be submitted to the APC for official action. The APC shall have the power to dissolve any special or ad hoc committee at any time during the life of the committee.

SECTION 8. Committee Meetings.

Special committees to the APC shall comply with the requirements concerning public meetings as described elsewhere in these bylaws.

ARTICLE VIII

Contracts, Bank Accounts, Checks, Withdrawals, and Accounting

SECTION 1. Contracts.

The APC has the authority to enter into contracts, execute and deliver instruments, and otherwise legally

bind the school. With a majority vote, the APC may delegate this authority, either in specific instances or in general, to the principal or his/her designee, or to any officer of the APC.

SECTION 2. Bank Accounts, Checks, Withdrawals, etc.

Withdrawals or transfers from any and all ASD-monitored school funds, bank accounts, budget transfers, and any expenditures over five hundred dollars (\$500) shall be approved by both the APC treasurer and the principal, with APC approval obtained for expenses and budget changes over \$2,000. Any expenditures or changes in the budget less than five hundred dollars (<\$500) require only the approval of the principal.

SECTION 3. Accounting.

The principal or his/her designee shall present a written financial report to the APC three days prior to each regular APC meeting. This report shall include at minimum a ledger itemizing all income, expenses, and budget transfers since the previous regular APC meeting, and, as needed, copies of all accompanying bank account statements. The APC may at any time cause a full or partial independent audit of all school monies to occur. At a minimum, the APC shall cause a full independent audit of all school monies every two (2) years, with reports of financial health and the audit's findings presented in writing and orally at the annual meeting every odd-numbered year.

**ARTICLE IX
Indemnification**

SECTION 1. Duty to Indemnify.

Subject to the sections below, the school shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the school) by reason of or arising from the fact that the person is or was an APC member of the school against costs and expenses (including attorney's fees) of the suit, action, or proceeding, judgments, fines, and settlements actually and reasonably incurred in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the school and, with respect to a criminal action or proceeding, did not know and had no reasonable cause to believe the conduct was unlawful.

The termination of any action, suit or proceeding shall not of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the school and, with respect to a criminal action or proceeding, a presumption that the person did not know and had no reasonable cause to believe that the conduct was unlawful.

SECTION 2. Denial of Right to Indemnification.

Subject to the provisions of Sections 5 and 6 below, or unless otherwise ordered by a court, indemnification and defense under Section 1 of this article may only be made by the organization upon a determination by the board that defense and indemnification of the APC member, is proper under the circumstances because the person has met the standard of conduct set forth in Section 1 of this Article, provided however, no person may receive defense or indemnification in those matters in which that person was adjudged to be liable for negligence or misconduct in the performance of corporate duties. In the case of any challenge to the propriety thereof, the person shall be afforded a fair opportunity to

be heard as to that determination. Defense and indemnification payment may be made, subject to repayment upon ultimate determination that defense and indemnification is not proper.

SECTION 3. Determination.

The determination described in Section 2 shall be made:

- a. by the APC by a majority vote, or
- b. by independent legal counsel, if directed by the APC by a majority vote of disinterested members or in the absence of a quorum.

SECTION 4. Successful Defense.

Notwithstanding any other provisions of Sections 1, 2 or 3 of this Article, but subject to the provisions of Section 5 below, if a person is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 of this Article, or in defense of any claim, issue or matter therein, the person shall be indemnified against costs and expenses (including attorney's fees) actually and reasonably incurred in connection therewith.

SECTION 5. Condition Precedent to Indemnification.

Any person who desires to receive defense and indemnification under this Article shall notify the school reasonably promptly that the person has been named a defendant to an action, suit or proceeding of a type referred to in Section 1 and that the person intends to rely upon the right of indemnification described in this Article. The notice shall be in writing and mailed via registered or certified mail, return receipt requested, to the APC chair at the principal office of the school or, in the event the notice is from the chair, to the APC secretary. Notice need not be given when the APC is notified by being named a party to the action.

SECTION 6. Insurance.

The APC members, at their discretion, may purchase insurance coverage for the risks described in this Article. To the extent that such an insurance policy (or policies) provides coverage where this Article does not, a director seeking indemnity shall have the benefit of that coverage, and the rules set out in this Article shall apply to any deductible or co-insurance requirement, or to any claims in excess of policy limits.

SECTION 7. Former APC Members, etc.

The indemnification provisions of this Article shall be extended to a person who has ceased to be an APC member as described above and shall inure to the benefit of the heirs, personal representatives, executors and administrators of such person.

SECTION 8. Purpose and Exclusivity.

The defense and indemnification referred to in the various sections of this Article shall be deemed to be in addition to and not in lieu of any other rights to which those defended and indemnified may be entitled under any statute, rule of law or equity, agreement, vote of the APC members, or otherwise. The purpose of this Article is to augment, pursuant to AS 10.06.490(f), the provisions of AS 10.20.011(14), and the other provisions of AS 10.06.490.

SECTION 9. Limitation of Liability.

No APC member of this organization shall have any personal liability to the school for monetary damages for the breach of fiduciary duty as a director except as provided in AS 10.20.151(d) and (e).

ARTICLE X

Amendments to Bylaws

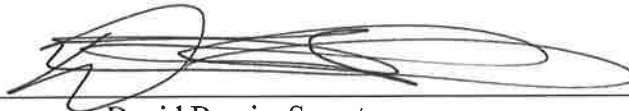
SECTION 1. Amendments.

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by a two-thirds vote of the APC board at any regular meeting, provided that the proposed change in the bylaws has been submitted in writing to all of the members of the APC and posted publicly in the school's office and on the school's website at least two (2) days prior to the meeting at which the proposed change will come up for a vote. Proposed changes must be read publicly at two successive regular APC meetings. Proposed changes to the bylaws may be submitted by any member of the APC, by parents with students currently enrolled in the school, or by the principal or teachers, each then under contract with the school, for consideration by the APC.

SECTION 2. Bylaw Reviews

Every three years, the APC shall appoint an ad hoc committee to conduct a complete review of the bylaws. This committee shall ideally be chaired by the immediate past chair of the APC, one voting member of the APC, one staff member, and at least two parent/guardian or community at large members. If the immediate past chair is unavailable, the current APC chair shall lead this committee. Bylaw reviews shall occur between October and January every third year, with all recommended changes due to the APC by the end of that January for public notice. The APC shall vote to approve all, some, or none of the proposed changes at the annual meeting.

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned secretary of the Academic Policy Committee of Rilke Schule German School of Arts and Sciences does hereby certify that the above and foregoing bylaws were duly adopted by the Rilke Schule APC on the tenth day of February, 2014.



David Bowie, Secretary

Rilke Schule
Academic Policy Committee
Wednesday, 3 September 2014
Special meeting minutes and record



Board members present: Dean Ball (principal), David Bowie, Dave Hemstreet, James Kirkland, Givey Kochanowski (chair), Kjerstin Lastufka, Jessica Martin, Kristina Murray (guest), Jo Sanders, Randy Sulte (guest), Kjersti von Wichman. **Excused:** Natalie Hayes. **Otherwise absent:** None.

Members of the public present: Angela Asplund, Ulf Asplund, Jen Gastrock, Hilary Kjerland, Suzanne LaFrance, Clint Lentfer, Jeff Lentfer, James Newhouse, Ray Oakley, Susan Oakley, Elisa Snelling, Marisa Wang, Emily Waters, Roger Weese, Patrice Weinmeister.

- **Call to order:** Givey called the meeting to order 6:05 PM. Quorum established. Format of meeting described.
 - **Adoption of agenda:** Kjerstin moved to adopt the agenda, Jessica seconded. Agenda adopted by voice vote.
- **Work session:** A work session on the new building began immediately, involving discussion of the lease rate, communication and outreach, Building Task Force progress, funding models from RSI and Strategic Planning Committee, and affordability over time under differing assumptions. Work session ended 9:42 PM.
- **Public comment:** James Newhouse: Need to do in-depth analysis of all options regarding new building, how to get to desired end. Ulf Asplund: Current facility is unsafe, new facility would be safe.
- **Lease rate:** David moved that the APC commits to react to RSI's request regarding lease rates by increasing the 2014–2015 lease payment in line with the October student count, with the final rate to be determined at the first APC meeting following the release of the count by ASD; Kjerstin seconded. Passed by voice vote.
- **Communication and outreach:** David moved that the APC communication team be direct to, with the APC chair's signature, invite appropriate individuals to the remaining fall APC meetings so that the APC can provide a status update on the school's successes, and provide information relating to local implementation of education law; Kjersti seconded. Passed by voice vote.
 - **New building:** David said he had two motions on this. First motion: David moved that the APC affirm its commitment to building a new building to be moved into in fall 2015, including an affirmation of previous motions on the subject. Dave said task force's scope's position on lease payment needs to be discussed. Dave offered history of amounts. Givey read relevant sections of 12 May minutes. Dave said an analysis of what we can afford hasn't been conducted, original idea was that RSI would determine rate but that need has changed. Kjerstin asked where original number came from; Givey said it was based on expenditures at the time. Dave noted current number was made before income was known; Givey said it was based on conservative estimates. Jessica noted task force scope sets a maximum, not a fixed amount. Some discussion of what is included in limit. Givey moved to amend to add "with the clarification that the Building Task Force's negotiating limit includes the lease and insurance", Kjerstin seconded. Givey noted this is not a new issue. Givey called

for division; amendment passed 7 yes 1 no. Givey called for division on the main motion; main motion passed 7 yes 1 no. Second motion: David moved that the APC affirm that questions or comments regarding the new building process should be first directed to the Building Task Force, Kjerstin seconded. David said he's not sure it's the best solution, but it would give a single point of contact. Givey said he sees it as redundant, task force is already authorized to speak on what has been decided. Kjersti noted task force has no email address; David said that can be corrected easily; Givey said secretary should forward questions to APC about new building to task force members. Givey suggested task force and communication team put together FAQ page about new building; James concurred, noted need for APC to respond to questions about building in open session rather than email. Marisa Wang noted that Building Task Force is chartered by APC, so their communications should come out under the APC umbrella. David suggested tabling the motion to effectively kill it at the point of adjournment. David moved to table the motion, Kjerstin seconded. Motion tabled by voice vote.

- **Public comment:** Ray Oakley: Noted there has been a great deal of restraint and oversight with regard to the new building to this point, much work cutting costs. Jen Gastrock: We have a significant gap we'll need to cover, so we need to establish now what we're able to afford. Marisa Wang: Offered clarification of RSI's role in process, noted group was never tasked with running financial analyses. Elisa Snelling: Need to make sure questions sent to APC are answered, even if it's only to say that they will be discussed at a future time. Kristina Murray: Once we get the firm numbers, an open house-type event to answer questions would be useful.

- **Adjournment:** Meeting adjourned by declaration 10:28 PM.

Rilke Schule
Academic Policy Committee
Monday, 10 November 2014
Regular meeting minutes and record



Board members present: David Bowie, Natalie Hayes, James Kirkland, Givey Kochanowski (chair), Kjerstin Lastufka, Jessica Martin, Kristina Murray (guest), Mike Richardson, Jason Storter, Marisa Wang (guest), Kjersti von Wichman. **Excused:** Dean Ball (principal), Jo Sanders. **Otherwise absent:** None.

Members of the public present: Ulf Asplund, Rebecca Colvin, Sarah Freswick, Suzanne LaFrance, Clint Lentfer, Evelyn Newhouse, Petra Nickerson, Annie Nilsson, Levi S. Nilsson, Ray Oakley, Susan Oakley.

- **Call to order:** Givey called the meeting to order at 6:00 PM. Quorum established.
 - **Adoption of agenda:** Kjerstin moved to adopt the agenda, Kjersti seconded. Agenda adopted by voice vote.
- **Approval of minutes:** David moved to approve 27 October minutes, Jason seconded, approved by voice vote. David moved to approve 2 November minutes, Jason seconded, approved by voice vote.
- **Public comment:** Petra Nickerson: Has issue with proposed charter renewal language on class size, specifically target of 150 kindergarten and first grade students, seven kindergarten and first grade classes results in teaching teams having to teach multiple grade levels. Annie Nilsson: Would like to see class sizes capped at 24, has heard people mention 28, larger classes might work at higher grades but not lower ones; school charter doesn't have checks and balances built in, might be good to have those in new charter.
- **Chair report:** Givey: ASB invited APC to give update on new building project 29 October, update given 3 November, ASB to vote on it 17 November.
 - **Vice chair report:** Kjerstin: Letter sent to school community. Noted media coverage of Berlin Wall commemoration. Stories posted to Facebook over past week got over 7k views.
- **Treasurer report:** Jason: Distributed financial report, noted it's based on ASD's system and therefore confusing, working on setting it up in a way that's clearer. Negative balances are all temporary situations. Noted these documents are available from ASD's website. Some discussion of expenses related to upcoming middle school overnight field trip.
- **Secretary report:** David: Minutes missing from website turned out to be a deeper issue than originally thought, now collecting hard copies to scan in, post. Have received a couple polite inquiries as to whether motions passed at recent special meetings fell within scope of posted agendas. Opined that they do, but to be sure it's reasonable to take a vote to affirm them in a regular meeting. Therefore, David moved that the APC affirm the motions made and passed at the 27 October and 2 November meetings; Kjerstin seconded. Passed by voice vote.
- **Teacher report:** Natalie: Berlin Wall event went well, was enjoyed by all. Jessica: Vote on new teacher representative will probably occur Friday.
- **Performance Committee report:** James: Today, Glen Nielsen said he supports drafted principal evaluation language. David: Petra Nickerson made official complaint, went

through appeals process to complaint resolution subcommittee. Hearing held, summary of findings given. Policy says report must be approved by the full board to be final, so motion out of committee to accept report on the complaint. Noted this is final point of appeal within the school. Report approved by voice vote. Givey requested update on possible complaint policy changes from Performance Committee.

- **RSV report:** Kristina: Held meeting, new board members elected. Successful Sankt Martinstag clothing drive held. Barnes & Noble book fair successful, still going on online. Sankt Nikolaustag, Kindermarkt coming up. Review of trunk or treat. New supply of Sprachmeister flags made.
- **Lease rate:** RSI noted lease rate hasn't increased since move into current facility, original intent was to bank away increasing amounts, now requesting rate of \$72k. Jason asked if requested amount is in budget; Givey said yes. Kjersti moved to accept RSI's requested lease rate (\$72k) for this school year from this point, Kjerstin seconded. Passed by voice vote.
- **Strategic Planning chair:** Givey noted the vacancy in the chair of the Strategic Planning Committee, opened the floor to nominations. James nominated, no further nominations. With only one nominee, ballots were dispensed with, James elected by voice vote. Givey noted this created a vacancy in the chair of the Performance Committee, opened the floor to nominations. Mike nominated, no further nominations. With only one nominee, ballots were dispensed with, Mike elected by voice vote.
- **Election Committee:** Givey appointed Ann Weese to committee as non-APC member, David, Mike as APC members.
- **Public comment:** Ulf Asplund: Reported favorably on Berlin Wall panel last Tuesday; might not always agree with board decisions, but appreciative of work done, expressed hope for lack of confrontation going forward, working together to get best possible outcomes for children. Levi Nilsson: Sent email last week with specific requests for information; some parents have asked for summary document, would welcome input from APC. Petra Nickerson: Had expected further discussion of charter language, would like to know where that is in the process.
- **Executive session:** Givey moved that the board go into executive session to discuss negotiations, present new members with confidential information; Kjerstin seconded. Board went into executive session by voice vote 6:54 PM, reassembled in open session 8:52 PM.
- **Report of executive session:** David reported that in executive session the board gave orientation to new members, developed negotiating positions with regard to the next phase of the new building project.
 - **Adjournment:** Kjersti moved to adjourn, Kjerstin seconded. Meeting adjourned by voice vote 8:54 PM.

Rilke Schule
Academic Policy Committee
Monday, 8 December 2014
Regular meeting minutes and record



Board members present: Dean Ball (principal), Peter Birmanns, David Bowie, Natalie Hayes, James Kirkland, Givey Kochanowski (chair), Kjerstin Lastufka, Kristina Murray (guest), Mike Richardson, Jo Sanders, Jason Storter, Kjersti von Wichman. **Excused:** None.

Otherwise absent: None.

Members of the public present: Rebecca Colvin, Maiken Erickson, Justin Freswick, Dustin Jorgensen, Hilary Kjerland, Suzanne LaFrance, Tasha Lucas, Olivia Mackin, Art Mathias, Evelyn Newhouse, Levi S. Nilsson, Beth Schlabaugh, Elisa Snelling, Craig Wolford.

- **Call to order:** Givey called the meeting to order at 6:00 PM. Quorum established.
 - **Adoption of agenda:** Kjerstin moved to adopt the agenda, Jason seconded. Agenda adopted by voice vote.
- **Approval of minutes:** David moved to approve 10 November minutes, Kjerstin seconded, approved by voice vote.
- **Introduction of members:** Peter introduced as new staff representative. All APC members introduced selves.
- **Public comment:** Art Mathias: Has heard rumors from parents, wants to reassure board Wellspring likes having Rilke Schule in building; has concerns about comments from APC that building doesn't meet code, noted building does, wants misunderstanding fixed. Maiken Erickson: Expressed support for APC, RSV, RSI, hopes everyone can come together to make good decisions for school, would like summaries of possible charter changes sent out to allow parents to react. Beth Schlabaugh: Was on APC that went through last charter revision, worries about writing RSV and RSI into charter, charter should have only basic information, adding non-APC organizations muddies things; noted RSV plays important role in school without being written into charter. Suzanne LaFrance: Expressed displeasure with 14 November letter about hiatus in new building project; noted lack of transparency, open meetings for new building project; described displeasure about complaints to principal that were shared with APC; suggested APC members, APC communication team are harming reputations of parents who criticize APC decisions. Levi Nilsson: 4 questions for APC, what is APC doing to mitigate safety, health concerns about current building?—what is happening with regard to building for next year?—why does APC vilify critical parents?—what has APC done about hiring lawyer, accountant, realtor? Elisa Snelling: Would like to know when budget transfers for staff will happen, current status of new building project.
 - **Chair report:** Givey: Acknowledge Art Mathias's concern, read proposed letter on safety of current building to go to Rilke Schule community. David moved to send letter as written, Kjersti seconded. Kjerstin said update on new building project should go out, could incorporate this text. Kjerstin said ASB has next meeting 15 December, need to discussion having town hall on building that week if possible; some discussion about scheduling. Jason asked where miscommunication was; Givey said, at core, "standards" were mixed up with "codes". Jason said letter should be specific. James said getting information out should occur via as many means as possible, even if there is no town hall. Kristina said school

messenger update said one would be this month. David said town hall isn't part of motion under discussion, should be dealt with as separate issue. Jason said if Wellspring is happy with text, that's what needs to go out. Givey asked how it should go out; David suggested it should go out the same way as what it's correcting did. Motion passed by voice vote. Received letter from COO of ASD saying only ASD space available is at Mirror Lake Elementary and Chugiak High Schools. That location isn't workable for us. ASB has discussed revolving loan fund for charter schools, should get sense of APC on whether we support the idea. Description of the way the fund would work offered. Kjerstin moved that the APC offer a resolution that we support the proposed charter school revolving loan fund, Kjerstin seconded. Some discussion of nature of resolutions. Discussion of details of proposal, positions of other charter schools; Kjersti said discussion among charter schools is ongoing. Givey said proposal would allow method of funding other than bonding. Kristina read from ASB proposal, asked if it would actually help us. Natalie noted this is a motion about charter schools generally, not just us. Resolution passed by voice vote.

- **Vice chair report:** Kjerstin: Suggested sending communication to Rilke Schule community that ASD says only available space is in Chugiak, describes revolving loan proposal, mentions town hall if it's scheduled. Givey suggested full letter from ASD should be shared. Some discussion of scheduling town hall meeting, when and where it could be held. James suggested checking Abbott Loop's availability. Kjerstin moved the APC communications team draft, send a letter to the Rilke Schule community describing ASD space availability, revolving loan proposal, town hall if scheduled; David seconded. Motion passed by voice vote.
- **Secretary report:** David: Hard copies of several missing meeting minutes acquired, will be posting scans of them over the break.
- **Treasurer report:** Jason: Described ongoing process of making budget reports more readable, asked for input on useful categories. Dean said he and Jason are meeting to discuss budget transfers. Jason to meet with Elisa to address issues with transfers.
- **Principal report:** Dean: Building available 18 and 19 December, Student count at 440. Update on school-business partnerships given. Description of difficulties finding noon duties, but now back at minimum staffing. Description of changes with TSA we fund at Abbott Loop. Has arranged observations for guest teachers in Dimond High School. Kjerstin asked for update on ACTFL national conference; Rilke Schule sent Dean, Jo, and Fr Johnson, award presented to Rilke Schule, learned many useful things. Jo noted we are known for having a good language learning situation for our students, excellent outcomes.
- **Curriculum Director report:** Jo: PASCH grant came through. Dean said it was €14k, books ordered, will order computers. Students in process of being assessed, signed up for German exams.
- **Teacher report:** Peter and Natalie: Distributed report of class accomplishments, reviewed selected ones. AIMSweb evaluations ongoing. Hr Blackburn teaching 2nd-graders some Iñupiaq language. Jo said German government funded purchase of 2 video cameras to interview Germans in Alaska about immigrant experience. Flat Stanley received from German partner school. Effectiveness of Sprachmeister program noted. Jo said Finnish documentary film, book on German immersion programs that includes coverage of Rilke Schule to be available January. Some discussion of level of German of our students. Noted need to figure out way to heal divisions in school community.
- **Facilities Committee report:** Kjersti: Discussions with ASD and ASB continue. All-charter-school meeting held today, had focus on facilities.

- **Performance Committee report:** James: Current principal evaluation criteria distributed, needs to be updated soon. Glen Nielsen has approved principal evaluation policy. Givey said complaint resolution policy needs to be updated soon.
- **Elections Committee:** David: Elections Committee met. Motion from committee to approve timeline with nominations open immediately, nominations due 16 January 5:00 PM, candidate information forms due 23 January 5:00 PM, candidate forum to be held under auspices of Elections Committee evening of 26 January, voting during the day 9 February. Kjerstin asked for clarification of timelines; provided. Timeline approved by voice vote.
- **RSV report:** Kristina: Sankt Martinstag coat drive successful, other events described. Kindermarkt 15–18 December, teacher luncheon 19 December. Have consulted RSV’s lawyer on proposed charter changes.
- **Recess:** Givey declared a recess, no objections. Board went into recess 7:30 PM, reassembled 7:41 PM.
- **State authorization:** Givey said we haven’t been able to get a simple amendment to the charter due to ASD changes on leasing procedures, noted law gives charter schools option of pursuing state chartering. Givey moved that if there is a negative outcome at the 15 December ASB meeting, that the Rilke Schule APC is authorized to explore state chartering; Kjerstin seconded. Kjerstin asked how it would work; Givey said we need to have options open. David asked what a “negative outcome” would be; Givey said a vote against either charter school motion on the agenda. Jason said this shouldn’t be contingent, good idea to keep options open under all scenarios; Kjersti agreed. Kjerstin asked how we inquire about state chartering; Kjersti said we confer with Alaska Department of Education. Jason said process at state level is unclear. Givey moved to amend the motion to strike “if there is a negative...meeting, that”; Kjerstin seconded. Dean asked if we would still be an ASD school; Jason said yes. Amendment passed by voice vote. Main motion passed by voice vote.
- **Building Task Force:** Kjersti said we need to revisit Building Task Force, given changes in the new building project. Kjersti moved to postpone discussion to the next meeting, David seconded. Discussion postponed by voice vote.
- **RSV and RSI in charter:** Givey said RSI isn’t in charter, but RSV is. Givey said RSI has presented possible charter language, RSV has raised concerns about possible charter changes dealing with them. Kristina said current language works, makes it clear RSV is completely separate, proposed change would curtail ability of RSV to fundraise, RSV should be fully independent. Kristina noted the 3 boards were formed to fill different niches. Kristina said attorney at Foraker said charter language isn’t binding on a PTO, independence of RSV protects school. David said intent of proposed change was to allow all groups to fundraise, noted elimination of all language on RSV and on fundraising would work. Givey asked what RSV wants; Kristina said leaving language as is. Kristina noted all 3 boards can already fundraise. Kjerstin asked why entity separate from school would fundraise for school; David noted that’s normal situation for PTOs at most schools. Kjerstin asked why RSV language was put in originally. Givey said main thing is to add RSI. Some discussion of proposed change. David said intent was to streamline language, not change responsibilities. Givey moved postponing discussion to next meeting; Kjersti seconded. Givey said this would allow RSV, RSI to come up with agreed-on language on fundraising, position in strategic plan. Jason asked if this will hurt us on timing; David said current charter still valid; Givey said we need updated charter for leasing. Discussion postponed by voice vote.
- **Public comment:** Elisa Snelling: Clarification isn’t apology, apology may be due to Art Mathias; thanks to RSV for funding Lego League, our team qualified for state tournament;

need to check with parents whether middle school should be separated, ask about other options, conduct new survey; noted printed distribution of material is useful; fundraising doesn't need to be an APC task. Levi Nilsson: When budgets are distributed they should include explanations, disclaimers to guide understanding. Hilary Kjerland: Unsure who is responsible for giving money to teachers through crowdsourcing, wants to know where money should come from; wants to know if and where RSV minutes and budgets are posted. Suzanne LaFrance: Saw meeting in principal's office last week, wants to know what it was for; expressed agreement with Peter that community needs healing.

- **Executive session:** Kjersti moved that the board go into executive session to discuss negotiations,; Kjerstin seconded. Question from the floor on whether this is an acceptable reason for going into executive session; David said it is, since executive sessions are allowed for items, the immediate knowledge of which would have an adverse effect on the schools finances under AS 44.62.310(c)(1). Board went into executive session by voice vote 8:25 PM, reassembled in open session 9:21 PM.
- **Report of executive session:** David reported that in executive session the board developed negotiating positions under different scenarios with regard to the new building project.
 - **Adjournment:** Givney adjourned the meeting by declaration, no objections. Meeting adjourned 9:23 PM.

Rilke Schule
Academic Policy Committee
Monday, 9 February 2015
Annual meeting minutes and record



Board members present: Dean Ball (principal), Peter Birmanns, David Bowie, Natalie Hayes, James Kirkland, Givey Kochanowski (chair), Kjerstin Lastufka, Kristina Murray (guest), Ray Oakley (guest), Mike Richardson, Jo Sanders, Jason Storter, Kjersti von Wichman.
Excused: None. **Otherwise absent:** None. (David Bowie and Mike Richardson were counting ballots as members of the APC Elections Committee, and so arrived after ballot counting was completed.)

Members of the public present: Rebecca Colvin, Maiken Erickson, Morten Kjerland, Annie Nilsson, Ann Weese, James Wileman.

- **Call to order:** Givey called the meeting to order at 6:00 PM. Quorum established.
 - **Adoption of agenda:** Agenda adopted by voice vote.
- **Public comment:** Comment given by Maiken Erickson.
 - **Officer reports:** Officers present offered reports.
- **Principal report:** Dean: Need for more teacher assistant support described, including one to fulfill an IEP. Moved, seconded, and approved to hire a 5.5 hour/day teacher assistant at range 8, at a cost for the rest of the school year of \$5,289.31 including benefits. Moved, seconded, and approved to hire a special education teaching assistant at range 10, at a cost for the rest of the school year of \$5,627.04 including benefits. Noted that special education teaching assistant cost may be recoverable from ASD, Dean to follow up on that. Fr Sudkamp currently at .5 FTE, interested in increasing to 1.0 FTE next year to accommodate needs of students, estimated to cost ~\$35k. Discussion on moving Fr Sudkamp from .5 to 1.0 FTE postponed to the March meeting by voice vote. Size of school means a 1.0 FTE nurse is needed next year, change from .8 to 1.0 would cost ~\$10k, Fr Robinson has agreed to increase hours if approved. Moved, seconded, and approved to increase nurse from .8 to 1.0 FTE next year. Described middle school field trip balance, already presented to APC but no vote taken at that time. \$2k needed to complete plans for middle school field trip (plus \$35 from each student). Moved, seconded, and approved to allocate \$2k for middle school field trip from the 5 fund. News given about school-business partnerships, ASD-wide test of AMP system, 100th day. Deadline for climate & connectedness survey coming up. Student count currently 436, returning family survey to be sent out soon.
- **Teacher report:** Peter and Natalie: Reported on teacher, student accomplishments. Mention of safety issues with ice on sidewalk, issues it presents for teachers. Some discussion of responsibility.
- **Recess:** Recess by declaration, began 7:09 PM, reassembled 7:14 PM.
- **Strategic Planning Committee report:** James: Invitations for guests to sit on APC board expiring. Moved to extend invitations for student government representative, RSI representative, RSV treasurer to sit as guests on APC board for one year; Peter seconded. Givey said this allows continuity before current invitations expire. James said inviting RSV treasurer will allow clearer discussions of finances. David expressed concern about

specifying an individual member of RSV board. Jason asked why RSI treasurer isn't specified. Kristina noted this would mean RSV president couldn't be guest. Givey said main point of connection between APC and RSV is financial. David said motion as stated means if RSV treasurer can't attend, RSV has no voice on APC. Kjerstin said she sees benefit to having RSV president present. Givey moved to amend to have RSV representative be one of president, vice president, or treasurer; Jason seconded. Jason expressed support for amendment. Amendment passed by voice vote. Main motion passed by voice vote.

- **Facilities Committee:** Kjersti: Lease has been signed, everything moving forward. Building Task Force working on plans for moving teachers. Capital campaign, outdoor, visual design groups meeting. Givey noted actions can't be taken without a noticed meeting. Kristina said playground plans are moving forward, possibly including swings.
- **RSV report:** Kristina: Fasching successful. Information about fundraising via affiliate programs going out. Donation of glass displays received. Rummage sale 25 April.
- **RSI report:** Ray: Working on closing out lease, liabilities manageable. Working with ASD on getting portables moved. Givey said RSI is moving ahead on setting up nonprofit for ultimate building purchase.
- **Long-term facility plans:** Givey: Moved the following: whereas, Rilke Schule has a bright and strong future; whereas, proactive, integrated planning is essential for end strength student population management; whereas, the Rilke Community has achieved community support and designed a permanent facility solution in a single campus, K-8 program; whereas, an Academic Policy Committee cannot own a facility; and whereas, current state statute only allows a maximum of ten year period for a charter school contract; be it Resolved, that the Rilke Schule APC and leadership team incorporate in all its planning, governance, and operations a long range strategy to remain in the 64th Avenue facility for the duration of the 20-year lease or Rilke non-profit purchase of that facility before or at the 20-year term; and be it further resolved, that the Rilke Schule APC annually review student enrollment in time for spring the Anchorage School District charter lottery in a manner that ensures 150 students in the kindergarten and first grades and a targeted end strength student population of 500 students, with the 10% flexibility allowed by the Anchorage School Board. Jason seconded. Jason explained motion commits us to a long-term plan, publicly declares we have no intention of moving to another building. Givey noted this pulls together three items APC has already given positions on. Motion passed by voice vote.
- **Board training:** Givey: Moved that the APC approve up to \$2k for biannual governing board training through the Alaska Association of School Boards, to occur by the end of March, with treasurers of both the RSI and RSV and the teacher in charge to be invited, along with other community members at the discretion of the APC chair and vice chair; Jason seconded. Givey gave clarification on who would be attending. Passed by voice vote.
- **Alaska Charter School Conference:** Jason: Moved that the APC approve up to \$3k to partially fund attendance at the Alaska Charter School Conference on 22-23 February, covering transportation, registration, and lodging costs for one parent-elected APC member, one Rilke Schule certificated employee, and the principal or teacher in charge; Kjersti seconded. Jason said this will include interacting with legislators during legislative session. Some discussion of who should attend. Passed by voice vote.
- **Exterior sidewalks:** Givey: Moved that the APC request that the RSI initiate corrective action regarding the deteriorating surface hazards on the sidewalks and parking lot at the current (Sentry Drive) location and to determine liability and areas of responsibility between the landlord and RSI, with a report at the March monthly meeting and electronic updates to

the board as they develop prior to that date; David seconded. Jason said sidewalks are very slippery, needs quick resolution. Dean said it's hard to find someone available early enough to sand or salt before people arrive, needs clarification of Wellspring vs. Rilke responsibilities. Jason noted need to be careful about how things are communicated. Givey noted building owner has said the building meets all safety standards, so it should do so. Kjersti said this motion requests clarification, but in the meantime the situation needs to be taken care of. Dean said he cleared off the ice today with a teacher. Motion passed by voice vote.

- **Election results:** David: Described election process, thanked candidates and volunteers. Read results: Givey Kochanowski and Kjersti von Wichman re-elected, David Bowie and James Kirkland cycling off the board to be replaced by Morten Kjerland and James Wileman. Congratulations offered to the winners, Morten and James asked to take their places at the table.
- **Public comment:** Rebecca Colvin: Remarked on good manners of our students.
- **Executive session:** Givey moved to go into executive session to brief new members on confidential information, Mike seconded. Board went into executive session by voice vote 8:04 PM, reassembled in open session 8:25 PM.
- **Report of executive session:** David reported that in executive session the previous board shared confidential information with the new members.
 - **Adjournment:** Givey adjourned the meeting by declaration, no objections. Meeting adjourned 8:26 PM.

Rilke Schule
Academic Policy Committee
Monday, 16 December 2013, 6:00 PM
Special session and regular meeting minutes and record



Board members present: Ulf Asplund, Dean Ball (ex officio), David Bowie, Evan Cotten (guest), Laura de Mander (guest), James Kirkland, Givey Kochanowski, Jessica Martin, Shawna Popovici, Elisa Snelling (chair), Branden Strauch, Kjersti von Wichman, Randi von Wichman (guest). **Excused:** Jo Sanders. **Otherwise absent:** None.

Members of the public present: Dave Hemstreet, Clint Lentfer, David Nickerson, Joe Weinberger, Linné Weinberger.

- **Call to order:** Elisa called the meeting to order 6:03 PM. Quorum established. Welcome of Randi von Wichman as student representative.
- **Adoption of agenda:** David moved to adopt agenda, Shawna seconded. Agenda adopted by voice vote.
- **Approval of minutes:** David moved to approve 2 December 2013 minutes, Shawna seconded. Minutes approved by voice vote.
- **Public comment:** Joe Weinberger: Would be good to have CCTV surveillance system, could put it in at cost, would be movable, could cover parking, dropbox, playground, with infrared capable system completely set up for as little as \$500 plus cost of cable with existing monitor; noted that there is an existing CCTV system setup that could possibly be used in part to reduce costs.
- **Vice chair report:** Givey: Draft report from session with Alaska Association of School Boards should be coming by end of year. AASB willing to hold training in spring to involve APC, RSI, and RSV.
- **Secretary report:** David: Noted that APC has adopted a policy that interim reports of meetings go out soon after end of meeting, but no infrastructure exists to allow this to happen, so that needs to be set up.
- **Treasurer report:** Shawna: No new expenditures to review, probably none coming in before end of year. Issued call for new members for Budget & Finance Subcommittee.
- **Principal report:** Herr Ball: Retention survey to be done earlier than before because it affects our plans for what to do about classroom space shortage. School lunch position still in process, data being loaded on computer now, hopefully fully in place for January. Currently projected for 460 students next year, would put us over building capacity, some teachers willing to work off-site next year. Have added more school-business partnerships. Frau Ferris running Performing Arts Club next quarter, considering presenting anti-bullying performance. Followups with students identified as at risk through AIMSweb in process. Would like to send teacher to Response to Instruction conference, will approach APC with budget request once numbers come in. James asked whether conference provides credits; it appears not to. James expressed appreciation for Herr Ball's presentation at school-business partnership luncheon. Herr Ball pursuing partnership with Siemens; James said FAA is another possibility; Randi suggested REI.

Elisa asked why projection is 460, not higher; 460 is a conservative estimate. Elisa asked when teachers need to register for RTI conference; soon, possibly before next meeting; Branden suggested approving funds up to an amount; Elisa noted that if total is under \$2k APC treasurer can approve. Problem with approved budget, two teachers were missing, correction pushes expenses higher than allocated. Nurse hasn't given answer on moving to 1.0, special education teacher would like to move to .5. Elisa asked when ASD wants final budget; late December. Some discussion of distribution of funds, transfers from ASD. James asked if current budget reflects fee increase for interns; Shawna said yes. Elisa asked for comments on school report card. Elisa noted we got 5 stars from state but not highest rating from ASD, also noted male-female disparity in science. David noted bimodality of girls' science scores; Elisa said this year's results are anomalous compared to previous years. Main positive is increase in 5th-grade math. Laura asked if change in science scores comes from increase in test difficulty; possibly, also there's a known disparity between what's in ASD science kits and what's on tests. Shawna asked if we have teachers working toward higher degrees, if we're supporting that; it's all self-initiated, no support from ASD. General discussion of testing goals, teacher continuing education. James noted suppressed data makes it difficult to assess trends. James noted need to increase parent, student survey response rates. Givey noted trend in math seems to be general decline but lack of data makes it hard to tell; can be requested from ASD, brought to next APC meeting. Noon duty training instituted. Curriculum narratives should be put out in publicly-accessible way, such as on website.

- **Teacher report:** Jessica said giving tree for teachers set up, has had positive parent response, has resulted in teachers exchanging items they've learned are needed by other teachers. Herr Ball noted P-card can only be used for instructional items now. Branden said geography bee was held, was successful. David asked how APC members can best present questions, information to teachers as a group; Herr Ball said to ask for time at staff meetings, held Fridays at 7:00 AM.
- **Recess:** Givey moved a 15-minute recess, David seconded. Passed by voice vote. Recess began 7:04 PM, reassembled 7:19 PM.
- **Ad Hoc Facilities Steering Committee:** Dave Hemstreet and Clint Lentfer: Need data, especially financial, to plan for new building; deadline for numbers to Criterion in about 1 month. Questioned why we're growing the school when we can't fit into space available. Dollar amount in the letter of intent is about 32,500 square feet, unclear how many students that can support, but it's not the number appearing in current projections; might be possible if we go to 3 kindergartens or cut middle school and top out at about 450 students. David noted we're guaranteed to grow for a couple more years due to past 4-kindergarten admission years. Givey asked how many classrooms that size is; 20-22 plus relocatables. Elisa asked when 1-month deadline was announced; came from Criterion. Elisa noted need to have timelines out in the open; Kjersti said deadline is 15 February. Ulf said committee can call meeting to get public input. Budget has been requested for 3 months. Ulf said problem is that income projections are inherently unreliable. Kjersti said committee is simply asking for guidance. Projections of students we've had up to now don't work, committee needs guidance from APC including plans for managing enrollment. Elisa said previous projections were based on 4-kindergarten model to give an idea of possibilities; has been plugged into spreadsheet, sweet spot appears to be

440–460 students. Need to plan all the way through 15 years. Givey said letter of intent amount is based on conservative projections. Ulf said a lot of the requested knowledge is already out there. We need to find out what Criterion's expectation of our finances is; Givey noted school's finances are currently being audited. Fundraising ability won't factor into building contract. Givey suggested dropping grades 7–8, given attrition in higher grades; Kjersti said there's a lot of investment in the school from middle school parents; Laura noted dropping middle school drops 2 years of German. Givey suggested putting question of dropping middle school vs. shrinking kindergarten numbers to public vote; Laura noted that's inherently biased, given more primary than middle school parents. Herr Ball said even 3 kindergartens results in need for more space than we have. Branden said 4 kindergartens keeps large enough class sizes in upper grades to maintain financial viability. Evan concurred with Givey that we can't fully support middle school. Elisa said 4 kindergartens give ca. 460 K–6 students; Ulf said that's only with a 10% attrition rate, 6% attrition gives ca. 500, suggested 3 kindergartens and cutting to K–6; noted that this could result in instability down the line as enrollments fluctuate. Noted cutting kindergartens from 22 to 20 students could help with enrollment management. David asked about using multi-age classrooms to maximize use of classroom space; Herr Ball said it's not being done this year. Givey said we need to look at enrollment management, APC members should be ready to play devil's advocate against their own preferences. Givey said we know what we can afford, it's on record. Evan noted attrition rate is higher for middle school. Shawna said we need to get input on this before break; Givey said it should be put out as limited set of choices, not open-ended; Evan said it should include financial context. Numbers can work in multiple ways, not just cutting middle school, important thing is to manage enrollment. Asked for formal budget projections for 2015–2016 from treasurer within next week or two; Shawna noted there are a lot of variables involved. Ulf said \$70k figure comes from 550 students, which is a problem; Elisa said it actually comes from current enrollment; Givey said it's from 423 students.. Evan said we should consider moving middle school to another location rather than cutting it completely; Herr Ball said ASD wants 30 students per grade to do that; Shawna noted that leaves a gap. Givey said we need listening sessions. Noted base rent is \$2.15/square foot, no matter the size. General discussion of scheduling.

- **Performance Committee:** James: Committee discussed principal evaluation proposal, will have comments to APC by 27 January meeting, possibly earlier. Will discuss complaints policy in future meeting.
- **Strategic Planning Committee:** Ulf: 2 SWOT meetings, 20 people came including just 1 teacher.
- **RSV:** Evan: RSV approved snacks for Fun Friday. Sankt Nikolaustag went well. Kindermarkt going on now. Holiday lunch for teachers this Friday.
- **Discussion of policy proposals:** David moved to postpone consideration of policies on principal evaluation, complaints, and budget to the next meeting; Ulf seconded. Consideration postponed by voice vote. *Elections:* James suggested adding deadline to Elections Committee reporting. Givey moved to approve policy on elections, David seconded. James moved to change section 2.0 to add “no later than two APC meetings after the election”, Givey seconded. Motion amended by voice vote. Main motion passed by voice vote. Elisa noted David is chairing Elections Committee, Givey and Ann Weese also

serving on it, to present timeline in January. *Parent/guardian notification*: David, Jessica noted some vagueness remains; Elisa said this provides leeway for judgment. Herr Ball noted issue with 15-minute deadline; Elisa says she sees that as following gathering of information, stabilization of situation. Shawna moved to amend orders of the day to set adjournment at 8:50 PM, Kjersti seconded. Orders of the day amended by voice vote. Shawna moved to approve policy on parent/guardian notification, Kjersti seconded. David noted problems remain with 15-minute limit, and definition of a serious event. Evan suggested separating nurse-related, discipline-related events. Some discussion of wording. Givey moved to change 2.b to read “promptly, but no later than the end of the school day”; David seconded. Ulf asked about students with chronic conditions that require intervention, but don’t really require notifications; Laura noted email notification satisfies to wording of the policy. David asked when end of school day is when there are after-school activities; Givey said after-school activities are part of school; Laura noted teachers are in charge of many clubs; general consensus that this policy covers such activities. Herr Ball noted students can be disciplined for misbehavior at, e.g., evening and weekend activities. Amendment passed by voice vote. Main motion passed by voice vote. *Staffing ratios*: David moved to approve policy on staffing ratios, Shawna seconded. Herr Ball expressed support. Laura asked about contents of roster; clarification from multiple people. Motion passed by voice vote. *Policies*: David moved to approve policy on policies, Ulf seconded. Some discussion of policy numbering, general agreement that that can be fixed later. Motion passed by voice vote.

- **Bylaws**: Elisa moved to postpone discussion of the bylaws to the next meeting, Ulf seconded. Passed by voice vote.
- **Scope and jurisdiction of Ad Hoc Facilities Steering Committee**: Givey: Need to identify budgeting authority, suggested having committee present quarterly budget. Noted support functions can break down into 5 items. General discussion of role of committee. Givey moved to amend proposed scope such that the administrative responsibilities, timeline were clarified (see attachment); Ulf seconded. Shawna moved to amend orders of the day to set adjournment at 9:00 PM, Kjersti seconded. Orders of the day amended by voice vote. Amendment passed by voice vote. Givey moved to approve scope and charter of committee, David seconded. Motion passed by voice vote.
- **Fundraising materials**: Givey moved that the APC appropriate up to \$500 from the 5 fund for professional photos for fundraising purposes, Kjersti seconded. David asked if the release covers this; Herr Ball said yes, as long as students aren’t identified. Shawna asked if a photographer has already been identified; yes. David called for division. Motion passed 7 yes 1 no.
- **Times of meetings**: Elisa said there are no conflicts January and February, but March through May scheduled times conflict with School Board meetings, can take those up later.
- **Public comment**: Dave Hemstreet: Need to have clear decision about when firm budget numbers come out, who’s responsible for them.
- **Adjournment**: James moved to adjourn, Ulf seconded. Meeting adjourned by declaration 8:58 PM.

**Attachment to 16 December 2014 minutes:
Building Task Force scope, as amended**

Purpose

This document serves the charter and timeline for the APC-created ad hoc committee (referred to as the Building Task Force, BTF) that was created in November 2013 for the purpose of overseeing construction of a new building for Rilke Schule.

Jurisdiction

The scope of the BTF entails all actions involved in planning, funding, constructing, and transitioning to a new facility. The BTF shall deliver a facility that meets all applicable building standards by Summer 2015 with a monthly lease payment (lease & insurance) at or below \$70,000 per month, unless otherwise approved by the APC.

Authority

As the APC has signed the letter of intent with the General Contractor, the APC delegates the overall authority for this project to the BTF. The APC reserves approval authority for funding requests for BTF actions that are funded by APC-managed accounts. The BTF will request develop, submit and justify quarterly budgets for expenditures of APC-managed funds. The BTF voting members have full autonomy and decision making authority for all functions and actions within its jurisdiction. The BTF's decisions are final and do not require APC, RSI, or RSV approval votes. The APC has authorized the BTF to spend up to \$5,000 to retain a commercial real estate attorney for the purpose of supporting this project. BTF members, as members of an APC-established ad hoc committee, are indemnified in accordance with the Rilke Schule APC Bylaws.

Membership

The BTF shall consist of five voting members that will serve for the duration of the construction project plus six months after move in date. For purposes of establishing a quorum, four of the five BTF voting members (or their alternates) must be present. The five voting members were selected by the leadership of the school's major stakeholder groups.

Voting Members

Kjersti von Wichman - APC Representative
Dean Ball - Principal
Marissa Wang - RSI Representative
Beth Schlabaugh - RSV Representative
Susan Oakley - Staff Representative

Nonvoting, Ex Officio Members

Principal, APC Chair, RSI Chair, and RSV Chair, reflective of elections

Each stakeholder group shall designate an alternate member to fill in for the primary voting members listed above to ensure a full quorum of voting members are present for all BTF meetings. Alternate members have full voting rights when fill in for the primary member. The Principal, APC, RSI, and RSV chairs are nonvoting ex officio members of the BTF.

The BTF shall include or appoint, at a minimum, the following standing, support functions that will serve in non-voting capacities.

1. Retained legal counsel for the purpose of crafting and reviewing pertinent documents
2. APC Subcommittee Chair for Development (Suzanne LaFrance) for the purpose of integrating the capital development fund raising campaign and to ensure APC/BTF and RSV fundraising efforts and donor requests are coordinated.
3. RSV Fundraising Lead for the purpose of coordinating RSV internal fund raising efforts for the building project, e.g. annual auction, Pick-Click-Give, and to ensure RSV and APC/BTF and fundraising efforts and donor requests are coordinated.
4. Communication Team Liaison for the purpose of integrating BTF progress with the overall Rilke Schule communication strategy and integrated approach, to serve as the public awareness lead for the project and maintain BTF content on the Rilke Schule website
5. Budget Manager for the purpose of maintaining accurate and current financial oversight of the project
6. Project Manager for the purpose of overseeing Rilke's interest during the construction phase of the project
7. Secretary/Records Manager for the purpose of maintaining meeting minutes, records of decisions, membership contact information, and other pertinent documents generated throughout the life of the BTF

There is no limit to the advisory and support members on the BTF. As need for expertise arise, the BTF may solicit volunteers to serve in supporting capacities. Any cost-incurring advisory functions that would use APC funds, shall be requested with justification by the APC Representative to the full APC for a vote.

Minimum Expectations

All voting and nonvoting BTF members shall:

1. Sign/comply with the Rilke Schule Code of Conduct and not obligate Rilke Schule financially or otherwise without proper authority
2. Follow the Alaska Open Meetings Act, with a minimum of 24-hours notice for all BTF meetings. The BTF shall conduct at least one meeting per month during the school year to maximize public engagement from January 2014 through construction completion. As some decisions will be very short notice in this project, the BTF may call special meetings

- between regularly scheduled meetings as needed.
3. Maintain timely and accurate financial records, meeting minutes, records of decision, and other pertinent documents to include thank you notes and acknowledgement for donors.
 4. Provide written monthly status reports to the APC, RSI, RSV, and Rilke Schule staff. These reports shall be published on the school's website.
 5. Use the Rilke Schule established BTF email distribution list for all electronic communications and/or document sharing (FOIA and ex officio members).

Timeline of Deliverables

The following deliverables are known at the inception of this project. Additional milestones and deliverables may be added at the APC's discretion throughout the life of this ad hoc committee as necessary. The APC shall ensure that any other requirements are significant enough to warrant inclusion and shall be provided to the BTF with as much notice as possible. The APC's intent in creating the BTF is not to micromanage this project.

December 2013

1. Solicit qualified people and fill the standing non voting positions
2. Designate the five alternates for the five voting members
3. Establish a public contact list of all BTF members, voting and nonvoting
4. Host a project overview open house prior to the holiday break to update parents/guardians on the scope of the BTF, status of the project to date, location of new facility, and to solicit volunteers to support BTF functions.

January 2014

1. Launch Capital Development Fund Raising Campaign
2. Begin monthly BTF regular meetings (recurring)
3. Begin providing written monthly updates to all stakeholders (recurring)
4. Conduct Winterberry post-construction walk through to glean lessons learned

February 2014

1. Finalize building square footage and general layout with General Contractor

April 2014

1. Provide RSV project highlights for annual auction

September 2014

1. Launch Sustainment Capital Development Campaign

March 2015

1. Begin facility transition and move planning

June 2015

1. Current Sentry Drive lease expires
2. Construction Complete on new facility
3. Move into new facility

Post Move in plus Six Months

1. Address any construction warranty matters
2. Write final project report along with lessons learned for future use by Rilke or other Alaska charter schools
3. Share final report with Rilke stakeholders, ASD charter schools, and other interested entities

Anchorage School District

2013-14 School Report Card for Rilke Schule German School of Arts & Science

2511 Sentry Dr., Suite# 100, Anchorage, AK 99507-4469
Phone: 907-742-7455 Fax: 907-742-7456 www.asdk12.org



Principal
Dean Ball

Rilke Schule German School of Arts and Sciences utilizes a half-day English, half-day German immersion model to:

Promote language, arts, and sciences

Encourage cultural and international awareness & citizenship

Build positive relationships amongst peers

Through our collaborative efforts among our school, our parents, and our community, Rilke Schule creates an environment which fosters natural curiosity and life-long learning.

Our school helps students succeed through quality staff, parent involvement and community partnerships.

Parent Involvement

Parents play a crucial role in making sure their children do well in school. Principals share school achievement data with parents and actively seek parents' suggestions, comments and participation in developing plans for continuous school improvement. Contact your school's principal for information on how parents can become involved in these and other school activities.

School Business Partners

- Alaska Center for Ear, Nose, Throat (ACENT)
- American Institute of Graphic Arts
- Big Brothers Big Sisters Pick Up Service
- Menchie's Frozen Yogurt
- Northern Smiles Orthodontics
- Shirts Up
- Wellspring Church

School Report Card	2013-14
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School:	Rilke Schule Charter School	District:	Anchorage
Gradespan:	K – 8	School Enrollment:	425
ASPI Score:	95.06	Star Rating:	5 stars
Title I School?	No	Title I Program:	N/A
Accreditation:	N/A		

A Title I school receives federal money to support low-achieving students. A Schoolwide Title I Program uses the money to improve the education for all students. A Targeted Assistance Title I Program uses the money to provide help for students who need it most.

This School Report Card presents information about the school's performance for the 2013-2014 school year according to the new state accountability system as approved in Alaska's ESEA Flexibility Waiver and state regulations. The new accountability system is based on two prongs: the Alaska School Performance Index (ASPI) for schools and progress on the Annual Measurable Objective (AMO) targets for schools, districts, and the state. This system replaces the former Adequate Yearly Progress (AYP) system under No Child Left Behind.

Under ASPI, each school receives a score on a 100-point scale and a star rating from 5-stars (highest) to 1-star. The ASPI score and star rating give an overall picture of how well the school is doing to prepare the students to be college-, career- and culturally ready graduates.

The AMO targets have been revised with the goal that each school will reduce the percent of students not proficient on the reading, writing, and math tests by half at the end of six years. Each school will receive a report every year showing the percentage of students that were proficient on each test and whether the school has met the targets for the year.

Copies of the 2014 School ASPI Report and the 2014 School AMO Progress Report are found at the end of this School Report Card.

More information about the new system and the ASPI and AMO targets and progress reports for schools can be found on the Department of Education & Early Development website at: education.alaska.gov.

- Click on the green star or the Accountability tab to find the ASPI and AMO reports.
- Click on the orange star or Support tab to find information about how schools are supported in writing and implementing school improvement plans.

The District Report Card and School Report Cards are available from the Anchorage School District website: <http://www.asdk12.org/ae/reports/schoolreportcard/>

Information on Qualifications of Teachers

Number of Teachers with Highest Degree			
Bachelors	Masters	Education Specialist	Doctorate
26	18	0	0

Additional information on teacher qualifications, including type of certification and college degree(s) is available from your school or district upon request. You may also request information on whether your child is provided service by paraprofessionals, and, if so, their qualifications.

Percentage of classes taught by Highly Qualified Teachers	100.00%
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The percentage of teachers in the school teaching with an Emergency Teacher Certificate is 0%.. Alaska does not issue emergency certificates to teachers.

School Information

Retention Rate (Grade K-8)	0.72%	Number of High School Graduates	N/A
Percentage Diploma HSGQE Waiver	N/A	Number of Diploma HSGQE Waiver	N/A
Dropout Rate (Grade 7-12)	0.00%	Number of Dropouts (Grade 7-12)	0
Enrollment Change	13.03%	Enrollment Change due to Transfers	9.68%
Student Survey Return Rate	90.16%	Parent Survey Return Rate	64.03%
Students Commenting	55	Parents Commenting	267
Average Volunteer Hours Per Week	194	Community Members Commenting	6
Persistently Dangerous School	No	School Business Partnerships	13

Rilke Schule

Standard Based Assessments
Percentage of Students in each Proficiency Level, Grades 3-10

Reading

	Percent Advanced			Percent Proficient			Percent Below			Percent Far Below			Total Tested	Percent Tested		
	School	District	State	School	District	State	School	District	State	School	District	State	School	School	District	State
All Students	52.0%	39.8%	37.1%	41.7%	43.1%	43.0%	95% or fewer	12.6%	13.9%	5% or fewer	4.5%	6.0%	175	99.4%	98.5%	98.0%
Female	60.2%	44.4%	41.3%	36.6%	41.9%	42.4%	5% or fewer	10.5%	11.6%	5% or fewer	3.2%	4.7%	93	98.9%	98.6%	98.0%
Male	42.7%	35.4%	33.1%	47.6%	44.3%	43.5%	95% or fewer	14.6%	16.1%	5% or fewer	5.7%	7.3%	82	100.0%	98.4%	98.0%
African American	*	24.0%	25.3%	*	48.5%	48.8%	*	19.5%	18.5%	*	8.0%	7.4%	1	100.0%	98.6%	98.0%
Alaska Native/American Indian	*	21.3%	15.9%	*	45.5%	42.4%	*	23.0%	27.2%	*	10.3%	14.4%	3	100.0%	96.8%	98.0%
Asian/Other Pacific Islander	40% or fewer	25.4%	29.2%	60% or more	49.2%	48.9%	40% or fewer	19.3%	16.6%	40% or fewer	6.1%	5.3%	6	100.0%	99.1%	99.0%
Caucasian	51.8%	54.4%	49.8%	42.6%	37.2%	40.2%	5% or fewer	6.3%	7.3%	5% or fewer	2.0%	2.6%	141	99.3%	98.6%	98.0%
Hispanic	40% or fewer	31.2%	33.3%	60% or more	48.4%	48.4%	40% or fewer	14.8%	13.5%	40% or fewer	5.7%	4.8%	6	100.0%	98.5%	98.0%
Multi-Ethnic	61.1%	36.4%	36.7%	22.2%	46.5%	47.2%	20% or fewer	12.8%	11.8%	20% or fewer	4.3%	4.3%	18	100.0%	98.3%	98.0%
Economically Disadvantaged	21.1%	24.2%	23.1%	63.2%	49.1%	46.4%	20% or fewer	19.1%	20.6%	20% or fewer	7.5%	9.9%	19	95.0%	98.3%	98.0%
Non Economically Disadvantaged	55.8%	53.8%	49.9%	39.1%	37.8%	39.8%	5% or fewer	6.7%	7.8%	5% or fewer	1.8%	2.5%	156	100.0%	98.7%	98.0%
Students with Disabilities	40% or fewer	10.7%	10.8%	60% or more	37.9%	37.4%	40% or fewer	32.9%	31.9%	40% or fewer	18.5%	19.9%	5	100.0%	97.3%	97.0%
Students without Disabilities	53.5%	44.8%	41.6%	41.2%	44.0%	43.9%	5% or fewer	9.1%	10.8%	5% or fewer	2.1%	3.7%	170	99.4%	98.7%	98.0%
LEP Students	30.0%	7.0%	4.3%	60.0%	42.5%	32.9%	20% or fewer	34.9%	39.1%	20% or fewer	15.6%	23.7%	10	100.0%	98.5%	98.0%
Not LEP Students	53.3%	43.8%	41.3%	40.6%	43.2%	44.2%	95% or fewer	9.9%	10.7%	5% or fewer	3.2%	3.8%	165	99.4%	98.5%	98.0%
Migrant Students	40% or fewer	27.1%	22.9%	60% or more	49.1%	46.0%	40% or fewer	17.2%	21.1%	40% or fewer	6.6%	10.0%	6	100.0%	98.5%	99.0%
Not Migrant Students	53.3%	40.8%	38.4%	40.8%	42.7%	42.7%	95% or fewer	12.2%	13.3%	5% or fewer	4.3%	5.7%	169	99.4%	98.5%	98.0%

*Data suppressed based on DEED reporting protocol

Rilke Schule

Standard Based Assessments
Percentage of Students in each Proficiency Level, Grades 3-10

Writing

	Percent Advanced			Percent Proficient			Percent Below			Percent Far Below			Total Tested	Percent Tested		
	School	District	State	School	District	State	School	District	State	School	District	State		School	District	State
All Students	44.3%	24.7%	21.2%	45.5%	54.4%	53.5%	95% or fewer	17.2%	20.1%	5% or fewer	3.7%	5.1%	176	100.0%	98.3%	98.0%
Female	52.1%	30.5%	26.6%	40.4%	54.5%	54.4%	95% or fewer	13.0%	16.0%	5% or fewer	2.0%	3.0%	94	100.0%	98.5%	98.0%
Male	35.4%	19.1%	16.2%	51.2%	54.3%	52.7%	95% or fewer	21.2%	24.0%	5% or fewer	5.4%	7.1%	82	100.0%	98.2%	98.0%
African American	*	14.3%	14.4%	*	52.7%	53.6%	*	26.4%	25.9%	*	6.5%	6.1%	1	100.0%	98.5%	98.0%
Alaska Native/American Indian	*	11.5%	7.7%	*	48.9%	43.3%	*	30.7%	36.5%	*	9.0%	12.5%	3	100.0%	96.7%	98.0%
Asian/Other Pacific Islander	50.0%	17.3%	18.4%	50.0%	55.3%	57.0%	40% or fewer	22.5%	20.4%	40% or fewer	4.9%	4.2%	6	100.0%	99.1%	99.0%
Caucasian	44.4%	33.5%	28.5%	46.5%	54.7%	56.6%	95% or fewer	10.2%	12.7%	5% or fewer	1.7%	2.2%	142	100.0%	98.3%	98.0%
Hispanic	40% or fewer	19.0%	19.5%	60% or more	56.3%	57.9%	40% or fewer	20.3%	18.8%	40% or fewer	4.3%	3.8%	6	100.0%	98.5%	98.0%
Multi-Ethnic	61.1%	23.1%	22.5%	20% or fewer	55.2%	55.9%	20% or fewer	17.8%	17.7%	20% or fewer	4.0%	3.8%	18	100.0%	98.4%	98.0%
Economically Disadvantaged	90% or fewer	15.5%	12.9%	55.0%	52.9%	50.1%	90% or fewer	25.5%	28.8%	10% or fewer	6.1%	8.3%	20	100.0%	98.1%	98.0%
Non Economically Disadvantaged	47.4%	32.9%	28.8%	44.2%	55.7%	56.7%	95% or fewer	9.7%	12.3%	5% or fewer	1.6%	2.3%	156	100.0%	98.5%	98.0%
Students with Disabilities	40% or fewer	6.3%	5.9%	60% or more	37.7%	36.2%	40% or fewer	41.0%	41.3%	40% or fewer	15.0%	16.5%	5	100.0%	96.6%	97.0%
Students without Disabilities	45.6%	27.8%	23.8%	45.0%	57.3%	56.5%	95% or fewer	13.1%	16.5%	5% or fewer	1.8%	3.2%	171	100.0%	98.6%	98.0%
LEP Students	20% or fewer	6.1%	3.4%	80% or more	40.9%	29.5%	20% or fewer	41.3%	47.9%	20% or fewer	11.8%	19.2%	10	100.0%	98.3%	98.0%
Not LEP Students	47.0%	26.9%	23.5%	43.4%	56.0%	56.6%	95% or fewer	14.3%	16.6%	5% or fewer	2.8%	3.3%	166	100.0%	98.3%	98.0%
Migrant Students	40% or fewer	16.8%	12.5%	60% or fewer	53.8%	50.1%	40% or fewer	23.7%	28.9%	40% or fewer	5.7%	8.4%	6	100.0%	98.1%	98.0%
Not Migrant Students	45.3%	25.3%	22.0%	45.3%	54.5%	53.8%	95% or fewer	16.7%	19.3%	5% or fewer	3.6%	4.8%	170	100.0%	98.4%	98.0%

*Data suppressed based on DEED reporting protocol

Rilke Schule

Standard Based Assessments
Percentage of Students in each Proficiency Level, Grades 3-10

Mathematics

	Percent Advanced			Percent Proficient			Percent Below			Percent Far Below			Total Tested	Percent Tested		
	School	District	State	School	District	State	School	District	State	School	District	State		School	District	State
All Students	49.4%	35.3%	32.7%	39.2%	35.9%	35.7%	5.7%	15.6%	16.1%	5.7%	13.1%	15.5%	176	100.0%	98.4%	98.0%
Female	50.0%	34.9%	32.7%	42.6%	37.9%	37.3%	95% or fewer	15.4%	15.7%	5% or fewer	11.9%	14.2%	94	100.0%	98.5%	98.0%
Male	48.8%	35.8%	32.6%	35.4%	34.1%	34.3%	6.1%	15.9%	16.5%	9.8%	14.3%	16.7%	82	100.0%	98.3%	98.0%
African American	*	16.7%	18.6%	*	34.6%	35.4%	*	21.8%	22.2%	*	26.8%	23.7%	1	100.0%	98.7%	98.0%
Alaska Native/American Indian	*	19.8%	15.7%	*	34.5%	31.9%	*	22.5%	22.0%	*	23.2%	30.4%	3	100.0%	96.8%	98.0%
Asian/Other Pacific Islander	60% or more	26.7%	29.4%	40% or fewer	38.0%	38.6%	40% or fewer	18.5%	17.3%	40% or fewer	16.8%	14.7%	6	100.0%	99.0%	99.0%
Caucasian	48.6%	47.8%	42.9%	39.4%	34.7%	36.2%	6.3%	10.8%	12.4%	5.6%	6.7%	8.5%	142	100.0%	98.3%	98.0%
Hispanic	40% or fewer	25.1%	27.1%	60% or more	38.5%	39.2%	40% or fewer	19.6%	18.2%	40% or fewer	16.8%	15.5%	6	100.0%	98.7%	98.0%
Multi-Ethnic	55.6%	32.6%	32.8%	33.3%	36.9%	37.8%	20% or fewer	17.1%	16.3%	20% or fewer	13.4%	13.1%	18	100.0%	98.4%	98.0%
Economically Disadvantaged	90% or fewer	21.6%	20.6%	50.0%	37.1%	35.6%	10% or fewer	21.0%	20.5%	90% or fewer	20.4%	23.3%	20	100.0%	98.2%	98.0%
Non Economically Disadvantaged	53.2%	47.7%	43.7%	37.8%	34.9%	35.9%	5.1%	10.8%	12.1%	3.8%	6.5%	8.3%	156	100.0%	98.5%	98.0%
Students with Disabilities	40% or fewer	10.4%	10.3%	60% or more	24.2%	25.4%	40% or fewer	23.9%	23.6%	40% or fewer	41.4%	40.7%	5	100.0%	97.0%	97.0%
Students without Disabilities	50.9%	39.6%	36.5%	38.6%	37.9%	37.5%	5.3%	14.2%	14.8%	5.3%	8.2%	11.2%	171	100.0%	98.6%	98.0%
LEP Students	40.0%	9.3%	6.1%	80% or fewer	29.5%	24.6%	80% or fewer	25.4%	24.4%	20% or fewer	35.8%	45.0%	10	100.0%	98.6%	98.0%
Not LEP Students	50.0%	38.5%	36.1%	39.8%	36.7%	37.2%	4.2%	14.4%	15.0%	6.0%	10.3%	11.7%	166	100.0%	98.4%	98.0%
Migrant Students	40% or fewer	25.1%	23.0%	40% or fewer	39.6%	36.9%	40% or fewer	18.4%	18.7%	40% or fewer	16.9%	21.4%	6	100.0%	98.0%	98.0%
Not Migrant Students	50.0%	36.1%	33.6%	39.4%	35.7%	35.6%	5.9%	15.4%	15.9%	4.7%	12.8%	14.9%	170	100.0%	98.4%	98.0%

*Data suppressed based on DEED reporting protocol

Rilke Schule

Standard Based Assessments
Percentage of Students in each Proficiency Level, Grades 4, 8, 10

Science

	Percent Advanced			Percent Proficient			Percent Below			Percent Far Below			Total Tested	Percent Tested		
	School	District	State	School	District	State	School	District	State	School	District	State	School	School	District	State
All Students	33.3%	25.7%	23.3%	95% or fewer	35.1%	34.2%	40.4%	24.3%	24.5%	5% or fewer	15.0%	18.0%	57	100.0%	96.4%	95.0%
Female	40.6%	23.5%	21.1%	90% or fewer	36.0%	35.3%	34.4%	26.1%	26.0%	10% or fewer	14.4%	17.7%	32	100.0%	96.7%	95.0%
Male	90% or fewer	27.8%	25.4%	90% or fewer	34.2%	33.2%	48.0%	22.5%	23.0%	10% or fewer	15.5%	18.4%	25	100.0%	96.1%	95.0%
African American	*	8.6%	9.5%	*	27.1%	28.8%	*	32.7%	33.7%	*	31.6%	28.0%	NA	N/A	98.0%	97.0%
Alaska Native/American Indian	*	13.7%	8.8%	*	30.8%	25.0%	*	29.6%	29.2%	*	25.8%	37.0%	NA	N/A	93.2%	95.0%
Asian/Other Pacific Islander	*	12.5%	14.6%	*	27.9%	30.3%	*	33.5%	31.5%	*	26.1%	23.7%	1	100.0%	97.3%	97.0%
Caucasian	34.0%	39.2%	33.6%	95% or fewer	38.9%	38.8%	38.0%	16.2%	19.4%	5% or fewer	5.7%	8.2%	50	100.0%	96.5%	94.0%
Hispanic	*	16.1%	18.0%	*	33.8%	35.6%	*	31.6%	29.0%	*	18.5%	17.4%	1	100.0%	96.7%	96.0%
Multi-Ethnic	40% or fewer	20.5%	21.7%	40% or fewer	38.6%	37.7%	40% or fewer	26.5%	26.5%	40% or fewer	14.4%	14.2%	5	100.0%	96.0%	96.0%
Economically Disadvantaged	*	11.4%	11.8%	*	31.1%	29.0%	*	32.8%	30.4%	*	24.7%	28.7%	4	100.0%	96.5%	95.0%
Non Economically Disadvantaged	35.8%	37.6%	33.3%	95% or fewer	38.4%	38.7%	37.7%	17.2%	19.3%	5% or fewer	6.8%	8.7%	53	100.0%	96.3%	95.0%
Students with Disabilities	*	6.4%	6.5%	*	18.7%	18.2%	*	31.7%	31.1%	*	43.2%	44.2%	2	N/A	94.9%	94.0%
Students without Disabilities	34.5%	28.8%	26.0%	95% or fewer	37.8%	36.8%	38.2%	23.1%	23.4%	5% or fewer	10.3%	13.8%	55	100.0%	96.6%	95.0%
LEP Students	*	1.5%	1.1%	*	11.0%	8.4%	*	36.6%	28.8%	*	51.0%	61.7%	4	100.0%	96.8%	96.0%
Not LEP Students	35.8%	28.4%	26.0%	95% or fewer	37.8%	37.3%	37.7%	22.9%	24.0%	5% or fewer	10.9%	12.8%	53	100.0%	96.3%	95.0%
Migrant Students	*	13.5%	12.5%	*	35.8%	29.9%	*	30.5%	30.2%	*	20.3%	27.4%	2	100.0%	96.7%	96.0%
Not Migrant Students	34.5%	26.6%	24.3%	95% or fewer	35.0%	34.6%	38.2%	23.8%	24.0%	5% or fewer	14.6%	17.2%	55	100.0%	96.4%	95.0%

*Data suppressed based on DEED reporting protocol

Standard Based Assessments
Two-year trend for students scoring proficient or above by grade level



*Data suppressed based on DEED reporting protocol

ASPI Rating: ****

ALASKA SCHOOL PERFORMANCE INDEX (ASPI): 2013-2014

Printed 9/3/2014

School Grade Span

School District Anchorage School District

School Rilke Schule Charter School

KG - 8

Participation Rate Grades 3-10	Number Tested 176	Number Enrolled 176	Participation Rate 100.00%	Met Participation Rate Yes	Points None, acts as a trigger to achievement denominator.
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K-8 Performance												
Academic Achievement	Reading			Writing			Math			Points	Weighting	ASPI Points
	Cnt Proficient	Cnt Tested *	Pct Proficient	Cnt Proficient	Cnt Tested *	Pct Proficient	Cnt Proficient	Cnt Tested *	Pct Proficient			
	164	175	93.71%	158	176	89.77%	156	176	88.64%	90.70	0.35	31.75
School Progress (Subgroup must have >5 students to be considered)	Growth All		Growth-AK Nat	Growth-Econ Dis		Growth-w/Disabs	Growth-LEP			98.90	0.4	39.56
Attendance Rate	100.00		N/A	89.04		N/A	N/A			95.00	0.25	23.75
										Total K-8 Points	1.00	95.06

9-12 Performance												
Academic Achievement	Reading			Writing			Math			Points	Weighting	ASPI Points
	Cnt Proficient	Cnt Tested *	Pct Proficient	Cnt Proficient	Cnt Tested *	Pct Proficient	Cnt Proficient	Cnt Tested *	Pct Proficient			
	N/A	0	N/A	N/A	0	N/A	N/A	0	N/A	N/A	0	0.00
School Progress (Subgroup must have >5 students to be considered)	Growth All		Growth-AK Nat	Growth-Econ Dis		Growth-w/Disabs	Growth-LEP			N/A	0	0.00
Attendance Rate	N/A									N/A	0	0.00
Graduation Rate	4 Year		Cohorts - 4 Yr	5 Year		Cohorts - 5 Yr				N/A	0	0.00
College Career Readiness	N/A									N/A	0	0.00
WorkKeys Participation	N/A									N/A	0	0.00
										Total 9-12 Points	0.00	0.00

^ - Results are suppressed to protect individual confidentiality.

* - All eligible students are counted when Participation Rate is not met.

N/A - Results do not meet minimum reporting thresholds or no students of the reported grade level were served.

K-8 Enrollment Count:	418	K-8 Enrollment Ratio:	1.00
9-12 Enrollment Count:	0	9-12 Enrollment Ratio:	0.00

Per 4 AAC 06.835(b), this designation becomes final unless a review is requested within 30 days from receipt.

ASPI Score	95.06
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2013-2014 Annual Measurable Objectives (AMO) Progress Report
 Alaska Department of Education & Early Development
 Prepared on August 28, 2014

School: Rilke Schule Charter School

District: Anchorage School District

Title I School: No

Subgroup ¹	Reading				Writing				Math			
	State Target	School Target	Percent of FAY Students Proficient or Above ³	Reading Target Met? ⁴	State Target	School Target	Percent of FAY Students Proficient or Above ³	Writing Target Met? ⁴	State Target	School Target	Percent of FAY Students Proficient or Above ³	Math Target Met? ⁴
All Students	83.83%	96.08%	93.60%	Yes	79.17%	93.00%	89.60%	Yes	74.50%	91.42%	88.44%	Yes
African American	78.67%	N/A	N/A	N/A	73.50%	N/A	N/A	N/A	62.67%	N/A	N/A	N/A
Alaska Native & American Indian	66.08%	N/A	N/A	N/A	59.92%	N/A	N/A	N/A	57.75%	N/A	N/A	N/A
Asian & Pacific Islander	81.00%	100.00%	100.00%	Yes	78.58%	86.08%	100.00%	Yes	74.08%	86.08%	100.00%	Yes
Caucasian	92.08%	95.25%	94.24%	Yes	87.75%	92.33%	90.71%	Yes	82.75%	90.42%	87.86%	Yes
Hispanic	84.17%	N/A	100.00%	Yes	79.92%	N/A	83.33%	Yes	72.75%	N/A	83.33%	Yes
Two or more races	85.50%	100.00%	82.35%	No	80.75%	100.00%	76.47%	No	75.75%	100.00%	88.24%	Yes
Economically Disadvantaged	74.33%	91.67%	83.33%	Yes	68.75%	83.33%	73.68%	Yes	64.17%	75.00%	68.42%	Yes
Students w/Disabilities (SWD) ²	57.42%	91.67%	60.00%	Yes	52.33%	91.67%	60.00%	Yes	47.50%	100.00%	60.00%	Yes
Limited English Proficient (LEP) ²	53.33%	100.00%	90.00%	Yes	50.08%	100.00%	80.00%	Yes	48.75%	86.08%	70.00%	Yes

Subgroup	Participation Rate			Attendance Rate		Graduation Rate		
	Enrolled	Rate (%)	Target Met? ⁵	Rate	Target Met? ⁶	4-Year Rate	5-Year Rate	Target Met? ⁷
All Students	176	100.00%	Yes	95.14%	Yes	N/A	N/A	N/A
African American	1	100.00%	N/A	N/A	N/A	N/A	N/A	N/A
Alaska Native & American Indian	3	100.00%	N/A	93.90%	No	N/A	N/A	N/A
Asian & Pacific Islander	6	100.00%	Yes	95.34%	Yes	N/A	N/A	N/A
Caucasian	142	100.00%	Yes	95.14%	Yes	N/A	N/A	N/A
Hispanic	6	100.00%	Yes	93.50%	No	N/A	N/A	N/A
Two or more races	18	100.00%	Yes	95.77%	Yes	N/A	N/A	N/A
Economically Disadvantaged	20	100.00%	Yes	94.27%	No	N/A	N/A	N/A
Students w/Disabilities (SWD) ²	3	100.00%	N/A	94.08%	No	N/A	N/A	N/A
Limited English Proficient (LEP) ²	10	100.00%	Yes	95.04%	Yes	N/A	N/A	N/A

NOTES:

1. If a subgroup has fewer than five students enrolled in tested grades, "N/A" has been entered for the proficiency percentage and "Target Met?" fields.
2. Students with Disabilities (SWD) and Limited English Proficient (LEP) subgroups include assessment scores of former SWD and former LEP students that are being monitored for two years.
3. Proficiency percentage is based on "Full Academic Year" (FAY) students enrolled from October 1 through the first day of testing in spring 2014.
4. The AMO target is met if either the state or the school target has been met.
5. The participation rate target is 95 percent if the number of enrolled students is greater than 40. If the number of enrolled students is 40 or less, all but two students must test. Subgroups with fewer than five students will reflect "N/A" in the "Target Met?" field.
6. The attendance rate target is 95 percent for the school as a whole and for each subgroup with at least five students enrolled.
7. The graduation rate target is 90 percent for the school as a whole and for each subgroup with at least five members if the school enrolls students in grade 12. A school or subgroup with 10 or fewer students satisfies the graduation rate requirement if all but one of those students graduates.

Climate and Connectedness Survey Results 2014

General

The Climate and Connectedness Survey provides the Anchorage School District with information about perceptions and experiences related to school climate, for use in setting goals and redirecting resources. The survey is administered in the spring of each year to students in grades 3-4 and 5-12, all school staff, and parents/guardians of students in grades K-12. The survey was designed by the American Institutes for Research (AIR) in conjunction with the Alaska Association of School Boards (AASB).

Respondents were asked to answer a series of questions related to concepts related to school climate (atmosphere and attitudes about school) and school connectedness (feelings about school). For the grades 5-12, staff and family surveys, responses included strongly disagree, disagree, agree some/disagree some, agree and strongly agree. The grade 3-4 survey included responses of yes, no and don't know (the "don't know" option is not included in the results).

Grades 3-4

As of 2014 ASD has begun to report the factors by a calculated percentage rather than mean scores. In order to create percentages based on the multiple questions in each factor ASD used the same calculation that AASB and AIR use in their percentage reporting. The percentages are created by looking at the mean score for each student and placing them in one of three categories.

Grades 5-12

Grade 3-4 Survey

Categories	Mean score range
Yes	2.7 and above
Sometimes	2.45 – 2.6
No	Less than 2.45

Grade 5-12, Staff and Family Survey

Categories	Mean score range
Strongly agree/agree	4 and above
Agree some/disagree some	3 – 3.9
Strongly disagree/disagree	Less than 3

Staff

When reviewing this data it is advised that you look at the change from year to year with the goals of:

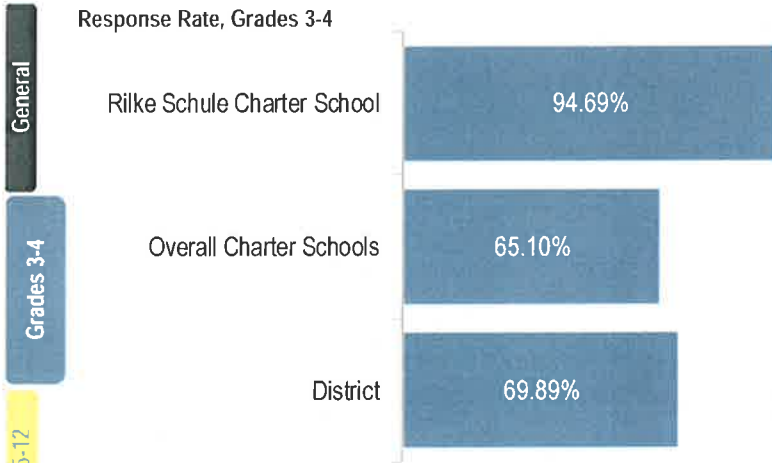
1. Increasing the category of strongly agree/agree or yes
2. Decreasing the category of disagree/strongly disagree or no

School climate has been shown through research to be highly associated with student achievement and school performance.



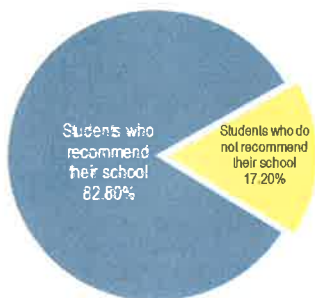
Climate and Connectedness Survey Results 2014

Rilke Schule Charter School



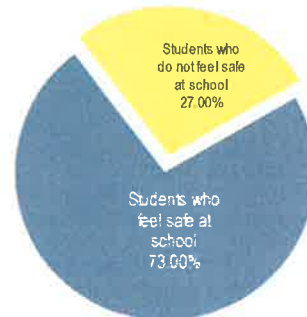
School Recommendation, Grades 3-4

Results represent the percentage of grade 3-4 students, who turned in the survey and answered "yes" to the following question, "I think other students would like my school".



School Safety, Grades 3-4

Results represent the percentage of grade 3-4 students, who turned in the survey and answered "yes" to the following question, "I feel safe at my school".



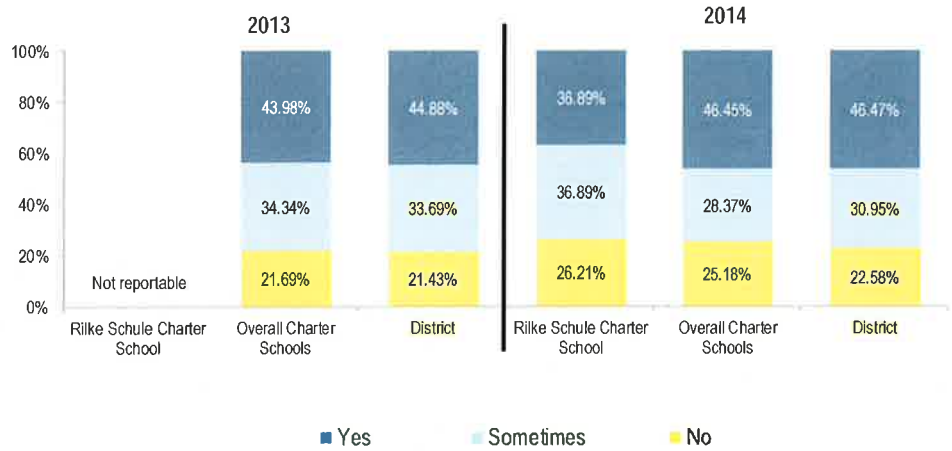
Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

General
School Climate Factors, Grades 3-4
Grades 3-4

Caring Others

This factor reflects students' feelings about how close they feel to other people in the school.

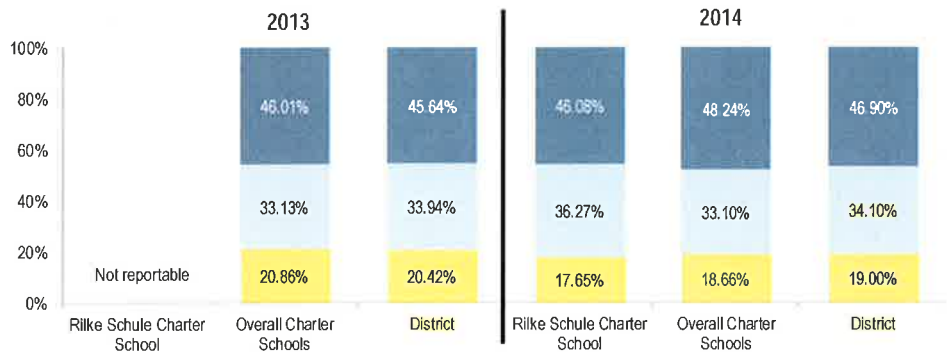


Grades 5-12

Staff

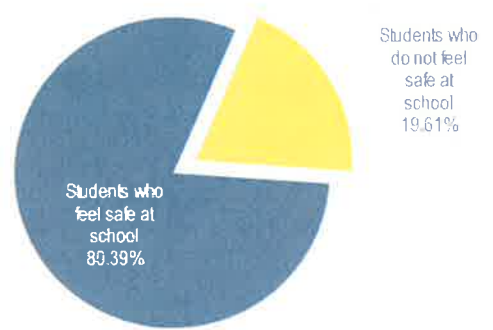
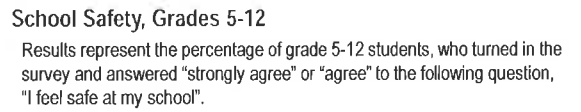
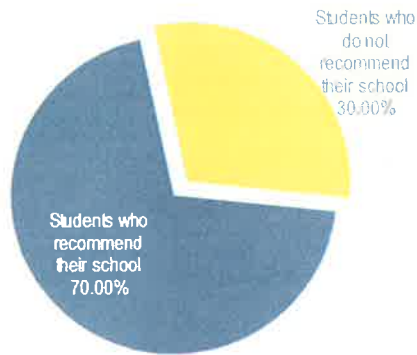
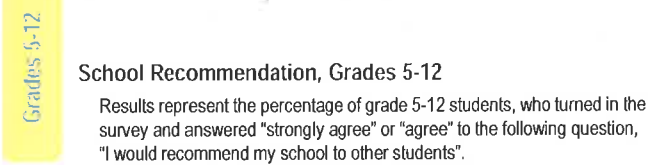
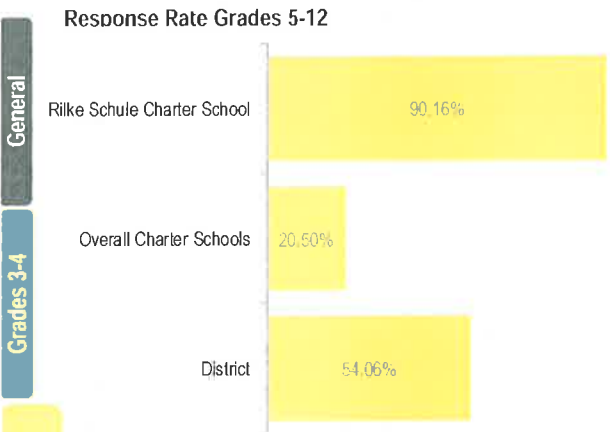
Social and Emotional Learning

This factor reflects students' ability to think about the consequences of their actions and to empathize with others.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Grades 5-12

General

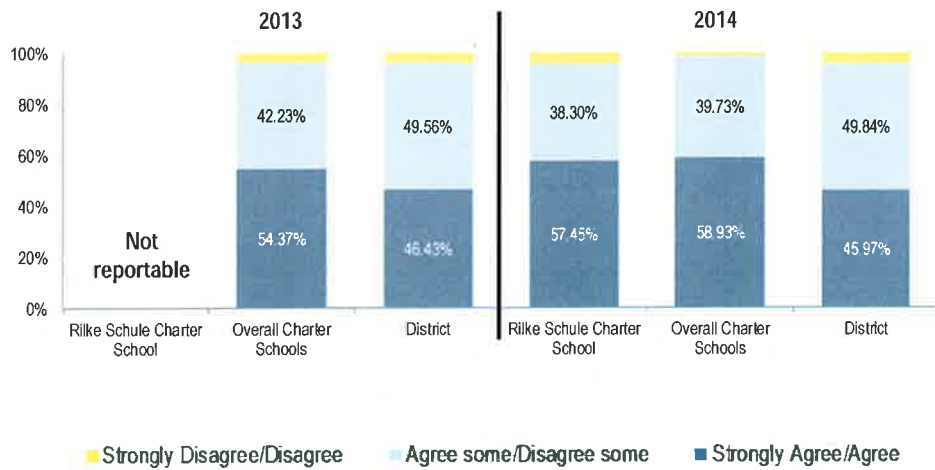
Grades 3-4

Grades 5-12

Staff

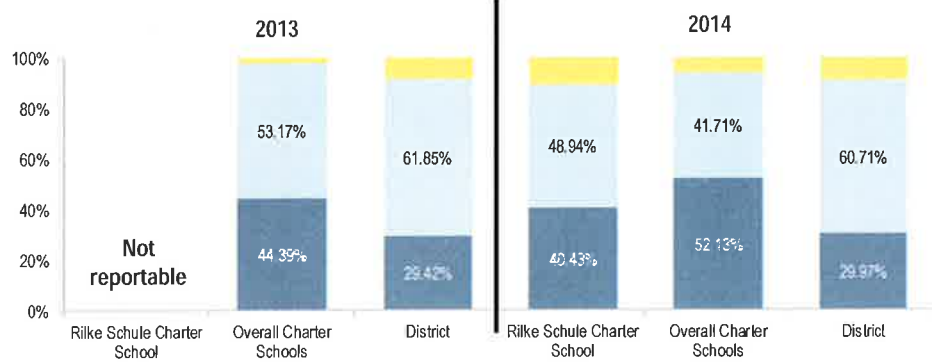
Social and Emotional Skills

This factor reflects students' ability to think about the consequences of their actions and to empathize with others.



Respect for Diversity

This factor reflects students' feelings about how well the school demonstrates its respect for diversity.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Grades 5-12

General

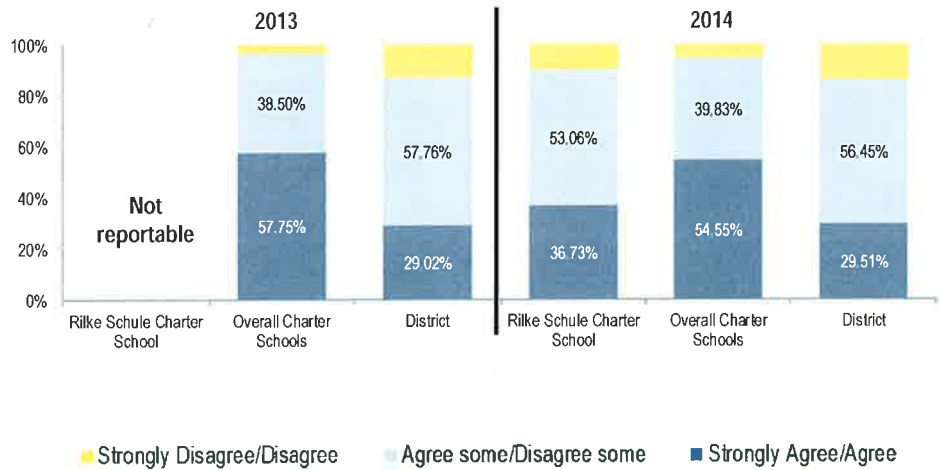
Grades 3-4

Grades 5-12

Staff

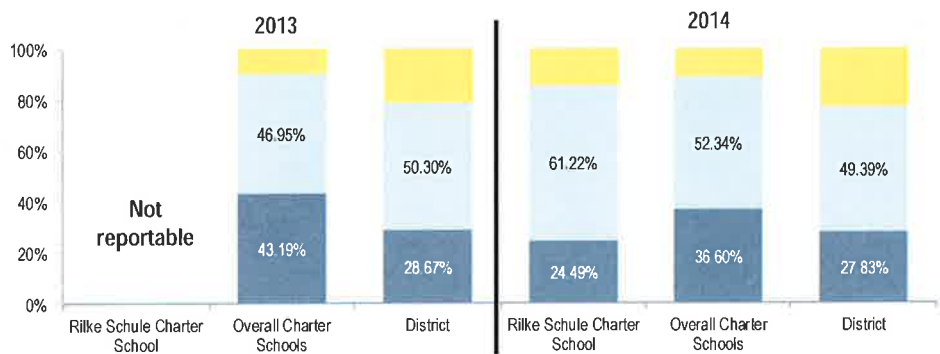
Community Involvement

This factor reflects students' feelings about how supportive and welcoming the school is with parents and the community.



School Leadership and Student Involvement

This factor reflects students' feelings about the decision making of school leadership as well as student participation in the school governance.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Grades 5-12

General

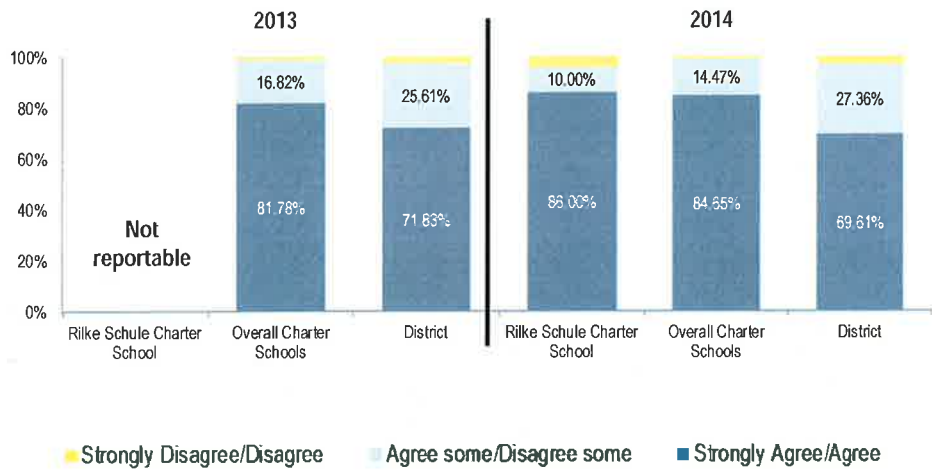
Grades 3-4

Grades 5-12

Staff

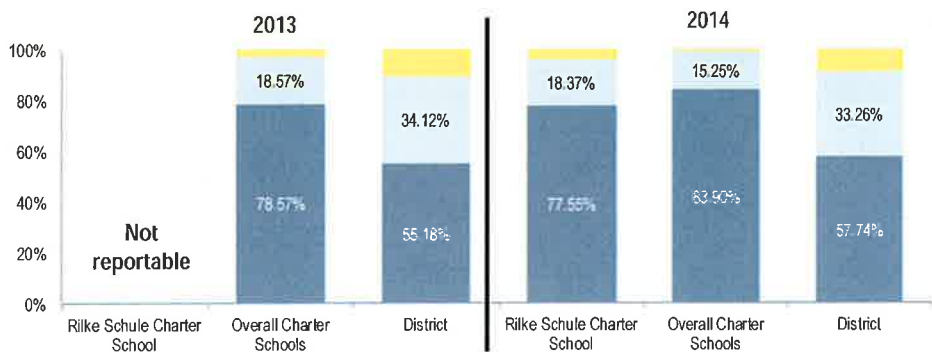
High Expectations

This factor reflects students' feelings about their own expectations as well as those of adults in their school and community.



School Safety

This factor reflects students' feelings about their own expectations as well as those of adults in their school and community.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Grades 5-12

General

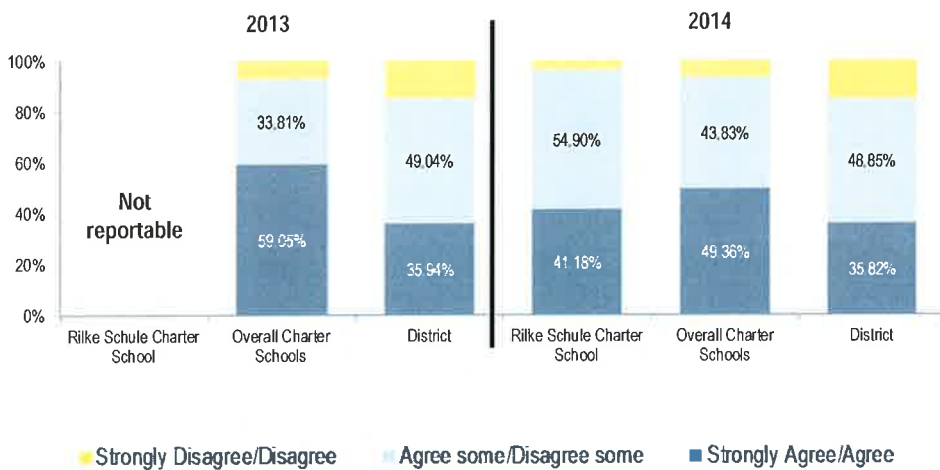
Grades 3-4

Grades 5-12

Staff

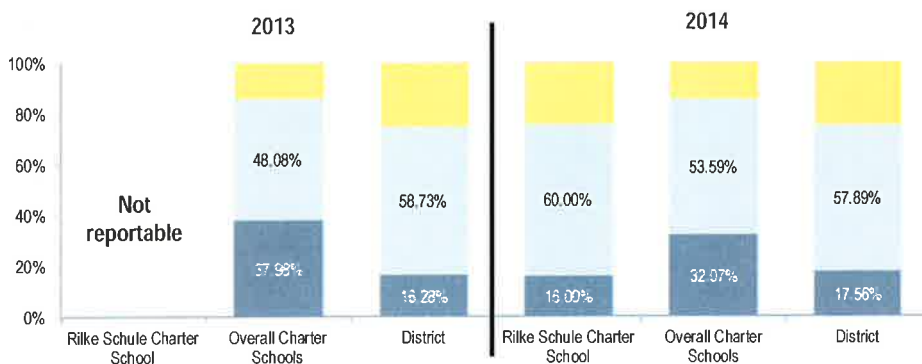
Respectful Climate

This factor reflects students' feelings about the fairness of rules and respect for students' contributions.



Peer Climate

This factor reflects students' feelings about how respectful students are to one another and how helpful students are to other students.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

General

Grades 3-4

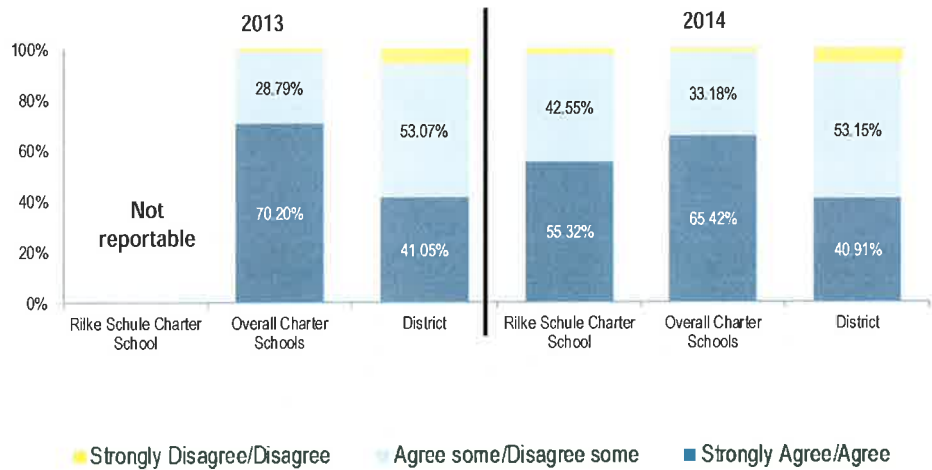
Grades 5-12

Staff

School Climate Factors, Grades 5-12

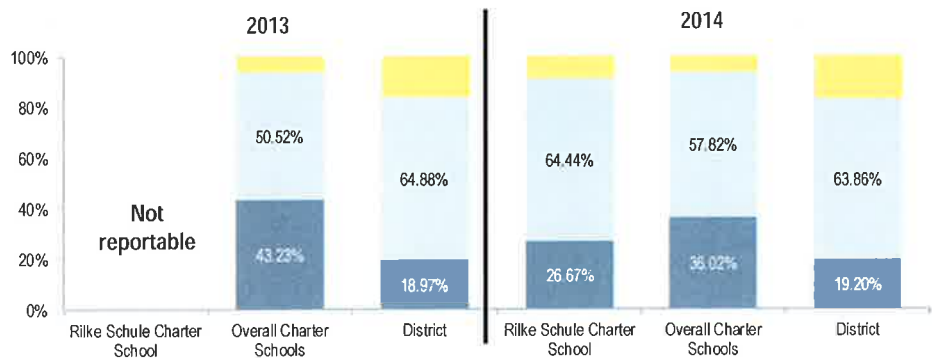
Overall Climate

The overall climate score was computed as the mean of three actors: school leadership, high expectations and school safety.



Overall Connectedness

The overall connectedness score was computed as the mean of four scales: respectful climate, peer climate, caring adults and community involvement.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Grades 5-12

General

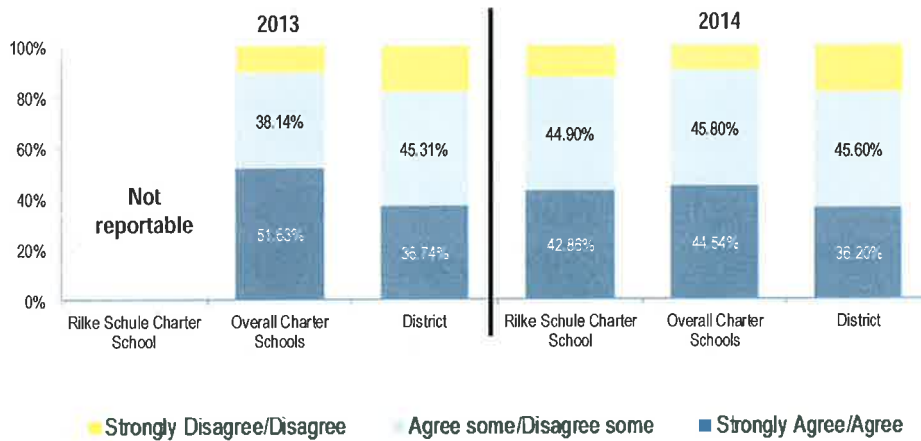
Grades 3-4

Grades 5-12

Staff

Caring Adults

This factor reflects students' feelings about how close they feel to adults in the school.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Grades 5-12

General

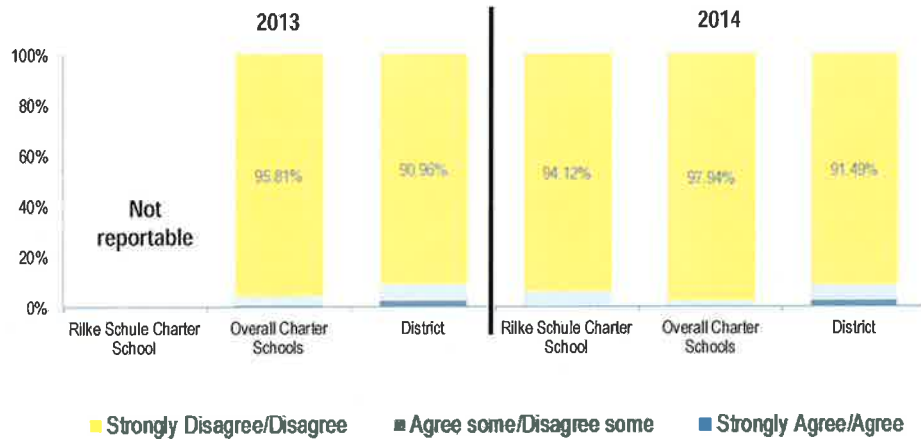
Grades 3-4

Grades 5-12

Staff

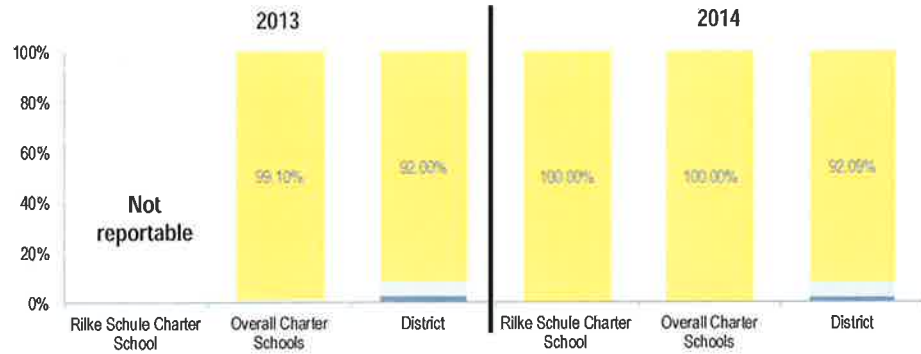
Student Delinquency*

This factor reflects students' observations of other students getting into fights, stealing and bullying.



Student Drugs and Alcohol*

This factor reflects students' observations of other students under the influence of drugs and alcohol.



*The scale for the student delinquency and drug & alcohol use factors differ in that the higher the score the more negative the response

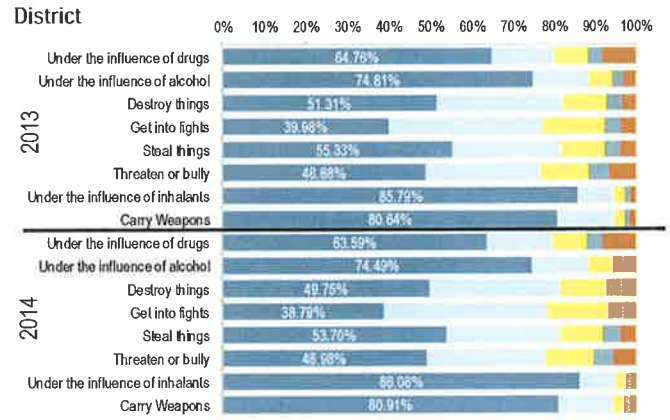
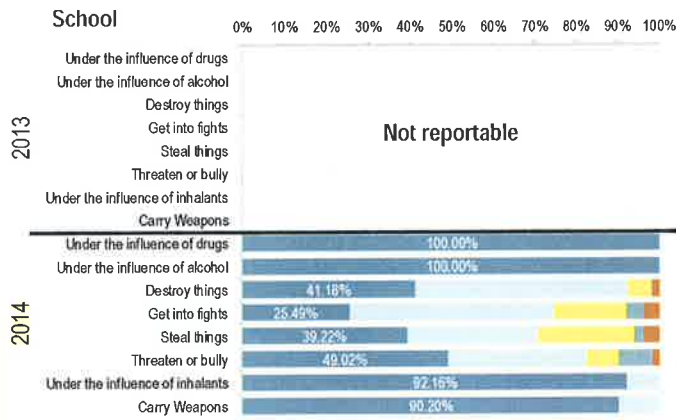
Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

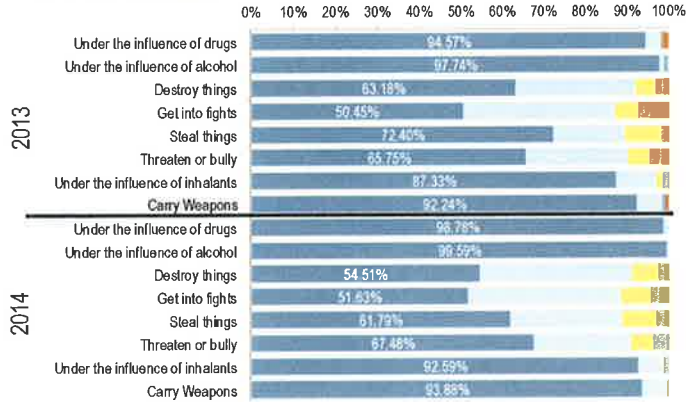
General
Grades 3-4
Grades 5-12
Staff

School Danger, Grades 5-12

Students were asked to answer questions related to school danger. Questions included how often the student has observed specific dangerous behaviors in their school during the past year. The graphs below represent the percent of students in each category.



All Charter Schools



- 0 times
- 1-2 times
- 3-6 times
- 7-12 times
- > 12 times

Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

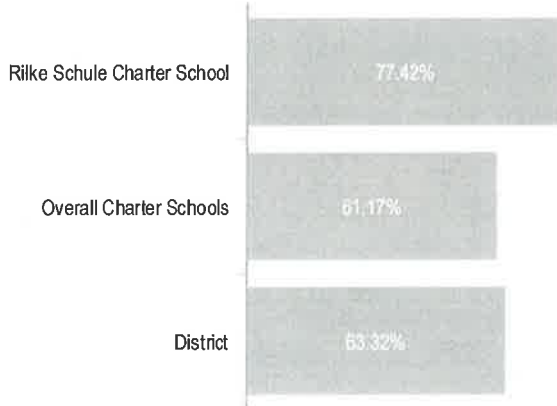
General

Grades 3-4

Grades 5-12

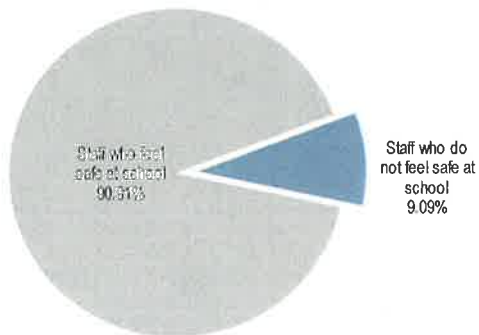
Staff

Response Rate, Staff Survey



School Safety, Staff Survey

Results represent the percentage of staff members, who turned in the survey, and answered "strongly agree" or "agree" to the following question, "I feel safe at my school".



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

General

Grades 3-4

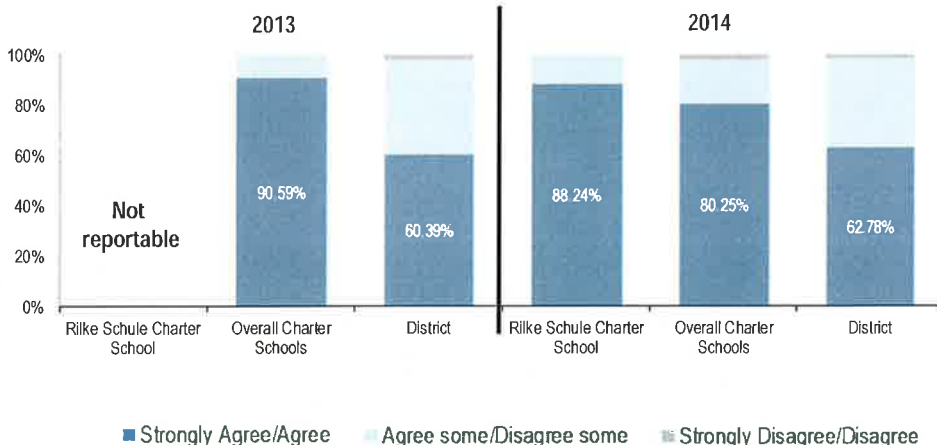
Grades 5-12

Staff

School Climate Factors, Staff Survey

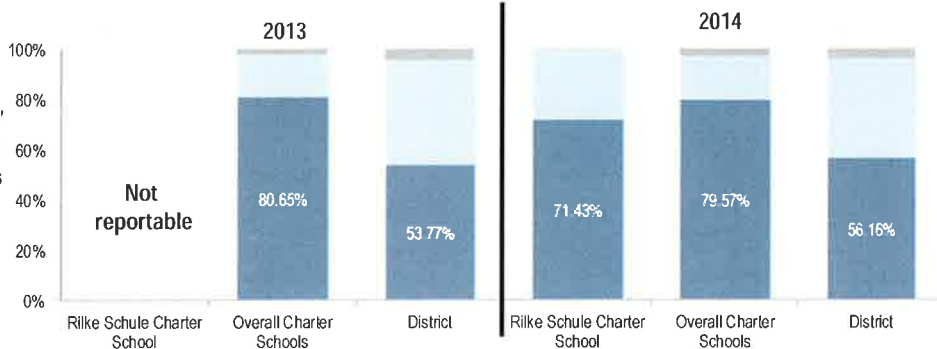
Overall Climate

Computed as the mean of eight factors: school leadership, respectful climate, staff attitudes, parent and community involvement, student involvement, school safety, student delinquency and drug alcohol use.



Respectful Climate

This factor reflects staff members' feelings about how students treat each other and how well students and staff members treat one another.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

General

Grades 3-4

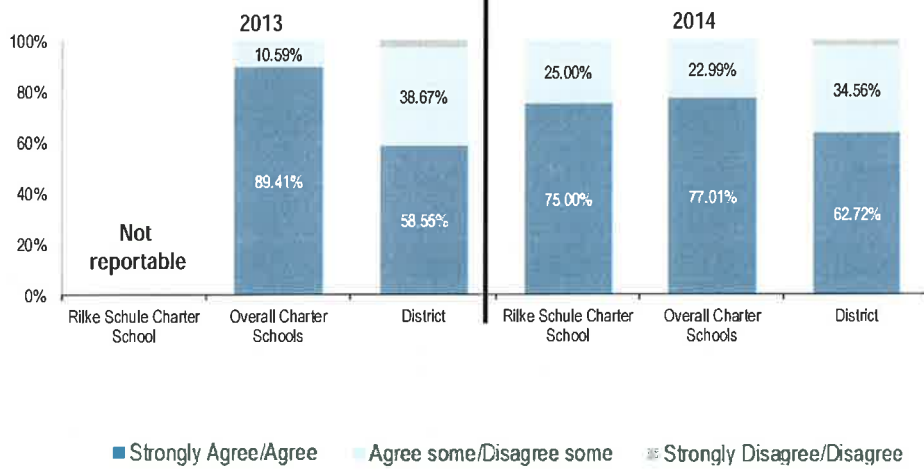
Grades 5-12

Staff

School Climate Factors, Staff Survey

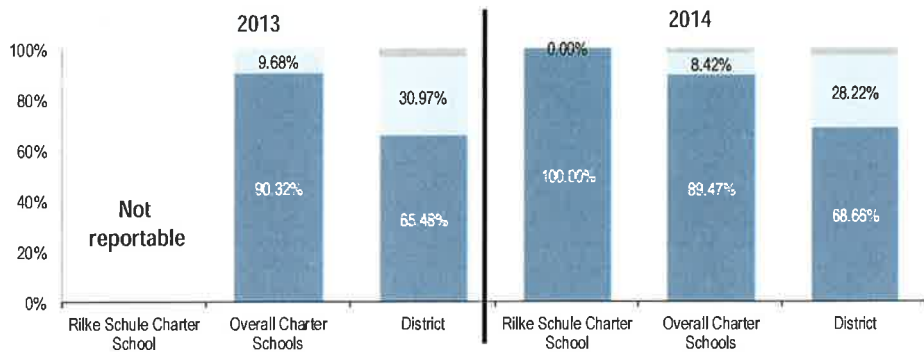
Respect for Diversity

This factor reflects staff members' feelings about how well the school demonstrates its respect for diversity.



School Safety

This factor reflects staff members' feelings about the impact of gangs and bullies as well as general crime and violence in the community.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

General

Grades 3-4

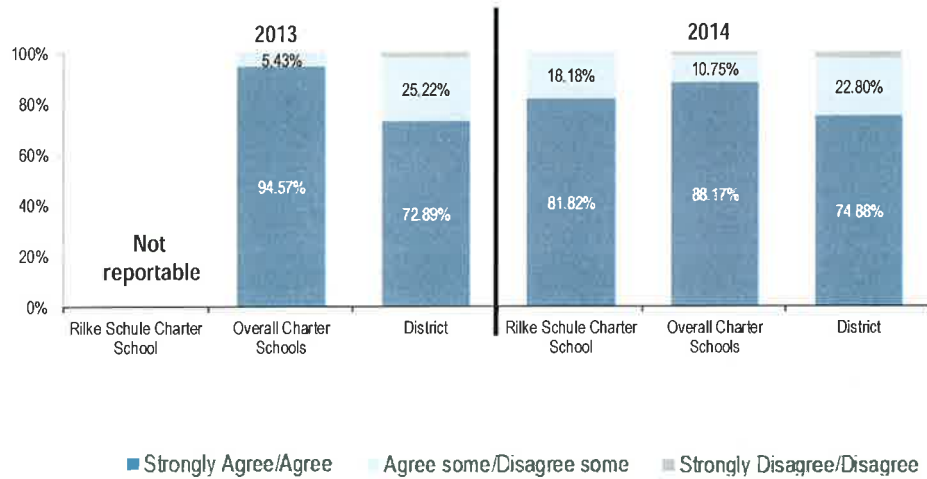
Grades 5-12

Staff

School Climate Factors, Staff Survey

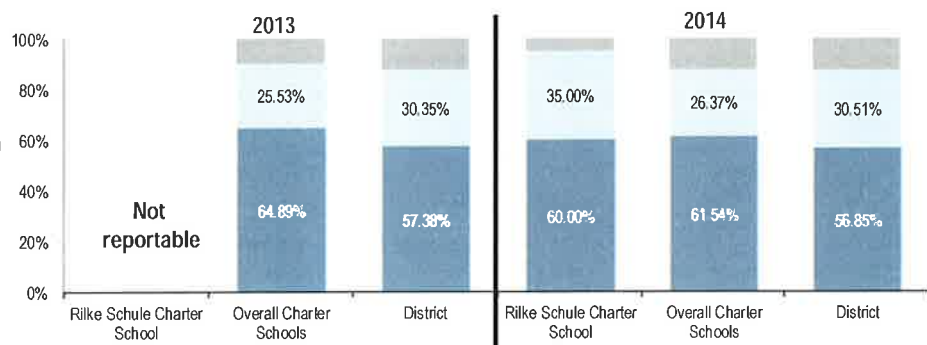
Staff Attitudes

This factor reflects staff members' feelings about the competence of teachers as well as how positive their attitudes are toward their jobs.



School Leadership

This factor reflects staff members' feelings about the decision making of school leaders as well as the fairness of school rules.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Staff Survey

General

Parent and Community Involvement

This factor reflects staff members' feelings about how accessible the school is for parents as well as how connected adults in the community are to the school.

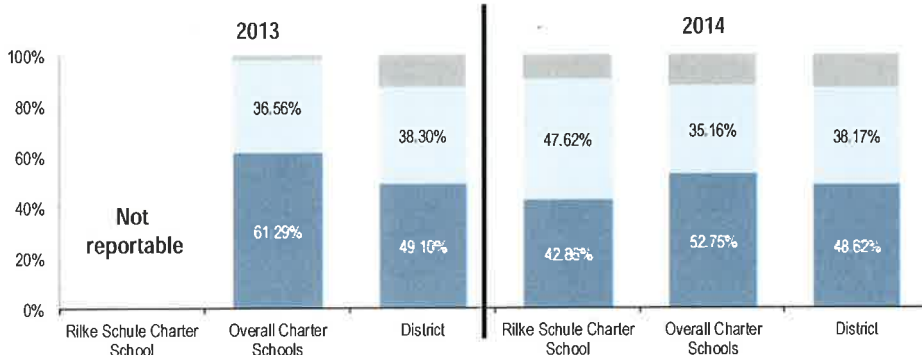
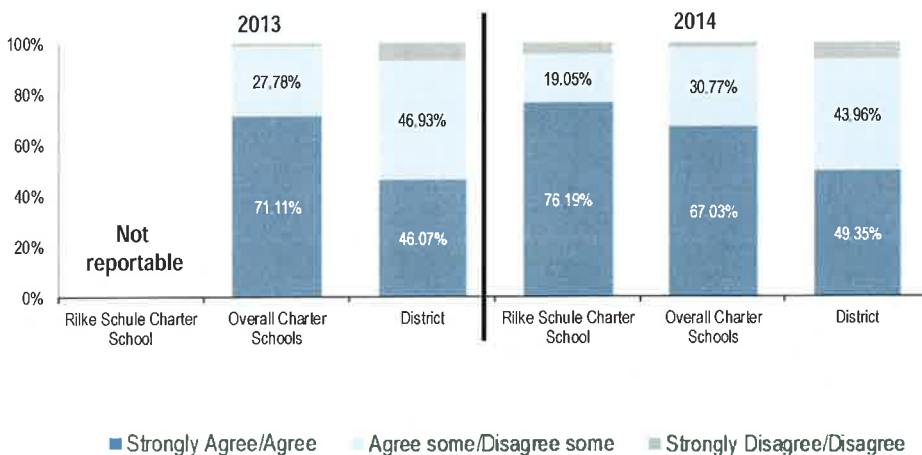
Grades 3-4

Grades 5-12

Staff

Student Involvement

This factor reflects staff members' feelings about how involved students are in the decision making process.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Climate Factors, Staff Survey

General

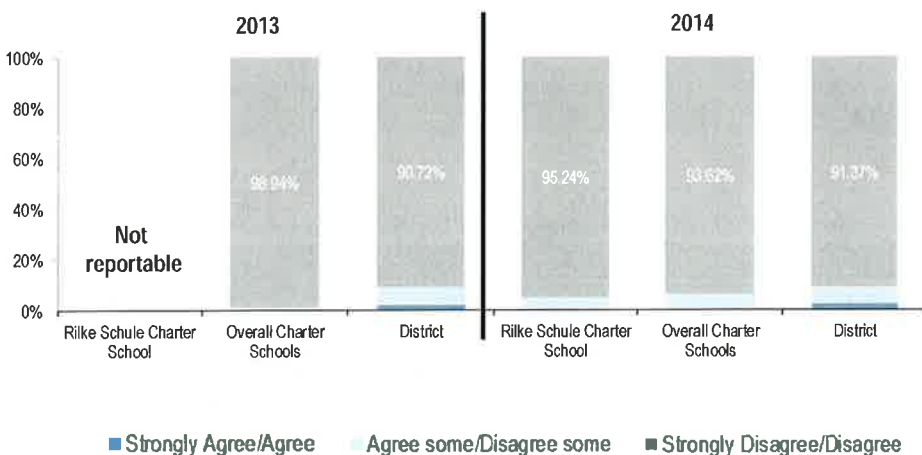
Grades 3-4

Grades 5-12

Staff

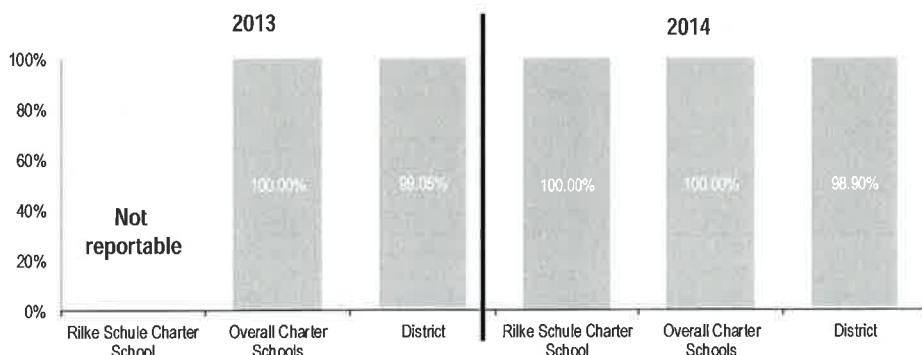
Student Delinquency

This factor reflects staff members' reports of observing students getting into fights, stealing and bullying.



Student Drug and Alcohol Use

This factor reflects staff members' reports of observing students under the influence of drugs or alcohol.



*The scale for the student delinquency and drug & alcohol use factors differ in that the higher the score the more negative the response

Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

School Danger, Staff Survey

Staff members were asked to answer questions related to school danger. Questions included how often they had observed specific dangerous behaviors in their school during the past year. The graphs below represent the percent of staff members in each category.

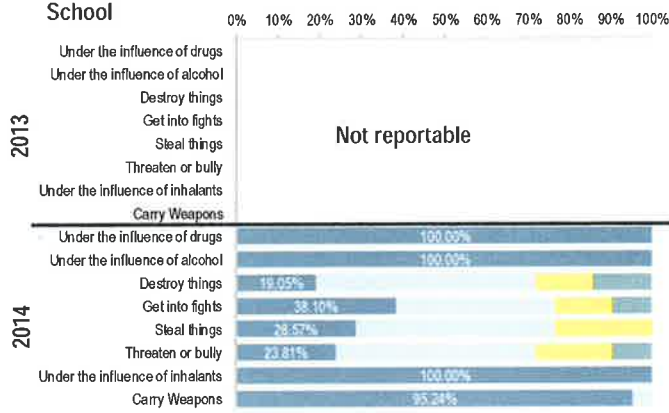
General

Grades 3-4

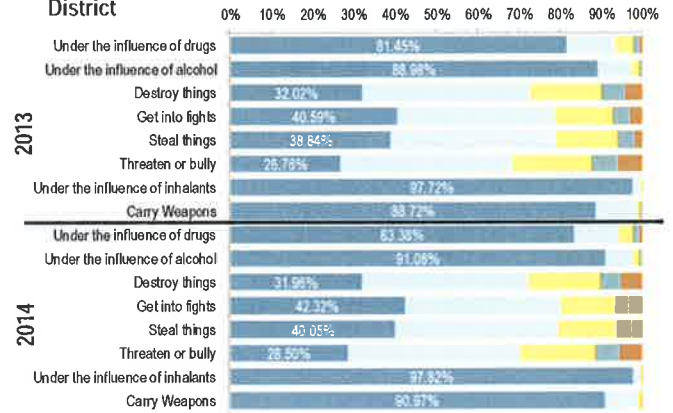
Grades 5-12

Staff

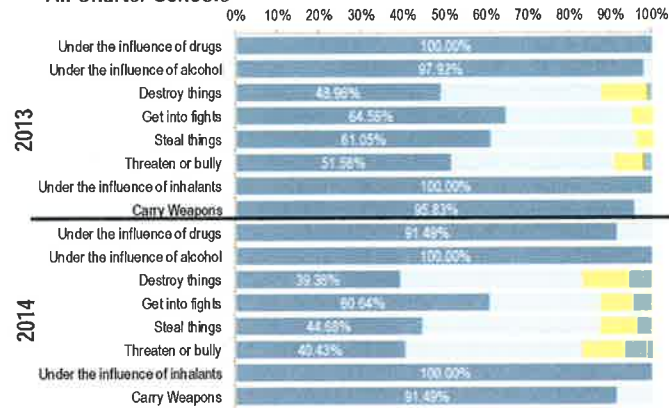
School



District



All Charter Schools

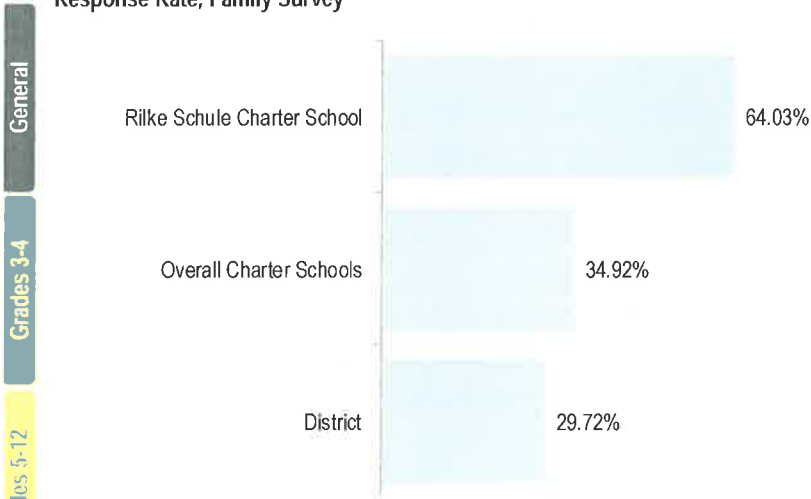


- 0 times
- 1-2 times
- 3-6 times
- 7-12 times
- > 12 times

Climate and Connectedness Survey Results 2014

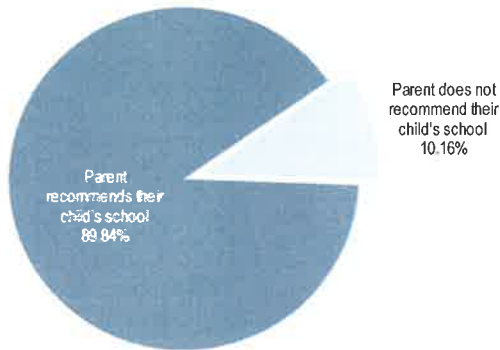
Rilke Schule Charter School

Response Rate, Family Survey



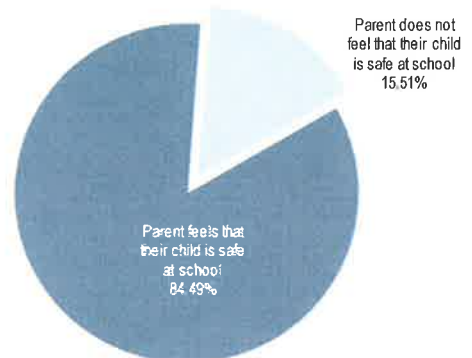
School Recommendation

Results represent the percentage of parents/guardians, who turned in the survey and answered "strongly agree" or "agree" to the following question, "I would recommend my child's school to others".



School Safety, Grades 5-12

Results represent the percentage of grade 5-12 students, who turned in the survey and answered "strongly agree" or "agree" to the following question, "I feel safe at my school".



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

General

Grades 3-4

Grades 5-12

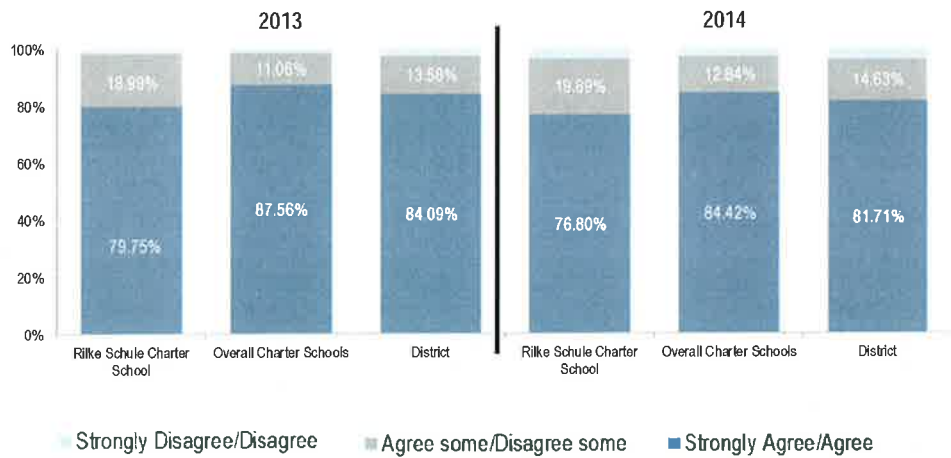
Staff

School Climate Factors, Family Survey

Respectful Climate

This factor is calculated by determining the mean of five questions:

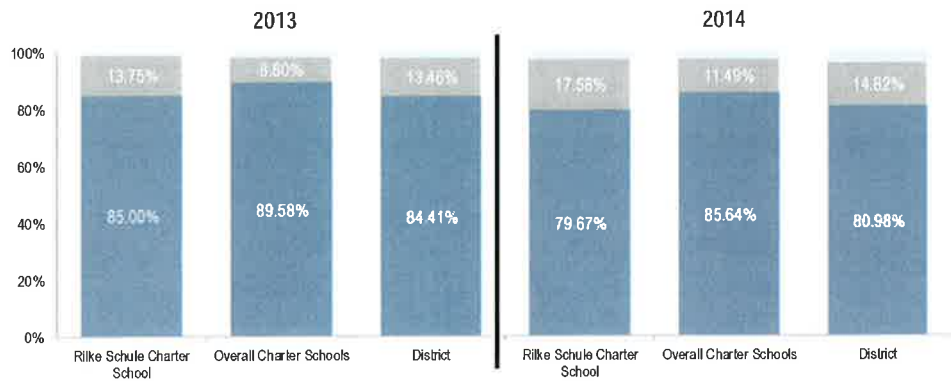
- 1) My child's school is a supportive and inviting place.
- 2) I feel welcome at this school
- 3) I am satisfied with the communication with my child's teacher(s)
- 4) This school is a supportive and inviting place for parents/guardians
- 5) Adults at this school respect cultural diversity.



Parent/Guardian and Community Involvement

This factor is calculated by determining the mean of five questions:

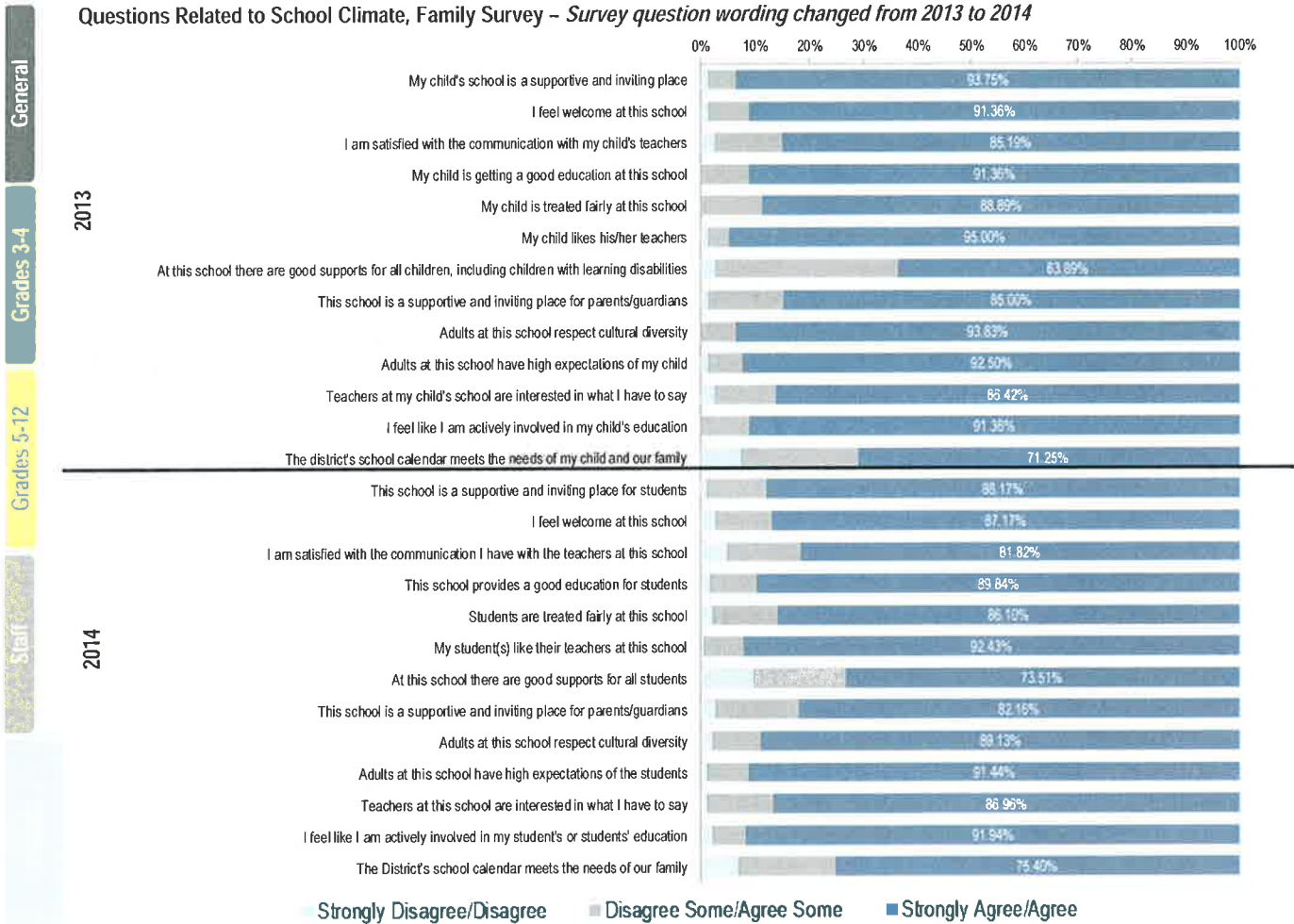
- 1) I feel welcome at this school
- 2) This school is a supportive and inviting place for parents/guardians
- 3) Adults at this school respect cultural diversity
- 4) Teachers at this school are interested in what I have to say
- 5) I feel like I am actively involved in my child's education.



Climate and Connectedness Survey Results 2014

Rilke Schule Charter School

Questions Related to School Climate, Family Survey – Survey question wording changed from 2013 to 2014



2013-14 Anchorage School District: Destination 2020

Destination 2020 is the Anchorage School District and Anchorage School Board's comprehensive, multi-year plan to increase student achievement, graduation rate, attendance, school recommendation and safety by the year 2020. The school level *Destination 2020* reports were created in order to provide data that presents school progress toward meeting the board goals and measures within the Destination 2020 initiative.

Performance measures:

- Goal 1 – 90 percent of students will be proficient in reading, writing and math.
 - Measure A. Student proficiency
 - Measure B. Achievement gap with economically disadvantaged students
 - Measure C. Annual growth
- Goal 2 – 90 percent of students will graduate high school.
 - Measure A. Graduation
 - Measure B. Dropout Rate
- Goal 3 – Every student will attend school at least 90 percent of the time
 - Measure A. Attendance
- Goal 4 – 90 percent of parents will recommend their child's school to others
 - Measure A. Parent recommendation
 - Measure B. Student recommendation
- Goal 5 – 100 percent of students and staff will feel safe at school.
 - Measure A. Student safety
 - Measure B. Staff safety
- Goal 6 – Operational Efficiency
 - Measure A. Facility Condition
 - Measure B. District Operations Performance

Table shading key		
Green shading	=	Target met
Yellow shading	=	Improvement made
Red shading	=	Target not met



2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

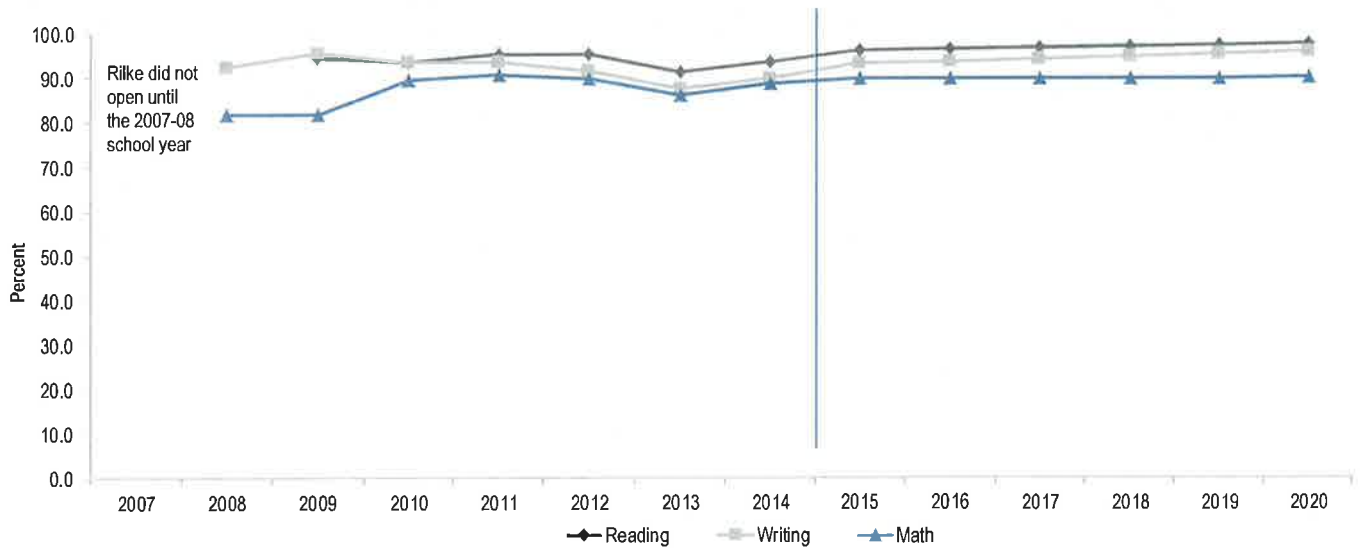
- Goal 1
- Goal 2
- Goal 3
- Goal 4
- Goal 5
- Goal 6

Goal 1 – 90 percent of students will be proficient in reading, writing and math.

Measure A. Student proficiency; measured by the Standards Based Assessment

Percentage of students proficient in reading, writing and math
 ● Target not met ● Improvement ● Target met

	Actual								Target							
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020	
Reading	Not open	*	94.3	93.7	95.4	95.3	91.2	93.7	95.9	96.2	96.5	96.8	97.1	97.4	97.7	
Writing	Not open	92.4	95.5	93.7	93.5	91.6	87.6	89.8	92.7	93.2	93.7	94.2	94.8	95.3	95.8	
Math	Not open	81.8	81.8	89.5	90.7	89.7	86.1	88.6	89.8	89.8	89.9	89.9	89.9	90.0	90.0	



2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

- Goal 1
- Goal 2
- Goal 3
- Goal 4
- Goal 5
- Goal 6

Goal 1 – 90 percent of students will be proficient in reading, writing and math

Measure A. Student proficiency; measured by the Standards Based Assessment

Percentage of students proficient in reading, writing and math by grade level served

● Target not met ● Improvement ● Target met

Reading

	Actual								Target							
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020	
Grade 3	Not open	*	*	*	*	*	89.3	93.7	98.8	98.9	99.0	99.1	99.2	99.3	99.3	
Grade 4	Not open	*	*	85.0	87.0	*	88.0	92.0	88.9	89.1	89.3	89.4	89.6	89.8	90.0	
Grade 5	Not open	*	*	*	*	*	*	*	93.8	94.2	94.7	95.1	95.6	96.0	96.4	
Grade 6	Not open	*	*	*	*	*	*	*	97.6	97.7	97.9	98.1	98.3	98.4	98.6	
Grade 7	Not open	*	*	*	*	*	*	*	93.5	94.0	94.4	94.9	95.4	95.8	96.3	
Grade 8	Not open	*	*	*	*	*	*	*	100.0	100.0	100.0	100.0	100.0	100.0	100.0	

Writing

	Actual								Target							
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020	
Grade 3	Not open	*	*	*	*	*	80.4	90.5	97.9	98.1	98.2	98.4	98.5	98.7	98.8	
Grade 4	Not open	*	*	*	*	90.3	88.0	84.3	91.5	92.1	92.7	93.3	94.0	94.6	95.2	
Grade 5	Not open	*	*	*	*	*	*	*	92.5	93.0	93.6	94.1	94.6	95.2	95.7	
Grade 6	Not open	*	*	*	*	*	*	*	94.4	94.8	95.2	95.6	96.0	96.4	96.8	
Grade 7	Not open	62.5	*	*	*	*	*	*	86.7	87.2	87.8	88.3	88.9	89.4	90.0	
Grade 8	Not open	*	*	*	*	*	*	*	96.8	97.0	97.2	97.5	97.7	97.9	98.1	

Math

	Actual								Target							
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020	
Grade 3	Not open	83.3	*	*	*	*	89.3	88.9	96.8	97.0	97.3	97.5	97.7	98.0	98.2	
Grade 4	Not open	*	80.0	80.0	*	*	80.0	90.2	92.9	93.4	93.9	94.4	94.9	95.4	95.9	
Grade 5	Not open	*	69.2	*	76.5	72.2	89.3	70.6	76.7	78.9	81.1	83.3	85.6	87.8	90.0	
Grade 6	Not open	*	80.0	*	*	*	77.8	*	92.0	92.6	93.1	93.7	94.3	94.9	95.4	
Grade 7	Not open	62.5	*	*	66.7	66.7	*	*	72.5	75.4	78.3	81.3	84.2	87.1	90.0	
Grade 8	Not open	*	57.1	*	*	*	*	*	94.2	94.6	95.0	95.4	95.8	96.3	96.7	

*Data is suppressed based on DEED protocol.

2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

Goal 1

Goal 1 – 90 percent of students will be proficient in reading, writing and math

Measure B. Achievement gap with economically disadvantaged students; measured by the Standards Based Assessment

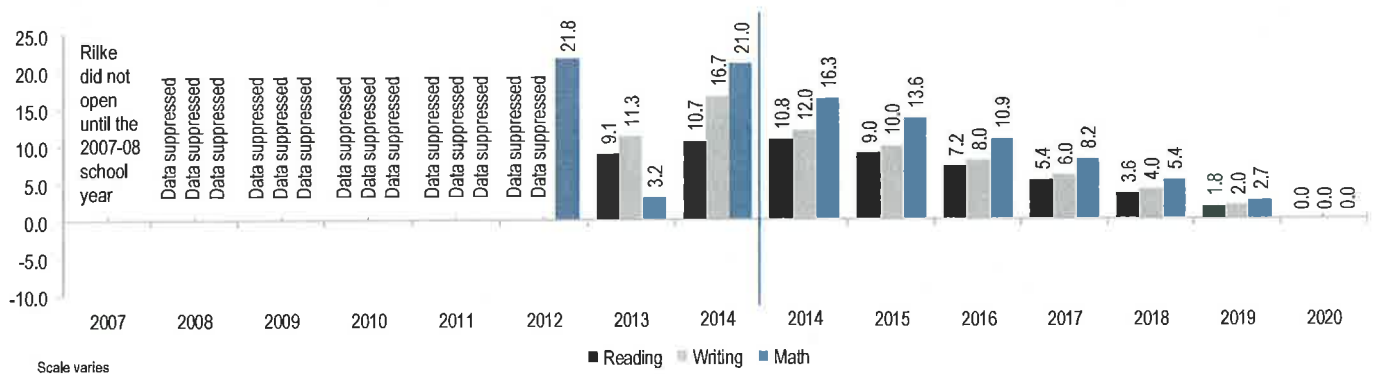
Percentage point gap between Economically Disadvantaged Students and Non-Economically Disadvantaged Students

Target not met Improvement Target met

	Actual								Target							
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020	
Reading	Not open	*	*	*	*	*	9.1	10.7	10.8	9.0	7.2	5.4	3.6	1.8	0.0	
Writing	Not open	*	*	*	*	*	11.3	16.7	12.0	10.0	8.0	6.0	4.0	2.0	0.0	
Math	Not open	*	*	*	*	21.8	3.2	21.0	16.3	13.6	10.9	8.2	5.4	2.7	0.0	

*Data is suppressed based on DEED protocol.

Positive numbers indicate that non-Economically Disadvantaged Students are out performing Economically Disadvantaged Students, while negative numbers indicate that Economically Disadvantaged students are out performing non-Economically Disadvantaged Students.



Goal 2

Goal 3

Goal 4

Goal 5

Goal 6

2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

- Goal 1
- Goal 2
- Goal 3
- Goal 4
- Goal 5
- Goal 6

Goal 1 – 90 percent of students will be proficient in reading, writing and mathematics

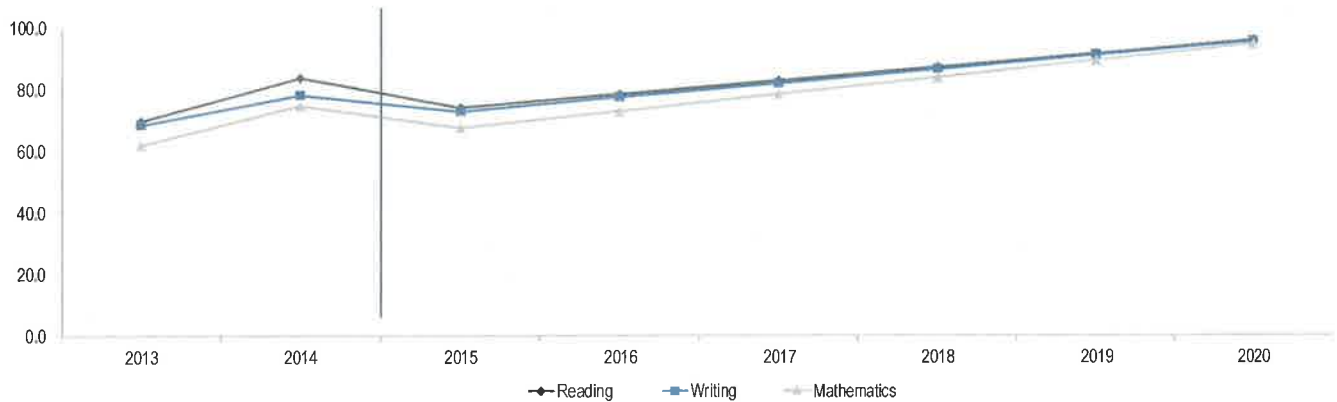
Measure C. Annual growth; measured by the Alaska Department of Education and Early Development’s Growth and Proficiency Index (ASPI)

Percentage of students who scored 100 or more index points
● Target not met ● Improvement ● Target met

	Actual		Targets						
	2013	2014	2014	2015	2016	2017	2018	2019	2020
Reading	69.6	83.7	74.0	78.3	82.6	87.0	91.3	95.7	100.0
Writing	68.4	78.1	72.9	77.4	81.9	86.4	91.0	95.5	100.0
Mathematics	62.0	74.5	67.5	72.9	78.3	83.7	89.2	94.6	100.0

Note: According to the Alaska Department of Education & Early Development's Growth and Proficiency Index, a student receives at least 100 index points if the student has made expected growth over two consecutive years. Above, shows the percentage of students who scored 100 or more index points. To be included, the student must receive a valid subject score on the SBA in both the current year and the prior year, be enrolled in the same school for the full academic year and progress one grade level compared to the previous year.

*Data is suppressed based on DEED protocol.



2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

Goal 1

Goal 2 – 90 percent of students will graduate high school

Measure A. Graduation; measured by state calculations

Goal 2

Goal 3

Goal 4

Goal 5

Goal 6

Goal 2a only applies to schools with students in grades 9-12.

2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

Goal 1

Goal 2 – 90 percent of students will graduate high school

Measure B. Dropout Rate; measured by state calculations

Annual dropout rate, grade 7-12

Target not met Improvement Target met

Goal 2

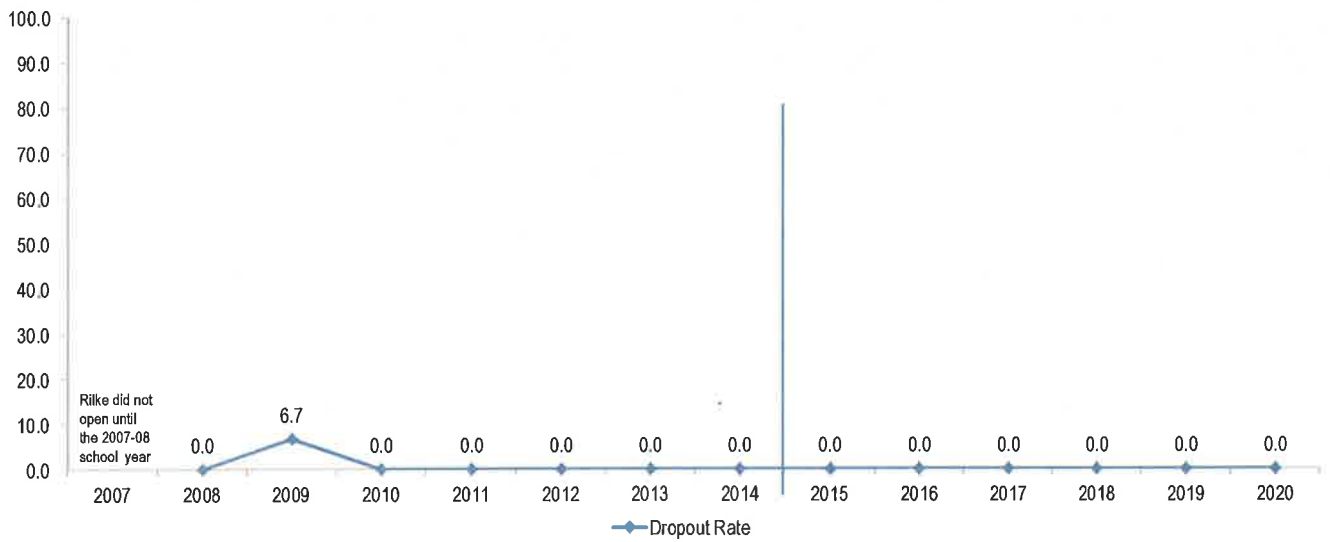
Dropout Rate	Actual								Target						
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
Dropout Rate	Not Open	0.0	6.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Goal 3

Goal 4

Goal 5

Goal 6



Appendix F

2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

Goal 3 – Every student will attend school at least 90 percent of the time

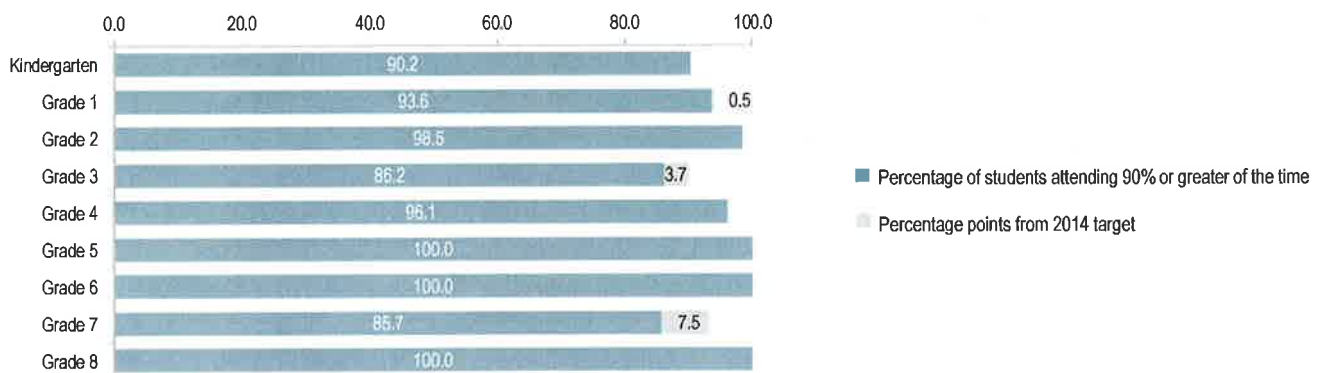
Measure A. Attendance; measured by student presence.

Percentage of students in attendance 90 percent of the time by grade level

● Target not met ● Improvement ● Target met

	Actual					Target						
	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
Kindergarten	73.1	77.9	86.0	87.8	90.2	89.5	91.3	93.0	94.8	98.0	98.3	100.0
Grade 1	76.6	83.1	92.1	90.4	93.6	94.1	95.1	96.1	97.1	98.0	99.0	100.0
Grade 2	82.2	83.7	82.9	87.8	98.5	87.1	89.3	91.4	93.6	95.7	97.9	100.0
Grade 3	88.5	82.1	86.5	95.0	86.2	89.9	91.6	93.2	94.9	96.6	98.3	100.0
Grade 4	95.2	73.1	90.9	92.0	96.1	93.2	94.3	95.5	96.6	97.7	98.9	100.0
Grade 5	80.0	100.0	78.3	89.7	100.0	83.7	86.4	89.1	91.8	94.6	97.3	100.0
Grade 6	87.5	91.7	100.0	89.5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Grade 7	100.0	72.7	90.9	85.7	85.7	93.2	94.3	95.5	96.6	97.7	98.9	100.0
Grade 8	100.0	88.9	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Note: The data for 2014 has been calculated to exclude summer leavers, summer dropouts and adult graduates.



Appendix F

2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

Goal 1

Goal 2

Goal 3

Goal 4

Goal 5

Goal 6

Goal 4 - 90 percent of parents recommend their child's school to others

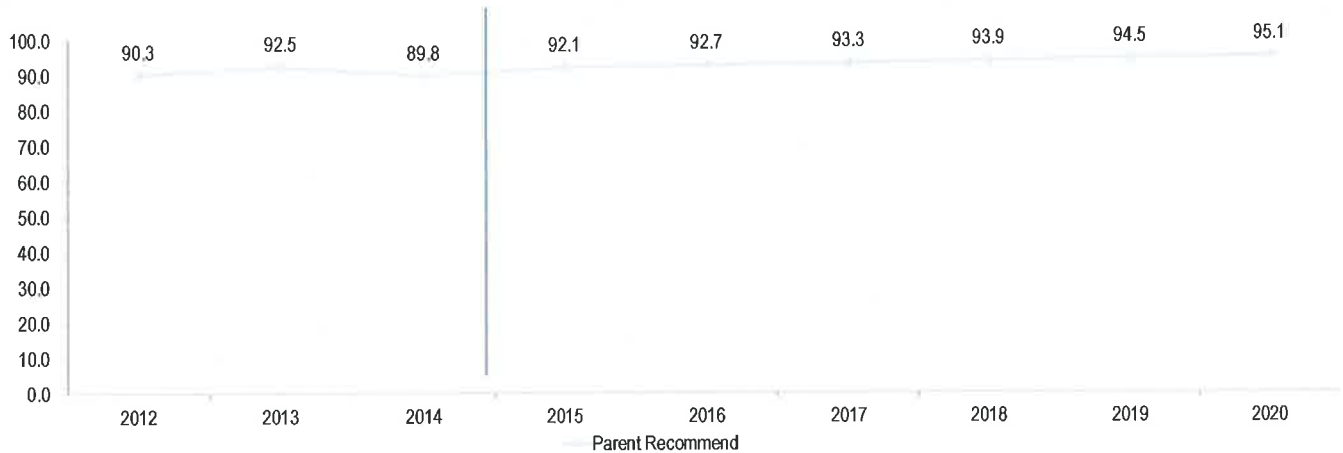
Measure A. Parent recommendation; measured by School Climate and Connectedness Survey

Percentage of parents who recommend their child's school to others

● Target not met
 ● Improvement
 ● Target met

	Actual			Target						
	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
Parents Recommend	90.3	92.5	89.8	91.5	92.1	92.7	93.3	93.9	94.5	95.1

Note: Schools that are not reportable (NR) did not have enough total responses to provide a strong sample. Results represent the percentage of parents who turned in the Climate and Connectedness survey and indicated they "strongly agree" or "agree" on the following question, "I would recommend my child's school to others."



Appendix F

2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

- Goal 1
- Goal 2
- Goal 3
- Goal 4
- Goal 5
- Goal 6

Goal 4 - 90 percent of parents recommend their child's school to others

Measure B. Student recommendation; measured by School Climate and Connectedness Survey

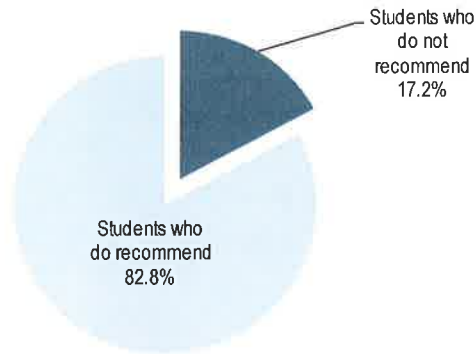
Percentage of students who would recommend their school to others

● Target not met
 ● Improvement
 ● Target met

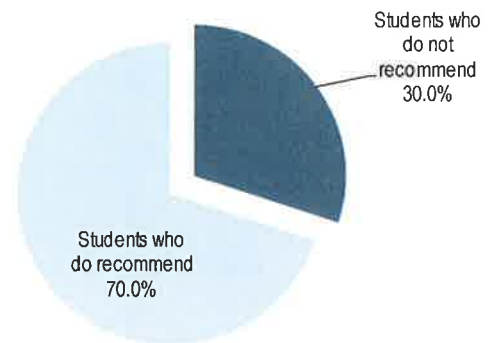
	Actual		Target						
	2013	2014	2014	2015	2016	2017	2018	2019	2020
Grades 3-4	NR	82.8	12.9	25.7	38.6	51.4	64.3	77.1	90.0
Grades 5-12	NR	70.0	12.9	25.7	38.6	51.4	64.3	77.1	90.0

Note: Schools that are not reportable (NR) did not have enough total responses to provide a strong sample.
 Grade 3-4 results represent the percentage of students who turned in the Climate and Connectedness Survey and indicate "yes" on the question: "I think other students would like going to my school".
 Grade 5-12 results represent the percentage of students who turned in the Climate and Connectedness Survey and indicate that they "strongly agree" or "agree on the following question: "I would recommend my school to other students."

Students, Grades 3-4



Students, Grades 5-12



2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

- Goal 1
- Goal 2
- Goal 3
- Goal 4
- Goal 5
- Goal 6

Goal 5 – 100 percent of students and staff will feel safe at school

Measure A. Student Safety; measured by the School Climate and Connectedness Survey

Percentage of students who feel safe at school

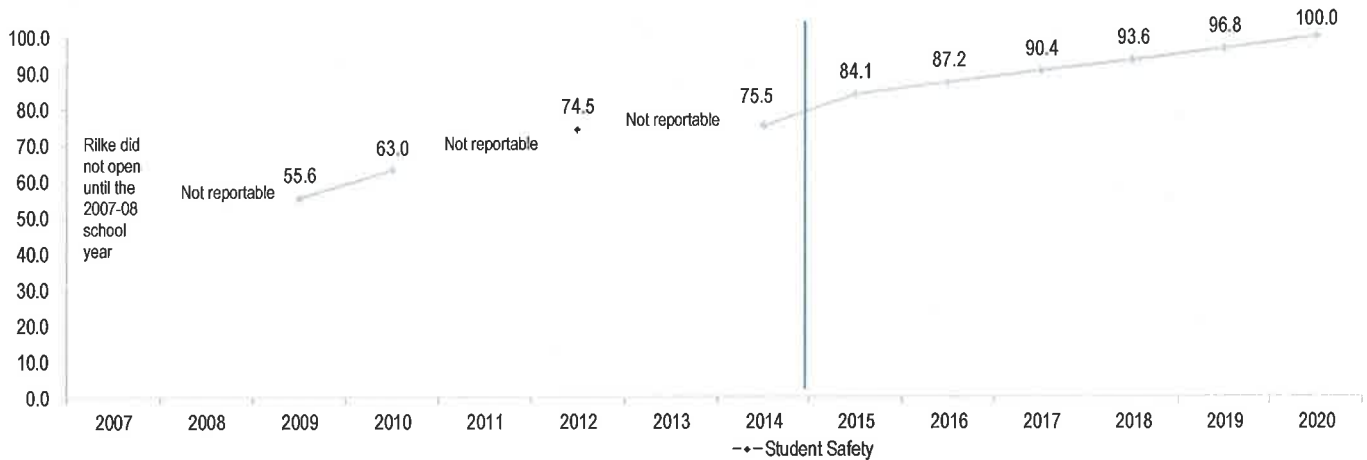
● Target not met
 ● Improvement
 ● Target met

Student Safety	Actual								Target							
	2007	2008	2009	2010	2011	2012*	2013	2014	2014	2015	2016	2017	2018	2019	2020	
Student Safety	Closed	NR	55.6	63.0	NR	74.5	NR	75.5	80.9	84.1	87.2	90.4	93.6	96.8	100.0	

*Prior to 2012, the school safety question was not asked on the grade 3-4 survey. Data for 2012-present represents the surveys for students in grades 3-12.

Note: Schools that are not reportable (NR) did not have enough total responses to provide a strong sample.

Results represent the percentage of students who turned in the Climate and Connectedness Survey and indicated "yes" (grades 3-4) or "strongly agree/agree" (grades 5-12) on the following question: "I feel safe at my school."



2013-14 Anchorage School District: Destination 2020

Rilke Schule Charter School

- Goal 1
- Goal 2
- Goal 3
- Goal 4
- Goal 5
- Goal 6

Goal 5 – 100 percent of students and staff will feel safe at school

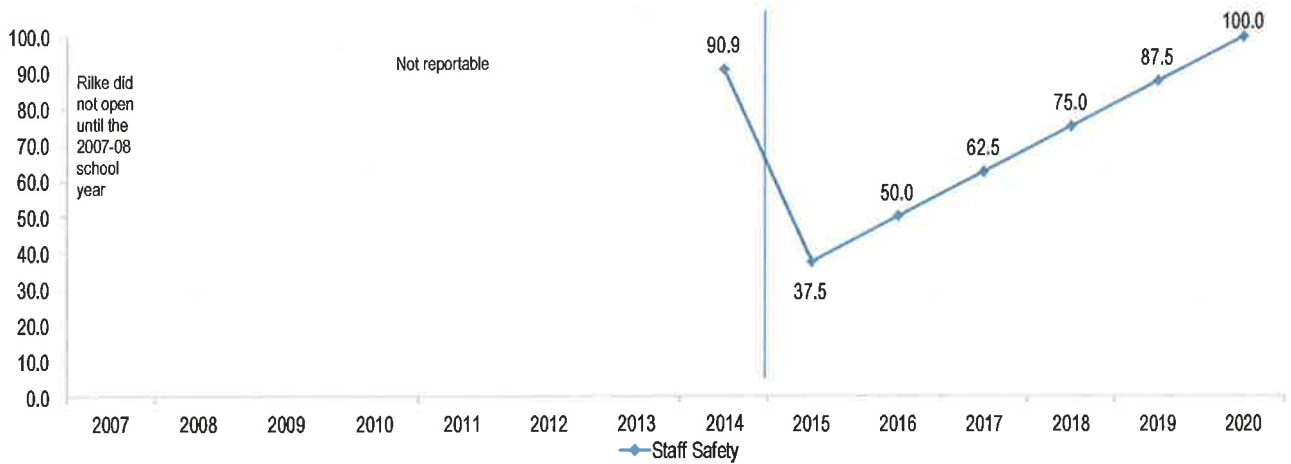
Measure B. Staff Safety; measured by the School Climate and Connectedness Survey

Percentage of staff who feel safe at school

Target not met Improvement Target met

Staff Safety	Actual								Target						
	2007	2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	2019	2020
Staff Safety	Not open	NR	NR	NR	NR	NR	NR	90.9	25.0	37.5	50.0	62.5	75.0	87.5	100.0

Note: Results represent the percentage of staff who turned in the Climate and Connectedness Survey and indicated they "strongly agree" or "agree on the following question: "I feel safe at my school." Schools that are not reportable (NR) did not have enough total responses to provide a strong sample.



2013-14 Anchorage School District: Destination 2020

Goal 6 – Operational Efficiency

Measure A. Facility Condition; measured by Facility Condition Index

The Facility Condition Index (FCI) data will be provided in the 2014-15 Destination 2020 report.

Previous years FCI reports can be found here:

www.asdk12.org/facilities/fcar/

Measure B. District Operations Performance; measured by the Council of Great City School's (CGCS) Power Indicators/Key Performance Indicators

The Council of Great City Schools has identified specific power indicators under the four areas defined as operational efficiency measures by the CGCS: Food Services, Maintenance and Operations, Safety and Security, and Transportation. These power indicators were determined by an advisory committee referred to as the KPI technical team, composed of directors and chief officers from the various school districts in the Council. Almost all cost measures are adjusted by a Cost of Living Index in order to make the district's data more comparable to the benchmarks. Data based on KPI Indicator Report on 2014-07-10.

The CGCS Power indicators/Key Performance Indicators are only reported at the district level.

Please refer to the Destination 2020: Anchorage School District Report for this data.

Appendix F

2013-14 Anchorage School District: Destination 2020

Appendix

Suppressions and Targets

Data suppressed – In cases where data is suppressed, the data cannot be reported due to the Alaska Department of Education and Early Development (DEED) reporting protocol. For more information visit: http://education.alaska.gov/its/assessment/pdf_files/2levelreportingprotocol.pdf

Target setting – Targets were set based on the 2012 data, unless on of the following circumstances occur:

1. If the data is above the 2020 target (i.e. if the 2020 target is at or above 90% and the 2012 data was 90.2%, targets will be adjusted to a new 2020 target using the same calculation.
2. If the 2012 data is suppressed, targets will be set on a average of three of the most recent historical years.
3. If the 2012 data is not reportable (NR), targets were set from the most recently available data point. If all data points are not reportable, targets are set from 0% in order to provide the school with a target in the future.

Legend	
AF AM	African-American
AKNA/AI	Alaska Native/American Indian
Asian	Asian
NH/OPI	Native Hawaiian/Other Pacific Islander
Caucasian	Caucasian
Hispanic	Hispanic
2 or More	2 or More Races
EDS	Economically Disadvantaged Students
SWD	Students with Disabilities
LEP	Limited English Proficient
Female	Female
Male	Male
*	Data suppressed
N/A	No students

2013-14 Anchorage School District: Destination 2020**Appendix****Calculations and Definitions****Goal 1a - Student proficiency**

Proficient: The ability to perform at or above grade level expectation. A proficient score on the Standards Based Assessment (SBA) is 300 or higher.

Standards Based Assessment (SBA): designed to estimate the degree to which students in grades 3-10 have mastered the Academic Performance Standards for reading, writing and mathematics. This test combined with other information from classroom and local assessments, provides the district with valuable student performance data and degrees of mastery.

Goal 1b – Achievement gap of economically disadvantaged students

Achievement Gap: the difference between the academic achievements of two groups of students. In Destination 2020, the achievement between economically disadvantaged students (EDS) and non-economically disadvantaged students (non-EDS) is compared.

Economically Disadvantaged Students (EDS): a subgroup of students classified as being eligible to participate in the free and reduced lunch program. For comparison purposes, the Anchorage School District disaggregates the test scores of EDS and non-EDS, as required by the Elementary and Secondary Act (ESEA), in order to evaluate student achievement between the two student groups.

Eligibility: Free and reduced lunch program is determined by the income and eligibility levels set by the federal government. This includes: students who have met income guidelines, students in the Alaska Temporary Assistance Program file provided by the state, students in all Provision 3 schools, migrant students, students with a sibling(s) already in the program.

Goal 1c – Annual growth

Alaska State Proficiency Index (ASPI): In 2012-13, the Alaska Department of Education and Early Development's (DEED) developed a growth index using SBA proficiency data administered to students in grades 3-10. According to DEED's growth index, a student receives at least 100 index points if the student has made expected growth over two consecutive years. To be included, the student must receive a valid subject score on the SBA in both the current year and the prior year, be enrolled in the same school for the full academic year, and progress one grade level compared to the previous year.

Appendix F

2013-14 Anchorage School District: Destination 2020

Appendix

Calculations and Definitions

Goal 2a – Graduation Rate

Cohort: a group of students tracked over time.

Graduation Rate: the percentage of students who graduate high school. The graduation rate is currently calculated in two ways: the four-year cohort method and the five-year cohort method. The calculations of each method are detailed below.

Old Method (used prior to 2008-09)

Full year 2009 Graduates + Summer 2010 Graduates

$$\frac{\begin{array}{l} \# \text{ Summer 2009 graduates +} \\ \# \text{ Grade 9 unduplicated dropouts in full year 2006 +} \\ \# \text{ Grade 10 unduplicated dropouts in full year 2007 +} \\ \# \text{ Grade 11 unduplicated dropouts in full year 2008 +} \\ \# \text{ Grade 12 continuing students (reported in full year 2009} \\ \text{and including students with a certificate of achievement)} \end{array}}{\# \text{ Full year 2009 Graduates + Summer 2010 Graduates}} \times 100$$

Four-year Cohort (used after 2008-09)

All students in the cohort population who receive a regular diploma in four years or less by the end of the 2013-14 school year

first-time ninth graders in fall 2010 (starting cohort) +
Students who transfer in –
Students who transfer out, emigrate or die during the
2010-11, 2011-12, 2012-13 and 2013-14 school years

Five-year Cohort (used after 2008-09)

All students in the cohort population who receive a regular diploma in five years or less by the end of the 2013-14 school year

first-time ninth graders in fall 2009 (starting cohort) +
Students who transfer in –
Students who transfer out, emigrate or die during the
2009-10, 2010-11, 2011-12, 2012-13 and 2013-14 school years

2013-14 Anchorage School District: Destination 2020

Appendix

Calculations and Definitions

Goal 2b – Dropout Rate

Dropout: a student in grades 7-12, who were enrolled at some time during the school year but ended that enrollment due to various reasons.

This does not include students who:

- Received a diploma from an approved state or district alternate education program
- Transferred to another public school district
- Transferred to a private school
- Transferred to a state or district alternate education program
- Students who are temporarily absent due to suspension
- Students who are absent due to illness or medical condition
- Students who died

Dropout rate: the percentage of students in grades 7-12 who drop out of school before completion. The calculation for annual dropout rate is detailed below.

$$\frac{\text{\# of dropouts (grades 7-12) in 2013-14}}{\text{\# students (grade 7-12) enrolled on October 1}}$$

Goal 3a - Attendance

Attendance by 90 percent of the days enrolled: the percentage of students who were present in school 90 percent or more of the time. For a student enrolled in the entire school year, that is the equivalent of being absent no more than 17.2 days of school. Students considered present include only those who are physically present at the school or who are engaged in school-related activities off campus (example: field trip).

The calculation for attendance by 90 percent of the days enrolled is detailed below.

Step 1		Step 2
$\frac{\text{Days student present}}{\text{Days student enrolled}} = \text{Student met or did not meet 90\% threshold}$	=	$\frac{\text{\# of students meeting threshold}}{\text{Total \# of students}} = \text{Attendance by 90\%}$

2013-14 Anchorage School District: Destination 2020

Appendix

Calculations and Definitions

Goal 4a – Parent Recommendation

Parent recommendation: results represent the percentage of parents who turned in the Climate and Connectedness Survey and indicated they "strongly agree" or "agree" on the following question: "I would recommend my child's school to others".

Goal 4b – Student Recommendation

Student recommendation: Grade 3-4 student results represent the percentage of students who turned in the Climate and Connectedness Survey and indicated "yes" on the following question: "I think other students would like going to my school."

Grade 5-12 student results represent the percentage of students who turned in the Climate and Connectedness Survey and indicated "strongly agree" or "agree" on the following question: "I would recommend my school to other students."

Goal 5a – Student Safety

Student safety: Results represent the percentage of students who turned in the Climate and Connectedness Survey and indicated "yes" (grade 3-4) or "strongly agree/agree" (grade 5-12) on the following question: "I feel safe at my school."

Goal 5b – Staff Safety

Staff safety: results represent the percentage of staff who turned in the Climate and Connectedness Survey and indicated "strongly agree" or "agree" on the following question: "I feel safe at my school."

Goal 6a – Facility Condition

Facility Condition Index: A percentage index derived from dividing the cost to correct building component/system needs by the facilities replacement costs.

Goal 6b – District Operations Performance

The Council of Great City Schools has identified specific power indicators under the four areas defined as operational efficiency measures by the CGCS : Food Services, Maintenance and Operations, Safety and Security, and Transportation. These power indicators were determined by an advisory committee referred to as the KPI technical team, composed of directors and chief officers from the various school districts in the Council. Almost all cost measures are adjusted by a Cost of Living Index in order to make the district's data more comparable to the benchmarks. Data based on KPI Indicator Report on 2014-07-10.

Rilke Schule will give equal and unbiased admission opportunity into our program through the ASD lottery system and as stated within our charter.

Jason Storter - Rilke APC Chair

Historical waitlist numbers beginning 2012/13-2015/16

2012/13 Rilke had no prospective students on a waitlist

2013/14 K-6, 1st-0, 2nd-0, 3rd-0, 4th-0, 5th-0, 6th-0, 7th-0, 8th-1.

2014/15 K-52, 1st-20, 2nd-5, 3rd-1, 4th-1, 5th-0, 6th-0, 7th-0, 8th-0.

2015/16 K-28, 1st-71, 2nd-27, 3rd-7, 4th-6, 5th-4, 6th-1, 7th-3, 8th-0.

Description	Object	Budget	YTD Actual			Projection		Expenditures		Remaining	
			Jul-14 - Apr 15	May-15	Jun-15	Total	Percent Spent	Budget			
CLERICAL	1201	66,905	57,793	4,829	4,829	67,450	100.81%	(545)			
EXTRA HELP CLASSIFIED	1211	7,037	9,394	2,198	-	11,592	164.73%	(4,555)			
TEACHERS ASSISTANTS	1231	63,323	45,799	5,680	1,000	52,478	82.87%	10,845			
NURSES	1240	65,010	52,008	6,501	6,501	65,010	100.00%	(0)			
PRINCIPALS	1300	97,604	74,301	16,511	8,256	99,068	101.50%	(1,464)			
ELEMENTARY TEACHERS	1310	1,425,082	1,159,002	285,513	145,507	1,590,021	111.57%	(164,939)			
ADDED DUTY CERTIFICATED	1330	5,000	336	-	1,800	2,136	42.72%	2,864			
DEPT CHAIRPERSON	1340	1,750	875	-	875	1,750	100.00%	-			
ADDED DAYS CERTIFICATED	1350	1,300	-	-	1,300	1,300	100.00%	-			
SPECIAL SERVICE TEACHERS	1360	29,603	24,918	7,907	3,115	35,940	121.41%	(6,337)			
SUB TEACHERS CERTIFICATED	1370	170	320	-	-	320	188.24%	(150)			
SUBSTITUTE TEACHERS	1371	62,155	54,770	13,550	1,000	69,320	111.53%	(7,165)			
PERSONAL LEAVE CERTIFICATED	1380	16,767	25,782	-	9,000	34,782	207.44%	(18,015)			
PERSONAL LEAVE CLASSIFIED	1381	6,064	11,291	1,550	4,500	17,341	285.97%	(11,277)			
BONUS CERTIFICATED	1420	-	-	-	-	-	0.00%	-			
NOON DUTY ATTENDANTS	1861	10,500	7,291	1,462	300	9,052	86.21%	1,448			
CERTIFICATED LEAVE USED	1930	-	(9,576)	-	(5,300)	(14,876)	0.00%	14,876			
CLASSIFIED LEAVE USED	1931	-	(8,392)	-	(6,200)	(14,592)	0.00%	14,592			
GROUP LIFE	2100	2,455	2,754	337	337	3,428	139.64%	(973)			
GROUP MEDICAL	2200	513,636	450,019	55,464	53,000	558,483	108.73%	(44,847)			
WORKERS' COMPENSATION	2500	16,249	13,428	3,108	1,576	18,111	111.46%	(1,862)			
UNEMPLOYMENT INSURANCE	2550	2,609	1,882	443	252	2,577	98.77%	32			
SOCIAL SECURITY	2600	12,830	12,804	2,200	423	15,428	120.25%	(2,598)			
MEDICARE	2610	26,176	21,522	5,016	2,530	29,068	111.05%	(2,892)			
CERTIFICATED RETIREMENT	2700	204,143	160,573	39,099	22,150	221,822	108.66%	(17,679)			
PUBLIC EMPLOYEES RETIREMENT	2800	28,716	27,198	3,094	1,282	31,574	109.95%	(2,858)			
CONT.SERVICES - ADMINISTRATION	3010	9,600	9,600	-	-	9,600	100.00%	-			
CONTR. SERVICES-INSTRUCTIONAL	3030	10,000	5,000	-	-	5,000	50.00%	-			
EQUIPMENT REPAIR	3050	200	-	-	150	150	75.00%	50			
CONTRACTED SERVICE-BUILDINGS	3080	-	-	-	-	-	0.00%	-			
LEGAL FEES	3100	5,000	-	-	-	-	0.00%	5,000			
RENTAL-LAND & BUILDINGS	3200	3,169,000	3,057,000	56,000	-	3,113,000	98.23%	56,000			
CONTRACT SVCS, COPIER LEASE	3220	6,433	4,142	468	936	5,546	86.22%	887			
MILEAGE & PARKING IN-DISTRICT	3430	683	467	-	200	667	97.64%	16			
TELEPHONE	3530	5,500	3,540	520	809	4,869	88.53%	631			
REFUSE	3540	818	742	75	-	817	99.86%	1			
TRAVEL OUT OF DISTRICT	3600	5,349	4,991	-	-	4,991	93.30%	358			
OUT-OF-DISTRICT TVL REGISTRATN	3610	205	505	-	-	505	246.34%	(300)			
OTHER REGISTRATION/MEMBERSHIP	3613	518	518	-	-	518	100.00%	-			
UNALLOCATED ADJUSTMENTS	3980	411,033	-	-	-	-	0.00%	128,122			
OFFICE SUPPLIES	4010	2,000	181	-	-	181	9.07%	1,819			
TEXTBOOKS	4020	8,589	8,588	-	-	8,588	99.98%	1			
TEACHING SUPPLIES	4040	83,990	4,790	200	500	5,490	6.54%	47,019			
HEALTH SUPPLIES	4050	500	201	-	-	201	40.21%	299			
MEALS & FOOD	4060	-	-	58	-	58	0.00%	(58)			
CUSTODIAL SUPPLIES	4200	500	14	-	-	14	2.79%	486			
BLDGS/GROUNDS SUPPLIES	4250	750	460	-	-	460	61.38%	290			
EXPENDABLE EQUIPMENT	5400	1,014	1,014	-	-	1,014	99.96%	0			
FURNITURE AND FIXTURES	5415	-	-	-	-	-	0.00%	-			
LIABILITY INSURANCE	6070	14,000	11,121	-	-	11,121	79.44%	2,879			
Total Expenditures		6,400,766	5,308,964	511,782	260,628	6,081,374	95.01%	(0)			
Total working budget		6,400,766									
Less EN budget		31,481									
Total revised budget		6,369,285									
					Total projected carry-over funds		319,392				

Appendix I

ANCHORAGE SCHOOL DISTRICT
Fund05 - Deposits and Withdrawal Summary by Key
Date Range: 07/01/2014 -- 06/30/2015

GL Key	Description	Deposit	Withdrawn	Encumb	Balance
556001	RILKE SCHULE PTA DONATIONS	807.51	494.90	0.00	312.61
556002	RILKE SCHULE STUDENT ACTIVITY	118,343.61	42,429.56	1,304.97	74,609.08
556003	RILKE SCHULE PRIVATE DONATNS	6,249.53	0.00	0.00	6,249.53
556004	RILKE SCHULE INSTR REPLACMT	306.07	0.00	0.00	306.07
556005	R SCHULE SMART START	41,243.32	5,153.49	0.00	36,089.83
556006	R SCHULE HOME WORK CLUB	115,230.23	84,388.95	0.00	30,841.28
556009	R SCH AFTER SCHOOL ACTIVITY	33,314.08	6,660.93	0.00	26,653.15
556010	R SCHULE DRAMA CLUB	20,313.42	3,139.57	0.00	17,173.85
556011	R SCHULE ORFF ENSEMBLE/MUSIC	12,103.86	1,255.26	0.00	10,848.60
556012	RILKE SCHULE STUDENT GOVERNMT	623.00	0.00	0.00	623.00
556013	RILKE SCHULE TRAVEL CLUB	992.02	0.00	0.00	992.02
556014	RILKE SCHULE LUNCH DONATIONS	281.50	0.00	0.00	281.50
556015	RILKE SCHULE BLDG MAINT	1,000.00	1,255.65	0.00	-255.65
Grand Total:		350,808.15	144,778.31	1,304.97	204,724.87

Appendix K

LEASE AGREEMENT
FOR
COMMERCIAL REAL PROPERTY

This Lease Agreement for Commercial Real Property ("Lease") is made and entered into by and between Kiska CS, LLC, an Alaska limited liability company whose address is 425 G Street, Suite 210 Anchorage, Alaska 99501 ("Owner"), and the RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES, a charter school organized pursuant to AS 14.03.250 *et.seq.*, whose address is 2511 Sentry Dr. Suite 100 Anchorage, Alaska 99507 ("Lessee").

Owner and Lessee Agree as follows:

ARTICLE I.
LEASED PREMISES

1.1 Owner, for and in consideration of the rents, terms and conditions of this Lease, does hereby lease to Lessee and Lessee hereby leases from Owner, subject to the terms and conditions of this Lease, and conditioned upon the completion of the Building, as defined below, the real property and newly constructed commercial building located in Anchorage, Alaska, further described as follows:

This property is legally defined as W1/2, NW ¼, SW ¼, NE ¼, Sec 5, T12N, R3W, Seward Meridian, in the Anchorage Recording District, Third Judicial District, state of Alaska and an approximately 39,500 gross square foot building constructed in accordance with the RIM Architect's 65% construction drawings dated 4/4/2014; civil drawings dated 9/05/2014; electrical drawings dated 1/30/2015; and mechanical drawings dated 1/30/2015; and attached hereto as Exhibit "A" (the "Building") and finalized pursuant to Section 8.1 of this Lease. The property is depicted on Exhibit B.

The property and Building shall be referred to herein as the "Leased Premises."

1.2 Lessee, upon paying the rent, and performing all of the terms and covenants on its part to be performed, shall peaceably and quietly enjoy the Leased Premises subject to the terms of this Lease and to any deed of trust or mortgage to which this Lease is subordinated.

Appendix K

ARTICLE II.
TERM

2.1 Initial Lease Term. The initial term of this Lease shall commence September 1, 2015 or the later date by which the Leased Premises is delivered to Lessee for occupancy pursuant to Section 2.2 (“Commencement Date”) and shall continue to August 31, 2025 (“Initial Lease Term”), unless sooner terminated as provided in this Lease and unless extended pursuant to any written modification of this Lease between the parties or pursuant to the terms of this Lease.

2.1.1 Lessee covenants that it shall promptly, upon execution of this Lease, apply for and diligently pursue a renewal or extension of the term of its charter, for approval by the Anchorage School Board and the Alaska Department of Education and Early Development, to be effective September 1, 2015. Lessee further covenants that during the Initial Lease Term it shall not seek or apply to relocate its school to an alternate location.

2.1.2 Lessee is leasing the Leased Premises for operations as the Rilke Schule German School of Arts and Sciences, a public charter school. Owner agrees that notwithstanding any provision in this Lease to the contrary, Lessee shall have the right to terminate this Lease without further financial or other obligation of the Lessee, the Rilke Schule German School of Arts and Sciences Academic Policy Committee, its members and former members, or the Anchorage School District, in the event of a lack of appropriation/funding for the Lessee or in the event of expiration or termination of the Lessee’s authorization to operate as a charter school. No financial obligation on the part of the Lessee beyond a current fiscal year (July 1 - June 30) shall exist under this Lease unless and until an appropriation and allocation of funds to be expended on this Lease for the following fiscal year is made. Owner understands and agrees that it is not an intended beneficiary of the contract between the Lessee and the Anchorage School Board under which the Lessee is authorized to operate as a charter school. Owner acknowledges that the Lessee operates under an annual program budget determined in accordance with AS 14.03.255(a), AS 14.03.260, and AS 14.17.250 and that the Anchorage School District has no obligation to provide funds for the Lessee’s operations in excess of such annual program budget. Therefore, Owner and Lessee agree in no event shall the Anchorage School District be liable to Owner or Lessee, directly or indirectly, for any obligation or liability in connection with this Lease and the property, as an alleged third party beneficiary

of the contract between the Lessee and the Anchorage School Board or otherwise, in excess of the annual program budget provided to the Lessee pursuant to and in accordance with AS 14.03.255(a), AS 14.03.260, and AS 14.17.250, notwithstanding any provision in this Lease to the contrary. For the avoidance of doubt, Owner and Lessee agree they will not look to the Anchorage School District for any funding in excess of the Lessee's annual program budget for this Lease, the property furnished in connection with this Lease, or to remedy any default under this Lease.

2.2 Non-completion of Building. If Owner determines the Leased Premises will not be completed and delivered to Lessee for occupancy by September 1, 2015, at Owner's option, Owner may give notice of its intent to extend the commencement date to October 1, 2015 by giving written notice to Lessee on or before July 1, 2015. Should the Leased Premises not be delivered for occupancy by Lessee by October 1, 2015, then Owner shall provide Lessee suitable classroom space at an alternative location at Owner's cost and one time moving expenses to or from such space. In addition, Owner shall provide Lessee suitable storage for any personal property Lessee elects not to relocate to such temporary classroom space. In the event the Leased Premises are not delivered to Lessee by September 1, 2015, Owner and Lessee shall execute a written amendment to this Lease setting forth the commencement date.

2.3 Extension Options. Provided that the Lessee is not, at the time of exercising each of the options granted herein, in default under this Lease, Lessee shall have the following options to extend the term of this Lease. Lessee shall have one (1) ten (10) year option to extend and subsequently four (4) five (5) year options to extend. For each option, Lessee must notify Owner in writing of Lessee's decision to exercise an extension option at least one hundred twenty (120) days prior to the end of the then-existing term. For the first ten (10) year extension term, the rent shall be as set per paragraph 3.2. For the subsequent extension terms, the rent shall be equal to the fair market value rent for the Leased Premises, including repairs made by Lessee as required by this Lease, but excluding the value of any alterations, improvements, additions or fixtures added by the Lessee at Lessee's expense. Owner shall, within twenty (20) days after receipt of Lessee's notice for a five-year extension term, propose a fair market value rent payment for such five (5) year term by written notice to Lessee. Any alterations, improvements, additions or fixtures added by the Lessee, at Lessee's expense, shall not be included in the fair market value rent.

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If Lessee elects to either accept the proposed rent or to negotiate that amount, Lessee shall so notify the Owner within forty-five (45) days after receipt of Owner's notice. If Lessee does not respond within that time, the rent for the extension term shall be the amount stated in Lessor's notice. If Owner and Lessee are unable to agree upon the fair market value rent for the extension term within 50 days prior to the commencement of the extended term, the fair market rental value shall be determined by an MAI appraiser acceptable to both Owner and Lessee not later than the commencement of the extended term. If no such appraiser is mutually acceptable to Owner and Lessee, such appraiser shall be appointed by an MAI appraiser acceptable to Owner and an MAI appraiser acceptable to Lessee. The cost of such appraisal shall be borne by the party whose proposed fair market rental value is furthest from the fair market rental value submitted by the appointed MAI appraiser. The determination of the MAI appraiser shall be binding upon the parties.

2.5 Contingencies. The obligations of Owner and Lessee under this Lease shall be contingent upon the timely occurrence of each of the following conditions precedent:

2.5.1 Intentionally Deleted.

2.5.2 The Owner's receipt of a commitment for financing, satisfactory to the Owner in its sole discretion on or before March 1, 2015, in an amount necessary to construct the Building and achieve the lease rate detailed herein.

2.5.3 Approval by Owner and Owner's lender of an appraisal, ordered by Owner's lender, which meets the requirements of the loan commitment.

2.6 Termination for Failure of a Contingency. Either party may give notice to the other party of termination of this Lease if, despite good faith efforts, there has been a failure of one or more of the conditions precedent in Section 2.5 to be timely satisfied—unless the time has been extended by agreement of the parties. In the event of termination for the failure of any of the conditions precedent set forth in Section 2.5, the Lessee's Contribution, made pursuant to Section 3.4 of this Lease, shall be returned to Lessee, as provided in Section 3.4 of this Lease. Other than the return of the Lessee's Contribution, no party shall have any further obligations to the other for termination for failure of a condition precedent set forth in Section 2.5.

ARTICLE III. RENT

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3.1 Monthly Rent. Lessee shall pay rent for the use and occupancy of the Leased Premises in the amount of SIXTY-ONE THOUSAND and FIVE HUNDRED and no/100 DOLLARS (\$61,500) per month, without demand or any right of set-off (the "Rent"); provided that, the Rent shall be reduced if Owner and Lessee reduce the construction and development cost below \$12,500,000 or if Lessee contributes additional funds to reduce the Rent beyond those specified in Section 3.4. All Rent shall be paid to Owner at the address set forth in the notice clause or as changed from time to time in writing. In the event of any such reduction in the Rent, Owner and Lessee shall execute a written amendment to this Lease setting forth the Rent for the Initial Lease Term.

3.2 Increases to Rent. On the ten year anniversary of the Commencement Date (September 1, 2025 unless otherwise extended pursuant to Section 2.2), and each calendar year anniversary thereafter, monthly Rent shall be increased by 2% over the monthly Rent in effect during the preceding year. This escalation shall apply to establish the Rent for the first ten year option to extend the Lease term, if exercised. Thereafter, Rent for any subsequent extension terms shall be determined as provided in Section 2.3.

3.3 Initial Rent. The first Rent payment shall be due on the Commencement Date and future payments shall be due in monthly installments payable in advance on or before the first of the month.

3.4 Lessee Contribution. Lessee shall make cash contributions to the Owner to be used by the Owner for construction of the Building and improvement of the Leased Premises. First, within seven (7) days of the execution of this Lease, Lessee shall make a one-time payment to Owner in the amount of TWO MILLION SIX HUNDRED THOUSAND and no/100 DOLLARS ("Lessee's First Contribution") into an interest bearing trust account established by Owner's construction lender. Lessee shall make an additional payment to Owner in the total amount of SIX HUNDRED THOUSAND and no/100 DOLLARS ("Lessee's Second Contribution") into an interest bearing trust account established by Owner's construction lender. Lessee's Second Contribution shall be paid within seven (7) days of the Commencement Date of this Lease. Lessee's First Contribution and Lessee's Second Contribution are referred to in this Lease as "Lessee's Contribution," Owner understands and agrees that a portion of Lessee's Contribution is funded by Rilke Schule, Inc. in exchange for Owner granting Rilke Schule, Inc. an option to purchase the Leased Premises upon terms set forth in a separate agreement between Owner and Rilke Schule, Inc. On the closing date of

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the Owner's construction loan, Lessee's Contribution shall be used by the construction lender to fund construction loan draw requests made by Owner BUT ONLY AFTER the construction lender has first exhausted the use of any Owner's equity contribution as may be required by the construction loan agreement. Thereafter, the balance of the construction draws shall be funded by the construction loan proceeds or in the absence of said loan proceeds by additional equity contributions of the Owner. Should the construction loan closing not occur by April 30, 2015, or should this Lease terminate pursuant to Section 2.6 Lessee's Contribution shall be returned to Lessee inclusive of any interest earned.

3.5 Return of Lessee's Contribution Upon Owner's Default. If this Lease terminates as a result of Owner's default at any time prior to the twentieth (20th) anniversary of the Commencement Date, Owner shall pay to Lessee an amount equal to that number which is the amount of Lessee's Contribution multiplied by the ratio of ((the number of months between the date of such termination and the twentieth (20th) anniversary of the Commencement Date)/240).

ARTICLE IV. COMMITMENT TO SEEK APPROPRIATIONS

4.1 Owner and Lessee acknowledge that payment of Rent during the term of this Lease, including any extension terms, and other monetary obligations under this Lease are subject to the appropriation by the State of Alaska, Municipality of Anchorage, and the Anchorage School District. In consideration for this Lease, Lessee agrees as an element of good faith and fair dealing to timely submit requests for such appropriations, to take steps to support and recommend passage of said appropriations, and to avoid taking such actions as would impair, obstruct or discourage passage of said appropriations.

ARTICLE V. REPRESENTATION AND WARRANTIES

5.1 Owner's Representations.

5.1.1 Owner represents and warrants that Owner is a duly organized, validly existing, legal entity in good standing and qualified to do business in Alaska, with no proceedings pending or contemplated for its dissolution or reorganization, voluntary or involuntary.

5.1.2 Owner represents and warrants that there is no hazardous substance in, under or about the Leased Premises or the Building which requires response, removal or remediation under any applicable law and that there exist no violations of any laws, or rules or regulations with respect thereto. The Building shall not contain asbestos containing materials. Owner shall supply to Lessee any documentation required, and to allow any inspections required, if any, to permit compliance with the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 *et. seq.*, and the Alaska Asbestos Health Hazard Abatement Program, AS 18.31.010 *et. seq.*

5.2 Lessee's Representations.

5.2.1 Lessee represents and warrants that Lessee is a charter school duly organized under the laws of the state of Alaska, AS 14.03.250 *et. seq.* with no proceedings pending or contemplated for its dissolution or reorganization, voluntary or involuntary, and has taken all steps necessary to authorize and enter into this Lease.

5.2.2 This Lease is binding and enforceable against the Lessee in accordance with its terms.

ARTICLE VI.
USE

6.1 Permitted Uses. The Leased Premises shall be occupied only by Lessee (unless otherwise permitted under Article XIII) and used for operation of a public charter school, including but not limited to general office purposes, administrative and educational activities, athletic and community activities, conferences, public meetings, training sessions, fundraising, child care and educational camps and student activities. No act shall be done in or about the Leased Premises that is unlawful.

6.2 Compliance with Laws. Lessee shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance. Lessee shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any municipal, state, federal or other governmental law, ordinance, rule or regulation. Lessee will cooperate with Owner reasonably to address and resolve any complaints by or alleged disturbance of neighbors.

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6.3 Hazardous and Toxic Substances. Lessee agrees that so long as this Lease shall remain in effect, the Leased Premises shall NOT be used in or for the generation, manufacture, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations including AS 46.08. To the extent allowed by law, Lessee agrees to fully defend, indemnify, and hold harmless Owner against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease. Lessee may store and use hazardous or toxic substances in reasonable quantities solely for its own operations as long as such storage and use is done in a safe manner in accordance with all local, state and federal regulations.

6.4 Inspection. Lessee has the option to conduct an environmental assessment of the Leased Premises on or before taking occupancy. If hazardous or toxic substances are found to be present before or during construction, the Owner shall mitigate the property such that it conforms to all Anchorage School District, Municipality of Anchorage, state and federal requirements for occupancy as a school.

ARTICLE VIII. MAINTENANCE, REPAIRS AND ALTERATIONS

7.1 Lessee's acceptance of the Leased Premises. Prior to occupancy, upon notice of substantial completion, and invitation for a punch list inspection by Owner as set forth in Section 8.2, Lessee will inspect the Leased Premises, including the Building, to determine that it is in compliance with the plan drawings approved by Lessee and meets Anchorage School District requirements for Lessee's use as a public school. Any punch list items will be noted and cured by Owner and its contractor within thirty (30) business days, or if weather dependent, then as soon as reasonably possible. If, notwithstanding completion of the punch list items, Lessee maintains the Leased Premises are not compliant with the drawings and do not meet Anchorage School District requirements for use as a public school, then Lessee shall notify Owner in writing of deficiencies for remediation by Owner at Owner's expense. Owner shall promptly correct or remediate such deficiencies. Failure to remediate deficiencies in a reasonable time shall be considered default by Owner under this Lease. The later to occur of (i) Lessee's inspection and acceptance; (ii) Owner's completion of punchlist items; or

(iii) correction or remediation by Owner of any deficiencies identified by Lessee shall be the "Completion Date".

7.2 Owner's Obligations for Repair after Occupancy. For a period of one (1) year from the date of substantial completion as evidenced by the date of the conditional certificate of occupancy issued by the Municipality of Anchorage, Owner, through its contractor, will provide warranty repairs of all defective work and of all the systems through-out the Building consistent with the contractor's and manufacturer's warranties, which warranties shall include, at minimum, a warranty from Owner's contractor against defects in materials and workmanship for one (1) year from the date of substantial completion. After the end of the warranty period, Owner shall keep the foundation, roof, outer walls, the structural components of the Building and all plumbing, pipes, conduit and all other utility facilities, and removal of snow from roof when Owner determines loading is exceeded, located outside the Building but serving the Building, and located on the Leased Premises, in good repair and condition for continued use as a public school. The term "walls" as used herein shall not include windows, glass or plate glass, doors, special store fronts or office entries. Without limitation, Owner will be responsible for repair and replacement of the plumbing, sewer line, elevator, electrical systems, the HVAC system, and fire and safety systems, within the Building, if repairs are not due to neglect or lack of regular scheduled maintenance on the part of the Lessee. Repair of paved surfaces due to subsidence or settling shall be Owner's responsibility, unless such settling or subsidence is due to the failure of Tenant to properly repair and maintain the paved surfaces. Lessee shall promptly give Owner written notice of any defect or need for repairs, after which Owner shall have a reasonable opportunity and time to repair same or cure such defect.

7.3 Lessee's Repair and Maintenance Obligations. Lessee shall be solely responsible for the replacement, repair, and maintenance of all improvements not allocated to Owner under Section 7.2 above. Lessee shall, at its sole expense, maintain and keep in good order and repair the Leased Premises including snow and ice removal (roof excepted) and landscaping, windows, glass and plate glass, doors, any special office entry, interior walls and finish work, floor covering, plumbing work and trade fixtures, regular removal of trash and debris, and keeping the premises in a clean and sanitary condition. Without limitation, Lessee will be responsible for regular scheduled maintenance contracts of the elevator, the HVAC system, and fire and safety systems, within the Building. Lessee shall maintain a log of all repairs and maintenance. Lessee shall maintain in good condition and, when necessary, shall repair or replace damage to the common areas,

alleys, driveway, landscaping, parking areas and paving, excepting normal wear and tear or damage caused by defects in the construction of the Building. Lessee shall undertake normal and customary preventative maintenance, e.g., sealing cracked pavement, surface coating paved surfaces,

7.4 Lessee's Obligations. Except as limited under Section 5.1.2, Section 7.1, Section 7.2 and Section 8.1, Lessee, at Lessee's expense, shall comply promptly with all applicable laws, ordinances and regulations governing the use of the Leased Premises. Lessee's obligation to repair any damage caused by fire, tornado, or other casualty shall be governed by the insurance obligations set forth herein, except that Lessee shall be obligated to repair all wind damage to glass except with respect to tornado or hurricane damage. Lessee shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole cost and expense, promptly repair any damage or injury to any demising wall caused by Lessee or its employees, agents, licensees or invitees (reasonable wear and tear excepted).

7.5 Owner's Rights. If Lessee fails to perform Lessee's obligations under Section 7.3 or 7.4 hereof, upon written notice by Owner setting forth the deficiencies, the Lessee shall cure such deficiencies within thirty (30) days, or if the deficiency cannot be cured within thirty (30) days shall commence such cure within thirty (30) days and shall work diligently to complete the cure, and provide confirmation to the Owner of such correction. If the Lessee fails to correct the deficiency in accordance with the preceding sentence, the Owner, at its option, may, after giving ten (10) days' written notice, enter the Leased Premises and undertake such repairs as necessary to cure the deficiencies. Lessee shall pay the reasonable cost of Owner's repair within fifteen (15) days of receipt of an invoice from Owner and such charge shall be deemed as an installment of additional rent due under this Lease.

In the event of emergencies, where in Owner's judgment there exists a present or imminent danger of loss or damage to the Leased Premises such as, but not limited to fire, flood, acts of God, or loss of heat, Owner may immediately enter upon the Leased Premises to stop or prevent waste, damage or loss to the Leased Premises.

7.6 Alterations and Additions. Lessee shall not, without the prior written consent of Owner, make any alterations, improvements, additions, utility installations (including power panels) in, on or about the Leased Premises. Any such alterations, additions and improvements consented to by Owner shall be

made at Lessee's expense. All work performed is to be completed in a good workmanlike manner and in conformance with all applicable government regulations. Lessee shall secure all required permits, approvals, inspections and final acceptance required in connection with such work, and shall hold Owner harmless from all liability and liens resulting therefrom. Notwithstanding the foregoing, Owner's consent is not required for non-structural alterations costing less than Twenty Five Thousand Dollars (\$25,000) provided such alterations are in compliance with the above-stated stipulations.

7.6.1 Once Owner provides consent to an alteration, improvement, addition, or utility installation paid for by the Lessee, the alteration, improvement, addition or utility installation becomes a permanent change to the Leased Premises and Lessee shall not be required to remove the alteration, improvement, addition or utility installation and restore the Leased Premises to its original configuration upon the expiration or termination of this Lease.

7.6.2 Unless Owner requires their removal, all alterations, improvements, additions or fixtures, other than Lessee's trade fixtures such as white boards, cork boards, projectors, and other instructional aids, shall become the property of Owner and be surrendered with the Leased Premises upon the expiration or termination of this Lease.

7.6.3 Any alterations, improvements, additions, utility installations, or fixtures added by the Lessee to the Leased Premises, at Lessee's own expense, shall not add to the net rentable building space for purposes of determining Rent.

7.7 Notice of Little Davis Bacon. The parties recognize that construction, renovations and the like to the Leased Premises, totaling more than Twenty Five Thousand Dollars (\$25,000) and paid for with public funds, are subject to the provisions of Title 36. A.S. 36.95.010(s) "public construction or 'public works' means the on-site field surveying, erection, rehabilitation, alteration, extension or repair, including painting or redecorating of buildings, highways, or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board with respect to an education facility under AS 14.08.161."

ARTICLE VIII. IMPROVEMENTS BY OWNER

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8.1 Construction Documents. The Building shall be constructed in accordance with plans and submittals (“Construction Documents”) approved by Lessee, and in accordance with all applicable laws, regulations, and codes. The building shall be ADA-compliant and will meet any other specific standards for public schools. Owner shall, at its sole cost and expense, using RIM Architects (“Architect”), develop plans and submittals of the Building which shall include green school and energy efficient standards. Owner shall apply for all building permits and approvals required by any governmental authorities having jurisdiction over the Leased Premises. The approved architectural layout shall be initialed by the parties and is attached as Exhibit A. The final plans will be initialed and added by amendment to this Lease when 100% completed and approved for construction; the final plans will materially comply with the 65% plans attached hereto as Exhibit A except for matters required by code compliance, agreement of the parties, or to correct design errors.

8.2 Inspections. Lessee shall be allowed entry onto the Leased Premises in order to inspect the Leased Premises in order to insure proper installation and use thereof. Lessee acknowledges that prior to completion the premises will be a construction site. Any entry into the construction site will need to be coordinated with the on-site superintendent and any person entering the site will be required to adhere to the construction safety requirements established for the site. Upon notice of the proposed occupancy date, Lessee, along with the Architect, and Owner shall undertake a punch list inspection of the Leased Premises. Lessee shall deliver its punch list for correction to Owner no later than seven (7) business days from notice by the Owner that the Premises are ready for occupancy and Owner shall arrange for its correction within thirty (30) business days of delivery of the punch list. Owner shall prior to delivery of the Leased Premises to Lessee, perform the construction of the Building in accordance with the construction documents and in good and workmanlike manner.

8.3 Ten Year Improvements. On the tenth anniversary of the Commencement Date, the Owner and Lessee shall provide a repair or replacement of systems or finishes as shall be mutually agreed to by both Owner and Lessee, the cost of said improvements shall be paid for by Owner, unless agreed to otherwise, and the Owner shall be entitled to a commensurate adjustment of rent, in addition to any other adjustments provided for herein, to fund such improvements. Any rent adjustment shall be based on the Owner’s actual cost to finance such improvements by a lender plus, if needed, no more than an 8% annual rate of return on any cash obligations of the Owner to effect said financing.

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8.4 Ownership. From and after the Effective Date, the Owner is and shall be deemed to be the owner of the Building, the Leased Premises and any improvements thereon from time to time, except as otherwise agreed by Owner and Lessee in writing.

ARTICLE IX.
INSURANCE; INDEMNITY

Each party shall, at times, during the term of this Lease, and at each party's respective expense, maintain and keep insurance coverage as provided below.

9.1 General Liability Insurance.

9.1.1 Lessee shall maintain in effect throughout the term of this Lease, commercial general liability insurance covering the activities, functions, and operations activities of the Lessee on the Leased Premises, which are the subject matter of this Lease. Such insurance shall be in a coverage amount of not less than Two Million Dollars (\$2,000,000) general aggregate and Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage. It is specifically agreed that such insurance shall specifically name the Owner, in addition to the Lessee, as named insured on the policy of insurance.

9.1.2 Owner shall maintain, in effect throughout the term of this Lease, commercial general liability insurance covering the activities, functions, and operational activities of the Owner of the Leased Premises, which are the subject matter of this Lease. Such insurance shall be in a coverage amount of not less than Two Million Dollars (\$2,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage. It is specifically agreed that such insurance shall specifically name the Lessee, in addition to the Owner, as named insured on the policy of insurance; however, Lessee's policy shall be primary in the event any demand is made upon the policies. Owner's insurance shall be at the sole expense of the Owner.

9.2 Indemnification. The Owner and Lessee agree to reciprocal indemnification as follows:

9.2.1 Lessee's Indemnification of Owner (Lessee's Fault or combined Fault of both Lessee and Owner). Owner shall not be liable for any loss, injury, death, or damage to persons or property which at any time, after Lessee takes possession of the Leased Premises, may be suffered or sustained by any property

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which, or person who, may at any time be using or occupying or visiting in, on, or about the Leased Premises in relation to the activities of the Lessee. Lessee's liability and Owner's non-liability, under this paragraph, includes such loss, injury, death or damage as shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Lessee or negligence of occupant, visitor, or user of any portion of the Leased Premises who has come to the Leased Premises by reason of the activities of the Lessee, and including the event of the combined negligent acts and omissions of both Owner and Lessee. To the extent allowed by law, Lessee shall defend, indemnify and hold Owner harmless against any and all claims, liability, loss or damage on account of any and all such loss, injury, death or damage as set forth above.

9.2.2 Owner's Indemnification of Lessee (Owner's Fault). Prior to the date Lessee takes possession of the Leased Premises, Lessee shall not be liable for any loss, injury death, or damage to persons or property which at any time may be suffered or sustain by any property which, or person who, may at any time be using or occupying or visiting in, on, or about the Leased Premises in relation to the activities of the Owner during construction. Owner's liability and Lessee's non-liability, under this paragraph includes such loss, injury, death or damage as shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Owner or any occupant, visitor, or user of any portion of the premises who has come to the premises by reason of the activities of the activities of the Owner and including the event of the combined negligent acts and omissions of both Owner and Lessee during construction. Owner shall defend, indemnify and hold Lessee harmless against any and all claims, liability, loss or damage on account of any and all such loss, injury, death or damage as set forth above.

9.3 Casualty Loss (Fire) Insurance with Reciprocal and Mutual Waiver of Subrogation.

9.3.1 Lessee's Casualty (Fire) Insurance. Beginning on the Commencement Date, the Lessee agrees to maintain extended all risk, including the hazards of earthquake and flood, casualty loss insurance on the Building, the contents of the building and Lessee's personal property, improvements, and equipment located in, on, or about the Leased Premises, and the improvements to the property for the full insurable replacement value of the Leased Premises, together with insurance against vandalism and malicious mischief. The policy shall name Owner and Lessee as loss payees and shall be paid into an account administered and controlled by Owner who, subject to Section 10.1, shall use the

funds to repair or rebuild the Building considering the requirements to restore its use as a school, and to replace any of Lessee's tenant improvements and personal property. The casualty policy will have a twelve month rental and business interruption endorsement as well to cover the rent obligations under this Lease during any period of repair. The policy may not have a deductible in excess of \$50,000 except for the earthquake and flood endorsement, which shall bear a minimum 5% loss deductible.

9.3.2 Owner's Casualty Insurance. Prior to the Commencement Date, the Owner agrees to maintain "All-risk" builder's risk insurance for the full insurable value of the work (including all stored material and equipment). This insurance shall include the interests of Owner and Lessee (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the work and shall insure against physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If any materials or equipment will be stored offsite or will be in transit to the job site and are not covered under said "all-risk" builder's risk insurance, then Owner shall effect and maintain similar property insurance on such materials and equipment.

9.3.3 Lessee's Waiver of Subrogation. The Lessee releases and relieves the Owner and waives the right of recovery against the Owner for loss or damage to Lessee's property which loss or damage is covered and/or included in the Lessee's casualty insurance, whether due to the negligence of the Owner, its agents, or employees.

9.3.4 Owner's Waiver of Subrogation. The Owner releases and relieves the Lessee and waives the right of recovery against the Lessee and waives the right of recovery against the Lessee for loss or damage to Owner's property which loss or damage is covered and/or included in the Owner's casualty insurance, or builder's risk insurance, whether due to the negligence of the Lessee, his agents, or employees.

9.4 Loss Adjustments/Certificates of Insurance

9.4.1 Loss adjustment, under the general liability, property and builder's risk insurance policies referred to above, shall be undertaken by Lessee or Owner in coordination with and participation of the other party, to the extent of each other's interest. Certificates of Insurance showing the applicable coverage as required pursuant to the terms of this Lease shall be provided to each party annually and upon renewal and each party shall be entitled to a minimum 20 day

notice of cancellation. The cost of any and all insurance required of either party by the terms of this Lease shall be carried and paid by that party. Any insurance proceeds recovered by reason of damage to or destruction of the Leased Premises or improvements on the Leased Premises shall be used to repair, restore or replace improvements so damaged or destroyed and/or to construct additional improvements.

9.4.2 Discharge of Liens by Lessee. If at any time during the tenancy, any liens under any claim or right or statute, or any chattel mortgages, conditional bills of sale, or other consensual liens shall be filed against the liens shall be filed against the Leased Premises or any part of the Leased Premises based on acts or omissions of the Lessee or its agents, the Lessee shall, at its own cost and expense, immediately obtain the discharge of those liens by payment, bond or otherwise, as provided by law. Nothing herein contained shall in any way prejudice the rights of the Lessee to contest any lien, final judgment or decree. The Lessee shall also defend the Owner, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien, chattel mortgage or conditional bill of sale, and shall pay any damages, satisfy and discharge any judgment entered in such an action, suit or proceeding and otherwise save and hold harmless the Owner from any liability, claim or damage resulting therefrom.

9.4.3 If the Lessee defaults in its obligations as set forth above in regard to obtaining the discharge of any such lien, chattel mortgage or conditional bill of sale, the Owner without further notice, may procure and discharge that lien by bond, payment, or otherwise and all costs and expenses which the Owner may incur in obtaining the discharge of that lien or judgment shall be paid by the Lessee to the Owner as additional rent in accordance with the provisions of this Lease.

ARTICLE X.

DAMAGE OR DESTRUCTION – REPAIR AND RESTORATION

10.1 Destruction. If through an act of God or fire, or the elements, or other casualty, the Leased Premises are totally destroyed, or are rendered unsuitable for the Lessee's school operations, at Owner's or Lessee's written election, provided within thirty days after such event, the Building shall be rebuilt pursuant to the insurance provisions of this Lease or this Lease shall terminate automatically as of the date of such election. Lessee shall assign all insurance proceeds to Owner upon its election to terminate, even such proceeds attributable to Lessee's personal

Appendix K

property, until 110% of the outstanding balance of the mortgage obtained to construct or improve the Leased Premises is paid. Thereafter, if the Lease terminates under this Section prior to the twentieth (20th) anniversary of the Commencement Date, insurance proceeds shall be paid to Lessee in an amount equal to Lessee's Contribution multiplied by the ratio of ((the number of months between the date of destruction and the twentieth (20th) anniversary of the Commencement Date)/240). Thereafter, or if the Lease terminates under this Section after the twentieth (20th) anniversary of the Commencement Date, the proceeds shall be paid in accordance with each party's interest in the insurance proceeds. Lessee, however, shall remain liable for all sums owed as of the date of termination including Rent which shall accrue until termination.

10.2 Damage. If through an act of God or fire, or the elements or other casualty, the Leased Premises are damaged but rendered un-tenantable in part only such that Lessee is able to continue to use the Leased Premises to operate a public school, and the Leased Premises can be restored within ninety days of the date of the damage, Owner shall within a reasonable period of time not to exceed ninety days without written consent of Lessee cause the damage to be repaired, however, rent shall not abate during such repair period. Lessee shall assign all insurance proceeds to Owner as required to undertake the repair. If Owner does not cause the damage to be repaired within a reasonable time not to exceed ninety days without written consent of Lessee, then Lessee may elect to undertake such repairs and to file a lien against the Leased Premises until such costs are repaid by Owner or remitted from the insurance proceeds. In addition, Rent shall be abated, in proportion to the amount of the Leased Premises rendered un-tenantable, during the period from the date of damage to the date the portion of the Leased Premises is rendered tenantable.

10.3 Vandalism. Lessee shall be responsible for repairing internal and external damage to the Leased Premises resulting from vandalism, including graffiti.

ARTICLE XI TAXES

11.1 Payment by Lessee. Lessee will pay to the appropriate governmental body all actual real property taxes and assessments for the Leased Premises. In the event taxes are assessed for periods when Lessee did not occupy the Leased Premises or have full use of the Leased Premises per Article X, Lessee will pay a pro-rata portion of the taxes and assessments, if any, relating to occupancy of the

premises. Lessee shall be liable for one hundred percent (100%) of any property tax increases during its occupancy of Leased Premises.

11.2 Personal Property Taxes. Lessee shall pay any personal property taxes when due; however, the parties anticipate that Lessee shall be exempt from such obligation and Owner shall work with Lessee to secure such tax exempt status.

ARTICLE XII.
UTILITIES

12.1 During the terms of this Lease, Lessee shall pay all charges and deposits for gas, electricity, water, sewer, refuse, janitorial and snow and ice removal from all areas not including roof or structural components. Lessee shall pay all charges and deposits for telephone, data, and any other utilities or services supplied to the Leased Premises. If any such utilities or services are not separately metered to Lessee, Lessee shall pay its pro-rate share as mutually agreed by both parties. Lessee agrees to transfer all utilities to Lessee's name on the day of occupancy.

ARTICLE XIII
ASSIGNMENT AND SUBLETTING

13.1 Owner's Consent Required. Lessee shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber any part of Lessee's interest in this Lease or in the Leased Premises without Owner's prior written consent, such consent, not to be unreasonably withheld. Any attempted assignment, transfer, encumbrance or subletting without such consent shall be void. Consent is hereby provided for short-term or after hours subletting to school and community organizations and for activities consistent with Paragraph 6.1.

13.2 No Release of Lessee. Lessee shall remain primarily responsible to pay the rent and to perform all the Lessee's other obligations under this Lease. Consent to one assignment or subletting shall not be deemed consent to any release or any subsequent assignment or subletting.

ARTICLE XIV
TERMINATION

14.1 The Lessee, upon the expiration or termination of this Lease shall peaceably and quietly deliver up to the Owner, its successors or assigns, the Leased Premises described in this lease in clean and as good condition as when possession was tendered, normal wear and tear excepted. Lessee shall return all keys to Owner on termination.

ARTICLE XV.
DEFAULTS, REMEDIES

15.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

15.1.1 Abandonment of the Leased Premises which abandonment continues for at least thirty (30) days after written notice thereof to Lessee.

15.1.2 Failure by Lessee to make any payment as required and when due and such failure continues for a period of ten (10) days after written notice from Owner.

15.1.3 Failure by Lessee to observe or perform any of the covenants, conditions or provision of the Lease, other than making of any payment, where such failure shall continue for a period of thirty (30) days after written notice from Owner; provided that, if the nature of Lessee's obligation is such that more than thirty (30) days are required for performance, Lessee shall not be in default if Lessee commences performance within thirty (30) days of Owner's written notice and thereafter completes Lessee's performance within a reasonable time. The Lessee will provide a written estimate of the anticipated time at the time of notice.

15.1.4 The making by Lessee of any general assignment or general agreement for the benefit of creditors.

15.1.5 The filing by or against Lessee of a petition in bankruptcy, including reorganization or arrangement, unless, in the case of a petition file against Lessee, the same is dismissed within thirty (30) days after filing.

15.1.6 The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this lease.

15.2 Remedies. In the event of any such material default or breach, Owner, at any time with or without notice or demand; without waiving or limiting any other right or remedy, may choose, at its sole discretion, any one or more of the following remedies:

15.2.1 May obtain an order of eviction through the proper legal authority.

Appendix K

15.2.2 Rent the Leased Premises or any part thereof for the account of Lessee upon such terms and conditions and for such period as Owner may consider advisable, either with or without any equipment or fixtures that may be situated in or on the Leased Premises. Owner shall apply the rents received from re-renting first to the expenses of re-renting, including any necessary renovation and alteration, reasonable attorney's fees and any real estate commission actually paid. Owner shall apply any remaining rent toward payment of all sums due or become due to Owner hereunder. Owner shall retain any remaining portion of the rent.

15.2.3 Owner's re-entry shall not terminate this Lease unless Owner gives written notice of an intention to terminate.

15.2.4 Upon termination within the current Lease, the Lessee shall remain liable for the money rent due until the Owner releases the Lessee, together with the reasonable expenses incurred by the Owner in releasing the Leased Premises and the difference, if any, between the rent the Owner would have collected from Lessee through the end of the initial Term and the amounts collected by Owner from the new Lessee(s).

15.2.5 Enforce by legal proceedings or otherwise any covenant or condition or term of this Lease and collect all damages.

15.2.6 In the event of termination for reasons not already addressed above, Lessee shall surrender possession of said Leased Premises immediately and shall pay Owner all damages Owner may incur by reason of Lessee's default, including the cost of recovering possession of the Leased Premises.

15.2.7 Subject to the provisions of Section 2.1 of this Lease each remedy provided in this Lease is distinct and cumulative to all other rights or remedies under this Lease or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

15.3 Default by Owner. Owner shall not be in default unless Owner fails to perform its obligations within thirty (30) days after written notice by Lessee specifying wherein Owner has failed to perform. If the nature of Owner's obligation however is such that more than thirty (30) days are required for performance, Owner shall not be in default if Owner commences performance within thirty (30) days of Lessee's written notice and thereafter completes

Appendix K

Owner's performance within a reasonable time. The Owner will provide a written estimate of the anticipated time at the time of notice.

ARTICLE XVI. CONDEMNATION

16.1 If all of the Leased Premises are taken, or if any part of the Leased Premises is taken and the taking of that part renders the Leased Premises unsuitable for the operation of the Leased Premises as a public school, this Lease shall terminate on the date of the vesting of title in the taking authority or thirty days after the last day of the school year preceding the anticipated date of the vesting of title in the taking authority, at Lessee's election ("Vesting Date") and the rent due shall be paid up to the Vesting Date. If such partial taking is not extensive enough to render the Premises unsuitable for the operation of the Leased Premises, as a public school, as mutually determined by Owner and Lessee, then this Lease shall continue in effect except that the Rent and any other amounts due hereunder shall be proportionately reduced. All proceeds received as a result of condemnation or eminent domain authority attributable to the Lease, and the Leased Premises shall belong to the Owner and Lessee assigns all of its rights in the same to Owner, except that, if this Lease terminates under this Section prior to the twentieth (20th) anniversary of the Commencement Date, proceeds received as a result of the condemnation or eminent domain authority shall be paid to Lessee in an amount equal to Lessee's Contribution multiplied by the ratio of ((the number of months between the date of destruction and the twentieth (20th) anniversary of the Commencement Date)/240). Lessee shall at all times have the right, to the extent that Owner's award is not reduced or prejudiced, to claim from the condemning authority (but not from Owner) such compensation as may be recoverable by Lessee in its own right for relocation expenses and damage to Lessee's property.

ARTICLE XVII. HOLDOVER

17.1 In the event that Lessee shall occupy and remain in possession of the Leased Premises after the expiration of the term of this Lease without having executed a new lease or an extension or renewal of this Lease, Lessee, at the option of Owner, shall be deemed in occupancy and possession of the Leased Premises as a tenant from month to month only, at a monthly rental equal to the Rent payable during the last month of the Lease Term. In all other respects, such tenancy shall be subject to all other agreements, covenants, terms, condition,

Appendix K

provisions, and obligations of this Lease, insofar as the same are applicable to a month-to-month tenancy.

17.2 In the event that there occurs such a holdover as aforesaid, and if either party thereafter desires to terminate said occupancy at the end of any month after the expiration of the term of this Lease, then the party so desiring to terminate the same shall give the other party at least thirty (30) days' written notice to that effect.

ARTICLE XVIII.
GENERAL PROVISIONS

18.1 Estoppel Certificates and Financial Statements. Within ten (10) days after a written request by Owner, Lessee shall execute, acknowledge and deliver to Owner invoices and other bills showing the utility and other direct costs attributed solely to the Lease Premises and a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, (ii) acknowledging the Leased Premises have been delivered to Lessee in compliance with the terms of the Lease and (iii) either acknowledging that Lessee is not aware of any defaults on the part of Owner hereunder, or specifying such defaults if any are claimed.

Lessee's failure to provide these statements shall be presumptive evidence (i) that this Lease is in full force and effect, without modification except as may be represented by Owner, (ii) the Leased Premises are fully compliant with the requirements of the Lease and (iii) that no defaults in Owner's performance exist to Lessee's knowledge.

18.2 Owner's Liability. Owner may assign this lease at any time without permission of Lessee. However, prior to completion of construction of the Building, Owner shall not assign this Lease or Owner's obligation without Lessee's consent, except to a business entity in which Owner owns a majority interest. A written notice of an assignment will be provided to the Lessee prior to any assignment. Such assignment (along with the assignment of any security deposit to the new assignee) shall release Owner from any further obligations under this lease that arise on or after the effective date of such assignment provided that the assignment requires the assignee to be responsible for all provisions of the Lease applicable to the Owner effective as of the assignment

date. Notwithstanding the foregoing, neither Owner nor any of its assignees shall interfere with Lessee's quiet enjoyment, occupancy or holding of the Leased Premises during the Lease.

18.3 Interest on Past-Due Obligations. Any amount not paid by Lessee when due shall bear interest at the rate of eight and one-half percent (8.5%) per annum.

18.4 Prior Agreements; Amendments. This lease contains the entire agreement of the parties with respect to any matter mentioned and supercedes all prior or contemporaneous understandings, agreements, or representations whether express or implied. This lease may be modified only by a writing signed by the parties in interest at the time of the modification.

18.5 Recording. At the request of Owner or Lessee, the parties shall execute, acknowledge and deliver a Memorandum of Lease that Owner or Lessee at its option may record.

18.6 Binding Effect. Subject to any provisions restricting assignment or subletting, this Lease shall bind the parties, successors and assigns.

18.7 Mortgage and Subordination. The Owner, may at any time mortgage or encumber the property and Building without Lessee's consent, subject to its obligations under this Section. This lease, at Owner's option, shall be subordinate to any ground lease, mortgage, deed of trust, or other security arrangement now or later placed upon the real property of which the Leased Premises are part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Leased Premises shall not be disturbed if Lessee is not in default. Lessee agrees to execute legal documents reasonably required to effectuate such subordination. Owner shall utilize its commercially reasonable efforts to obtain a non-disturbance agreement from any mortgagee of the Leased Premises whereby such mortgagee will agree that, so long as the Lessee is not in default in the payment of Rent or in the performance of any of the terms, conditions, obligations, covenants, agreements or provisions of this Lease, Lessee's possession of the Leased Premises and its rights under this Lease shall not be diminished or interfered with by the mortgagee.

18.8 Owner's Access. Owner shall have the right to enter the Leased Premises at reasonable times upon reasonable prior written notice (which in no event shall be

less than twenty four (24) hours prior notice) for the purpose of inspecting, showing to prospective purchasers, or lenders, or making such alteration, repairs, improvements or additions, to the Leased Premises as Owner may deem necessary or desirable; provided, however, that Owner shall use reasonable efforts to avoid interfering with Lessee's use of the Leased Premises and shall coordinate such access with Lessee to ensure student safety. Owner may at any time place on or about the Leased Premises "For Sale" signs and may during the last ninety (90) days of the term place on or about the Leased Premises "For Lease" signs. Notwithstanding the foregoing, Owner further agrees that Owner shall not permit any employee or agent of Owner, or Owner's contractors or sub-contractors upon the Leased Premises who has been convicted of a sex offense under federal law or the law of any state and who is required to register as a sex offender under Alaska law or by court order, or who has been convicted of child kidnapping under federal law or the law of any state and who is required under Alaska law or court order to register on the Alaska Department of Public Safety Sex Offender/Child Kidnapper Central Registry.

18.9 Late Charge. Lessee acknowledges that late payment by Lessee to Owner of rent due hereunder will cause Owner to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Owner by the terms of any mortgage or trust deed covering the Leased Premises; therefore, in the event Lessee should fail to pay any installment of rent hereunder within ten (10) days after such amount is due, Lessee shall pay to Owner as additional rent a late charge equal to two hundred and fifty dollars (\$250.00) per day retroactive to the 5th day of the month with a maximum late charge equal to two percent (2%) of the rent due.

18.10 Signs. Lessee shall have the right to erect or install signage on the exterior or interior of the Leased Premises provided such signage shall comply with all applicable municipal and state codes.

18.11 Addresses: Notices. The initial addresses of the parties are:

Owner: Kiska CS, LLC,
425 G Street, Suite 210
Anchorage, Alaska 99501

Lessee: Rilke Schule German School of Arts and Sciences

Academic Policy Committee
2511 Sentry Drive Suite 100
Anchorage, Alaska 99507

Each party will notify the other promptly of any change in address. The Lessee's address will change to the new facility address as of the Commencement Date. Any notice required or permitted shall be in writing and may be served personally or by certified mail addressed to the most recent address of the party being served. Any such notice shall be deemed to have been given on the date of receipted delivery or refusal to accept delivery.

In addition, a copy of any notice by Owner under Article XV of this Lease shall be delivered in accordance with the foregoing provisions to:

Anchorage School District
Attn: Chief Financial Officer
5530 E. Northern Lights Blvd.
Anchorage, AK 99504-3135

18.12 Consultation with Attorney. The parties to this Lease acknowledge that they have had the right to review this Lease and all other documents, if any, relating to this Lease with their own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred. Interpretation of any provision of this Lease shall not be construed against the drafter.

18.13 Costs and Attorney's Fees; Venue. If, by reason of any default or breach of any term or condition of this Lease, a civil action is filed, the losing party agrees to pay the actual reasonable attorney's fees and costs incurred by the prevailing party.

18.14 Authority of Signers. The persons signing this Lease on behalf of Owner and Lessee agree and warrant that they have full authority to execute this Lease on behalf of the respective parties.

18.15 Waiver. One or more waivers of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval of any act by the other party of a nature requiring consent or approval shall not be deemed to waive consent to or approval of any subsequent or similar act.

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18.16 Severability. If any clause or term of this Lease shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the Lease shall be unaffected.

18.17 Applicable Law. This Lease shall be governed by the laws of the State of Alaska. Venue for any legal action shall be in the State of Alaska, Third Judicial District at Anchorage, Alaska.

18.18 No Ownership. Nothing in this lease agreement should be construed as giving Lessee any ownership interest in the Leased Premises.

[Signature page follows]

Appendix K

EXECUTED as of the date first above written.

Owner: Kiska CS, LLC.

LESSEE: Rilke Schule German School of Arts and Sciences

By: 
Name: MARK PFEFFER
Title: Manager

By: 
Name: F.S. Kochanowski
Title: APC Chair


Date: 1/30/15

Date: 30 JAN 15

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 30 day of JAN, 2015, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared MARK PFEFFER and who executed the within and foregoing instrument, and he acknowledges to me that he signed the same on behalf of said entity, free and voluntarily and by authority of its operating agreement, for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal on the day and year in this certificate first above written.


NOTARY PUBLIC in and for Alaska
My Commission Expires: 12/17/17

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 30th day of Jan, 2014 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Forgiveness Simon Kochanowski and who executed the within and

Appendix K

foregoing instrument, and he acknowledges to me that he signed the same on behalf of said entity, free and voluntarily for the uses and purposes therein set forth.



WITNESS my hand and Notarial seal on the day and year in this certificate first above written.

Amy B. Slinker

NOTARY PUBLIC in and for Alaska
My Commission Expires: 1/1/18

RILKE SCHULE

ASK WP

65% CONSTRUCTION DOCUMENTS
C-5 LLC

2014.01.15

2015.01.15



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A104 SECOND FLOOR PLAN WEST

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C001 COVER SHEET
C002 CODE ANALYSIS
C10 EXISTING CONDITIONS
C2 0 SITE LAYOUT
C2 1 SITE GRADING AND DRAINAGE PLAN
C3 0 SITE SECTIONS
C4 0 SITE DETAILS
L10 LANDSCAPE PLAN

ARCHITECTURAL

L2 0 LANDSCAPE DETAILS
L2 0 OVERALL SITE PLAN AND NOTES
L2 0 WATER MAIN LINE EXTENSION

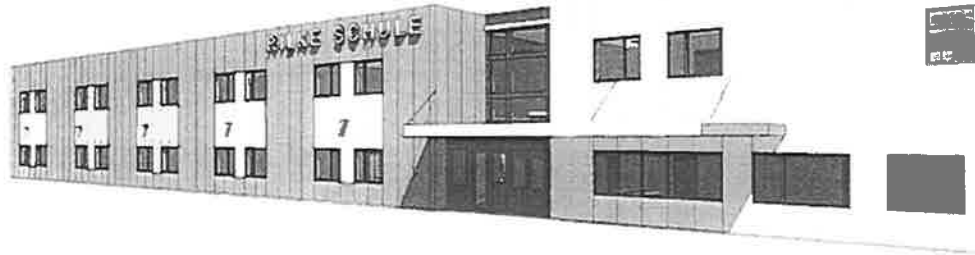
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GENERAL PROJECT NOTES:

1. DRAWING FORMAT: THESE CONSTRUCTION DOCUMENTS HAVE BEEN PRODUCED AT DRAWING SCALES THAT RELATE TO THEIR FULL SIZE FORMAT 22"x34". ANY DEVIATIONS TO THIS FORMAT SIZE WILL PRODUCE DRAWINGS OUTSIDE OF THE SCALE LIMITS INDICATED. DRAWING REPRODUCTIONS AT ANY FORMAT SHOULD NOT BE SCALED FOR DIMENSIONAL ACCURACY. USE GRAPHIC SCALES ACCORDINGLY.

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65% CONSTRUCTION DOCUMENTS

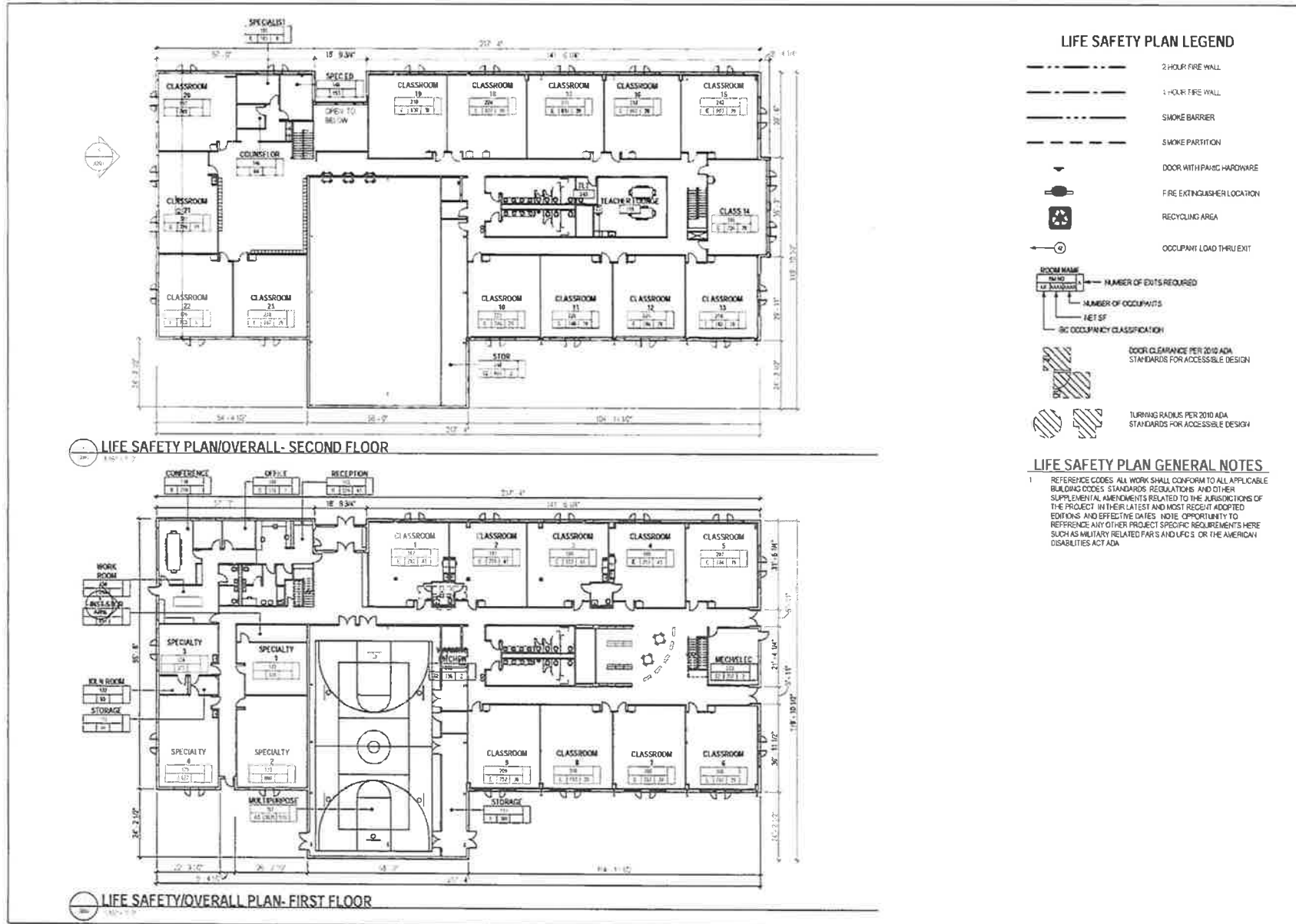
PROJECT TITLE: RILKE SCHULE
ADDRESS: EAST 64TH AVENUE ANCHORAGE, AK 99507
OWNER: C-5 LLC
SHEET TITLE: COVER SHEET

DATE: 11/11/15
PROJECT NO: 131105
DRAWN BY: JRA
CHECKED BY: TRH
COPYRIGHT: 2015

SHEET DESCRIPTION
COVER SHEET

OWING NO:
G001

ASK WP



LIFE SAFETY PLAN LEGEND

- 2-HOUR FIRE WALL
- 1-HOUR FIRE WALL
- SMOKE BARRIER
- SMOKE PARTITION
- DOOR WITH PANIC HARDWARE
- FIRE EXTINGUISHER LOCATION
- RECYCLING AREA
- OCCUPANT LOAD THRU EXIT
- ROOM NAME
NO. OF EXITS REQUIRED
- NUMBER OF OCCUPANTS
NET SF
- IBC OCCUPANCY CLASSIFICATION
- DOOR CLEARANCE PER 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
- TURNING RADIUS PER 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

LIFE SAFETY PLAN GENERAL NOTES

1. REFERENCE CODES: ALL WORK SHALL CONFORM TO ALL APPLICABLE BUILDING CODES, STANDARDS, REGULATIONS, AND OTHER SUPPLEMENTAL AMENDMENTS RELATED TO THE JURISDICTIONS OF THE PROJECT, IN THEIR LATEST AND MOST RECENT ADOPTED EDITIONS AND EFFECTIVE DATES. NOTE OPPORTUNITY TO REFERENCE ANY OTHER PROJECT SPECIFIC REQUIREMENTS HERE SUCH AS MILITARY RELATED FARs AND UFCs OR THE AMERICAN DISABILITIES ACT ADA.



65% CONSTRUCTION DOCUMENTS

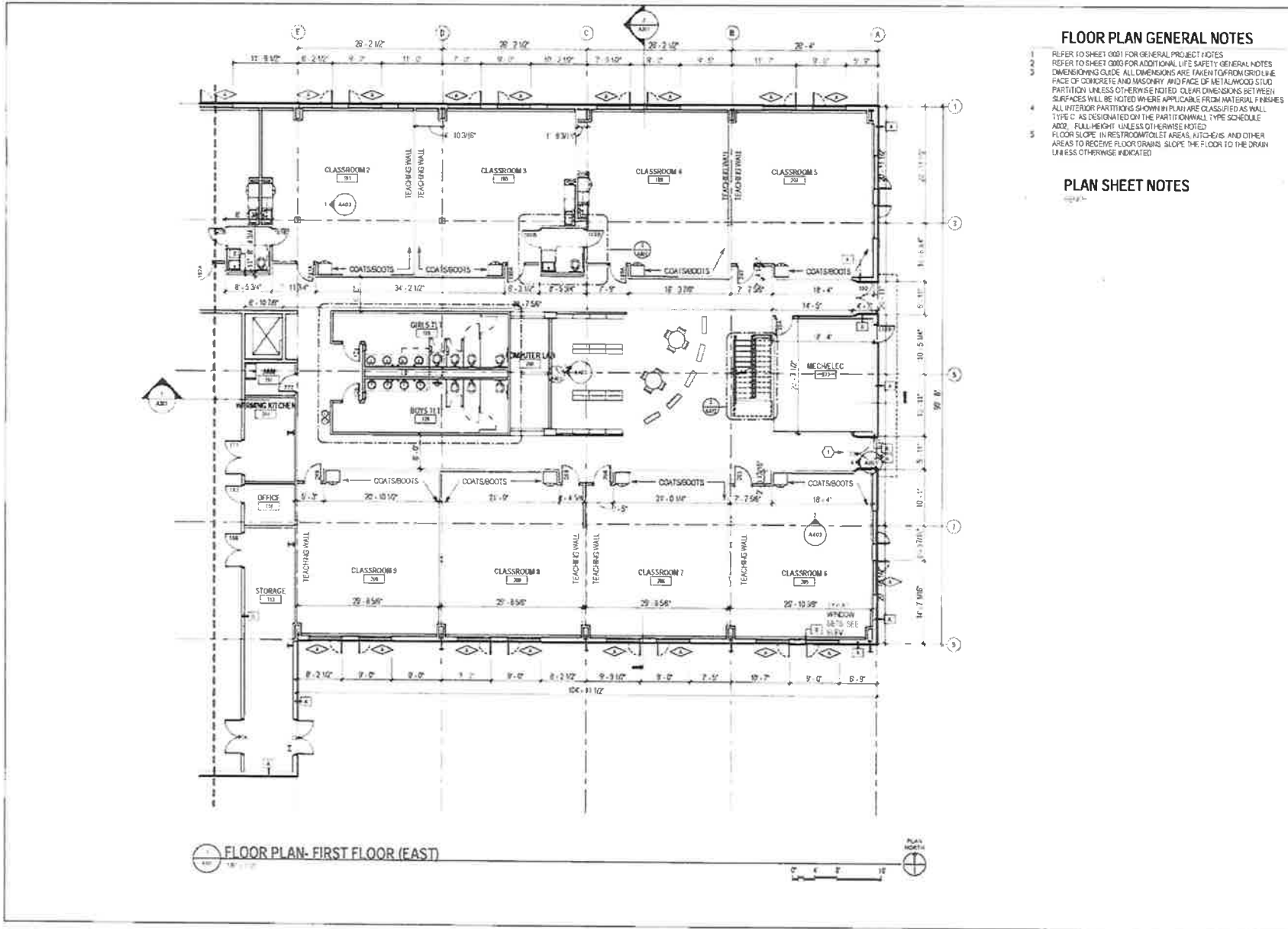
PROJECT TITLE: RILKE SCHULE
 ADDRESS: EAST 64TH AVENUE ANCHORAGE, AK 99507
 OWNER: C-S ILLC
 SHEET TITLE: LIFE SAFETY PLANS

DATE:	01/14/2014
PROJECT NO:	131105
DRAWN BY:	ANCH
CHECKED BY:	ANCH
COPYRIGHT:	ANCH

SHEET DESCRIPTION:

DRWGID: G003

Handwritten initials and signatures



FLOOR PLAN GENERAL NOTES

- 1 REFER TO SHEET 0001 FOR GENERAL PROJECT NOTES
- 2 REFER TO SHEET 0003 FOR ADDITIONAL LIFE SAFETY GENERAL NOTES
- 3 DIMENSIONING CLAR: ALL DIMENSIONS ARE TAKEN TOP FROM GRID LINE FACE OF CONCRETE AND MASONRY AND FACE OF METALWOOD STUD PARTITION UNLESS OTHERWISE NOTED. CLEAR DIMENSIONS BETWEEN SURFACES WILL BE NOTED WHERE APPLICABLE FROM MATERIAL FINISHES
- 4 ALL INTERIOR PARTITIONS SHOWN IN PLAN ARE CLASSIFIED AS WALL TYPE C, AS DESIGNATED ON THE PARTITION WALL TYPE SCHEDULE
- 5 ADD2, FULL-HEIGHT UNLESS OTHERWISE NOTED
- 6 FLOOR SLOPE: IN RESTROOM/TOILET AREAS, KITCHENS, AND OTHER AREAS TO RECEIVE FLOOR DRAINS, SLOPE THE FLOOR TO THE DRAIN UNLESS OTHERWISE INDICATED

PLAN SHEET NOTES



65%
CONSTRUCTION
DOCUMENTS

RILKE SCHULE
EAST 64TH AVENUE
ANCHORAGE, AK 99507
C-5 LLC
FIRST FLOOR PLAN

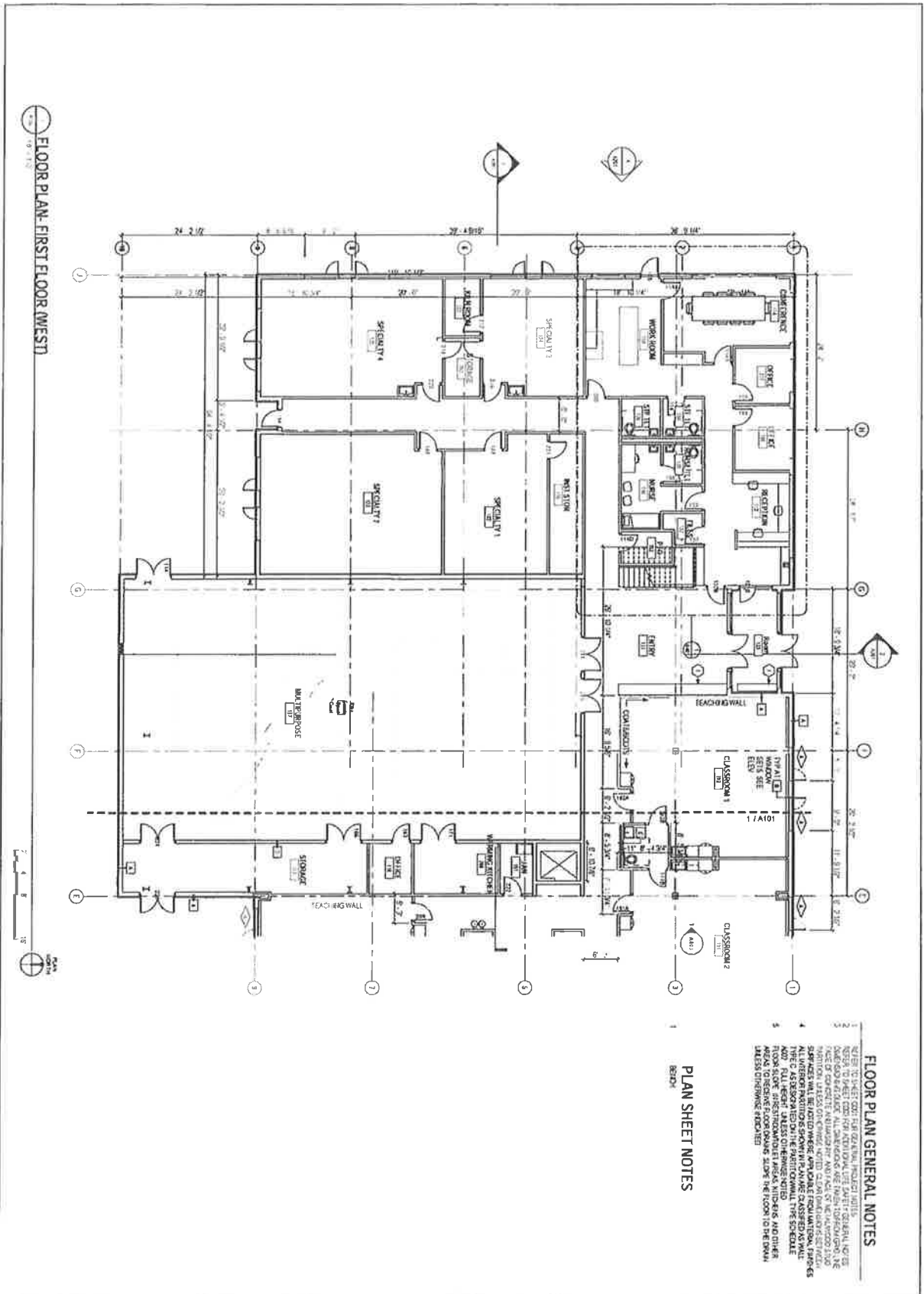
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ADDRESS	EAST 64TH AVENUE ANCHORAGE, AK 99507
OWNER	C-5 LLC
SHEET TITLE	FIRST FLOOR PLAN

DATE	2014.04.24
PROJECT NO.	031126
DRAWN BY	MR. JES
CHECKED BY	TLB
COPYRIGHT	© 2014

SHEET DESCRIPTION
FLOOR PLAN

NO. 10
A101

Handwritten signature/initials



FLOOR PLAN FIRST FLOOR WEST

FLOOR PLAN GENERAL NOTES

1. REFER TO SHEET 001 FOR GENERAL PROJECT NOTES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

PLAN SHEET NOTES

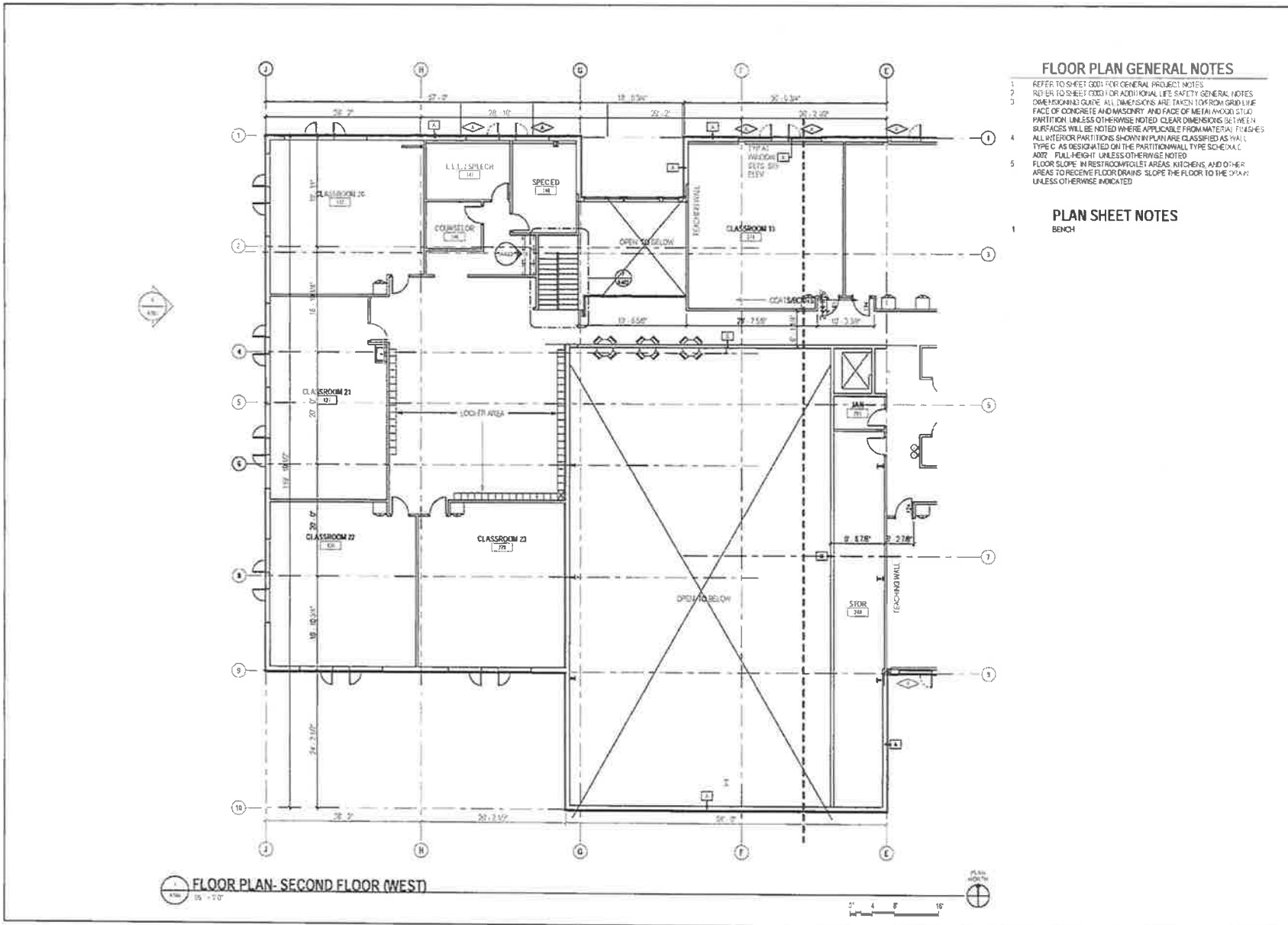
1. BEDS

DATE: 11/11/2014
 DRAWN BY: J. SCHULTE
 CHECKED BY: J. SCHULTE
 PROJECT NO: A102
 SHEET NO: 102

PROJECT TITLE: RILKE SCHULE
 ADDRESS: EAST 64TH AVENUE ANCHORAGE, AK 99507
 OWNER: C-5 LLC
 SHEET TITLE: FIRST FLOOR PLAN WEST

55%
 CONSTRUCTION DOCUMENTS





FLOOR PLAN GENERAL NOTES

- 1 REFER TO SHEET 000 FOR GENERAL PROJECT NOTES
 - 2 REFER TO SHEET 000 FOR ADDITIONAL LIFE SAFETY GENERAL NOTES
 - 3 DIMENSIONS AND GATE ALL DIMENSIONS ARE TAKEN TO ROW GRID LINE FACE OF CONCRETE AND MASONRY AND FACE OF METAL WOOD STUD PARTITION UNLESS OTHERWISE NOTED CLEAR DIMENSIONS BETWEEN SURFACES WILL BE NOTED WHERE APPLICABLE FROM MATERIAL FINISHES
 - 4 ALL INTERIOR PARTITIONS SHOWN IN PLAN ARE CLASSIFIED AS WALL TYPE C AS DESIGNATED ON THE PARTITION WALL TYPE SCHEDULE
 - 5 ADD FULL HEIGHT UNLESS OTHERWISE NOTED
- FLOOR SLOPE IN RESTROOM/TOILET AREAS, NICHES, AND OTHER AREAS TO RECEIVE FLOOR DRAINS: SLOPE THE FLOOR TO THE DRAIN UNLESS OTHERWISE INDICATED

PLAN SHEET NOTES

1 BENCH



85%
CONSTRUCTION
DOCUMENTS

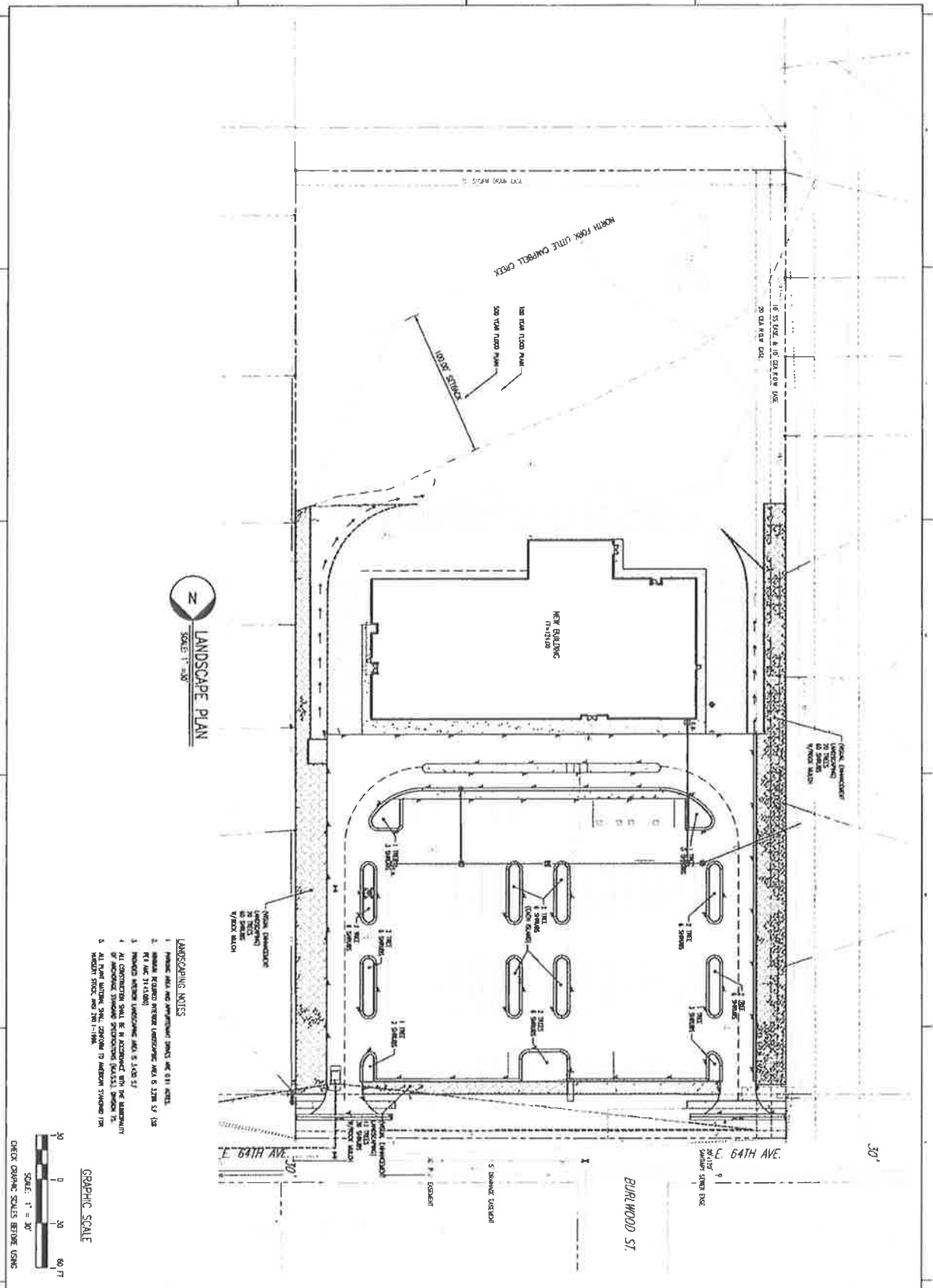
PROJECT TITLE: RILKE SCHULE
 ADDRESS: EAST 64TH AVENUE
 ANCHORAGE, AK 99507
 OWNER: C-5 LLC
 SHEET TITLE: SECOND FLOOR PLAN - WEST

DATE	20-04-04
PROJECT NO	13-126
DRAWN BY	ALP
CHECKED BY	CHECK
COPYRIGHT	© 2004 RIM

SHEET DESCRIPTION

DWG NO
A104

Handwritten signature/initials



LANDSCAPE PLAN
SCALE: 1" = 30'

- LANDSCAPING INDEX**
1. FINISH DATA AND APPROPRIATE SYMBOLS ARE SHOWN
 2. MATERIALS REQUIRED REFER TO LANDSCAPING AREA S. 1278. 5' 1/2"
 3. FINISHES AND/OR LANDSCAPING AREA S. 1428. 1/2"
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ANCHORAGE CITY CODE, CHAPTER 15.05.010
 5. ALL PLANT MATERIAL SHALL BE SPECIFIED TO ADDRESS STURDY AND WIND RESISTANT SPECIES AND THE 1" - 1 1/2" DIA.



DATE:	07/20/2018
PROJECT NO.:	1801
DRAWN BY:	MM
CHECKED BY:	DK
DATE:	07/20/2018
SHEET NO. 1 OF 1	
LANDSCAPE PLAN	

PROJECT TITLE: RILKE SCHULE
ADDRESS: EAST 64TH AVENUE
 ANCHORAGE, AK 99507
OWNER: C-3 LLC
SHEET TITLE: LANDSCAPE PLAN

65% CONSTRUCTION DRAWINGS

ENGINEERING, INC.
 1400 W. 10TH AVENUE
 SUITE 210
 ANCHORAGE, AK 99503
 TEL: 907.562.1111
 FAX: 907.562.1111



Handwritten initials: AP, AK

Appendix L

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANCHORAGE SCHOOL BOARD AND
RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES**

This Memorandum of Understanding ("MOU") is made between the ANCHORAGE SCHOOL BOARD (hereinafter the "BOARD") and RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES, a charter school organized pursuant to AS 14.03.250 *et seq.* ("RILKE SCHULE").

WHEREAS, RILKE SCHULE operates a charter school in the Anchorage School District pursuant to a contract with the BOARD (the "Charter").

WHEREAS, RILKE SCHULE desires to lease a facility for the charter school from Kiska CS, LLC, upon the following-described real property:

The W1/2, NW ¼, SW ¼, NE ¼, Sec 5, T12N, R3W, Seward Meridian, in the Anchorage Recording District, Third Judicial District, state of Alaska [legal description to be confirmed].

The facility and real estate are referred to herein as the "Leased Premises."

WHEREAS, the Anchorage School Board has approved the lease of the Leased Premises, and an amendment to RILKE SCHULE'S Charter approving the location of the school at the Leased Premises.

WHEREAS, the Board has approved an advance of funds in the amount of \$2,000,000 to facilitate the acquisition of the lease for the Leased Premises and to assist RILKE SCHULE to reduce the monthly rent required for the lease of the Leased Premises.

NOW THEREFORE, the BOARD and RILKE SCHULE, by and through their undersigned representatives, agree as follows:

1. **Advance.** The Anchorage School District ("District") will advance the sum of \$2 million for the use and benefit of RILKE SCHULE, which funds shall be used for the purposes of acquiring the lease for the Leased Premises and reducing the monthly rent for the lease of the Leased Premises, approved by the Board.

2. **Repayment.** RILKE SCHULE agrees that the \$2 million advance will be repaid to the District over a term of twenty (20) years with 1.5% compound annual interest. Such repayment will be made as a deduction from RILKE SCHULE'S annual program budget in the amount of \$116,491 per year.

Appendix L

3. Amendment. This MOU may be amended, modified or changed only by writing, executed by the authorized representatives of the BOARD and RILKE SCHULE. Any attempt to amend, modify or change this MOU by either an unauthorized representative or unauthorized means shall be void.

19 IN WITNESS WHEREOF, this Memorandum of Understanding is executed this day of December, 2014.

RILKE SCHULE GERMAN SCHOOL OF
ARTS AND SCIENCES


By: P.S. Kochapure
Academic Policy Committee President *Chair*

ANCHORAGE SCHOOL BOARD


Eric Croft, President

Appendix L

**RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES
RESOLUTION 14-01**

A resolution of the Rilke Schule German School of Arts and Sciences, a charter school organized pursuant to AS 14.03.250 *et. seq.*, to enter into a Lease Agreement for Commercial Real Property.

WHEREAS the Rilke Schule German School of Arts and Sciences (“Rilke Schule”) is a charter school duly organized under AS 14.03.250, *et. seq.*, and operating under a charter contract between Rilke Schule and the Anchorage School Board; and

WHEREAS Rilke Schule’s facility location is a component of that charter contract as required by AS 14.03.255; and

WHEREAS Rilke Schule’s current facility location does not provide sufficient instructional space for Rilke Schule to effectively serve all students who are enrolled, or who desire to enroll and, as authorized by AS 14.03.265, Rilke Schule desires to accommodate its students and applicants by providing additional classroom space; and

WHEREAS Anchorage School District policy 333.95 requires authorization of the District and Anchorage School Board for Rilke Schule to enter into multi-fiscal year obligations and/or contracts that extend beyond the termination date of the charter and such authorization has been obtained pursuant to School Board approval of ASD Memorandum 143 (2014-15) (REVISED) on December 15, 2014; and

WHEREAS Anchorage School District policy 333.5(j)(5)(b) provides that no lease agreement may be entered into without the approval of Rilke Schule’s Academic Policy Committee; and

WHEREAS the lease agreement with Kiska CS, LLC will provide Rilke Schule with a facility containing needed instructional space, meets a basic test of affordability, and complies with School Board policy and state requirements, including a minimum allocation of funds to direct instruction;


NOW THEREFORE BE IT RESOLVED that the Academic Policy Committee, for and on behalf of the Rilke Schule German School of Arts and Sciences:

1. Approves the Lease Agreement for Commercial Real Property between Kiska CS, LLC, an Alaska limited liability company, and Rilke Schule German School of Arts and Sciences.

Appendix L

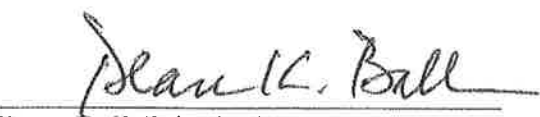
2. Delegates to the Academic Policy Committee Chair authority for execution of the Lease Agreement for Commercial Real Property, subject to final compliance review of the Lease Agreement by the Anchorage School District Purchasing Department as set forth in School Board Policy 333.5(j)(5)(a).
3. This resolution shall be effective upon enactment.

PASSED THIS 19 DAY OF December, 2014.


Givey Kochanowski, Chair


Kjerstin Lastufka, Vice Chair

ATTESTED TO THIS 22nd DAY OF December, 2014.


Dean K. Ball, Principal

**RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES
RESOLUTION 14-02**

A resolution of the Rilke Schule German School of Arts and Sciences, a charter school organized pursuant to AS 14.03.250 *et. seq.*, to direct transfer of fund balance into a Trust Account for purposes of project development as set forth in the Lease Agreement for Commercial Real Property.

WHEREAS the Rilke Schule German School of Arts and Sciences (“Rilke Schule”) is a charter school duly organized under AS 14.03.250, *et. seq.*, and operating under a charter contract between Rilke Schule and the Anchorage School Board; and

WHEREAS Rilke Schule’s annual program budget is established for the operating expenses of the Charter School, including facility leasing and expenses; and

WHEREAS Rilke Schule’s Academic Policy Committee, for and on behalf of Rilke Schule, has passed Resolution 14-01 to approve a Lease Agreement for Commercial Real Property between Kiska CS, LLC and Rilke Schule; and

WHEREAS the terms of the Lease Agreement for Commercial Real Property provide for a lessee contribution within seven (7) days of commencement date of the Lease and such contribution is for the purpose of reducing the monthly rent for Rilke Schule under the Lease terms; and

WHEREAS Rilke Schule has fund balance available in its program budget;

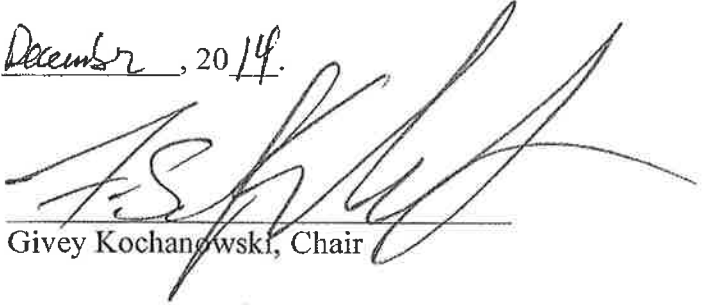
NOW THEREFORE BE IT RESOLVED that the Academic Policy Committee, for and on behalf of the Rilke Schule German School of Arts and Sciences:

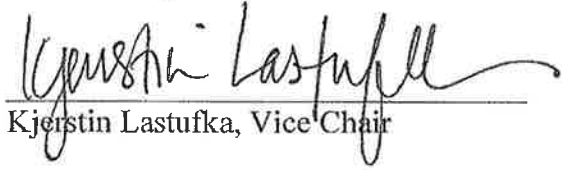
1. Directs the Anchorage School District to transfer fund balance in an amount up to FOUR HUNDRED AND FORTY THOUSAND DOLLARS (\$440,000.00) (“Contribution”) from the Rilke Schule program budget to the Trust Account established, or to be established, for the dedicated purpose of project development as set forth in the Lease Agreement for Commercial Real Property. The timing of the fund balance transfer will be consistent with the terms of the Lease Agreement or at an earlier time as may be determined by the Anchorage School District and Rilke Schule.
2. Authorizes the Anchorage School District, in consultation with Rilke Schule, to monitor and control distributions of the Contribution from the

Trust Account in compliance with the Trust Agreement and the terms of the Lease Agreement for Commercial Real Property.

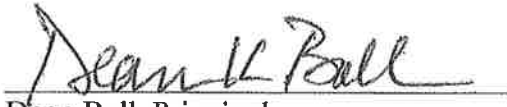
3. Authorizes the Anchorage School District, as the entity responsible to monitor and control distributions of all capital contributions from the Trust Account, to determine the proper distribution of returned funds to all contributors (Anchorage School District, Rilke Schule, and Rilke Schule Inc.) in the event of the failure of any required contingency necessary for project development as set forth in the Lease Agreement for Commercial Real Property.
4. Subject to paragraph 3 above, directs the Anchorage School District that should the Contribution be returned, in whole or in part, due to the failure of any required contingency, the Anchorage School District shall return the remaining Contribution to the Rilke Schule program budget.
5. This resolution shall be effective upon enactment.

PASSED THIS 19 DAY OF December, 2014.


Givey Kochanowski, Chair


Kjerstin Lastufka, Vice Chair

ATTESTED TO THIS 22nd DAY OF December, 2014.


Dean Ball, Principal

Appendix L

**RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES
RESOLUTION 14-03**

A resolution of the Rilke Schule German School of Arts and Sciences, a charter school organized pursuant to AS 14.03.250 *et. seq.*, to enter into a Memorandum of Understanding with the Anchorage School Board regarding an advance and repayment terms.

WHEREAS the Rilke Schule German School of Arts and Sciences (“Rilke Schule”) is a charter school duly organized under AS 14.03.250, *et. seq.*, and operating under a charter contract between Rilke Schule and the Anchorage School Board; and

WHEREAS Rilke Schule’s annual program budget is established for the operating expenses of the Charter School, including facility leasing and expenses; and

WHEREAS Rilke Schule’s Academic Policy Committee, for and on behalf of Rilke Schule, has passed Resolution 14-01 to approve a Lease Agreement for Commercial Real Property between Kiska CS, LLC and Rilke Schule; and

WHEREAS the terms of the Lease Agreement for Commercial Real Property provide for a lessee contribution within seven (7) days of Lease execution and such contribution is for the purpose of reducing the monthly rent for Rilke Schule under the Lease terms; and

WHEREAS the Anchorage School Board approved ASD Memorandum 143 (2014-15) (REVISED) on December 15, 2014, that authorized an advance of TWO MILLION DOLLARS (\$2,000,000.00) to Rilke Schule to facilitate the acquisition of the leased premises and assist Rilke Schule to reduce monthly rent as set forth in the Lease Agreement for Commercial Real Property Agreement; and

WHEREAS the Anchorage School Board has approved the terms of the Memorandum of Understanding Between The Anchorage School Board and Rilke Schule German School of Arts and Sciences, Attachment 1 to this Resolution; setting forth the terms of the advance and repayment; and

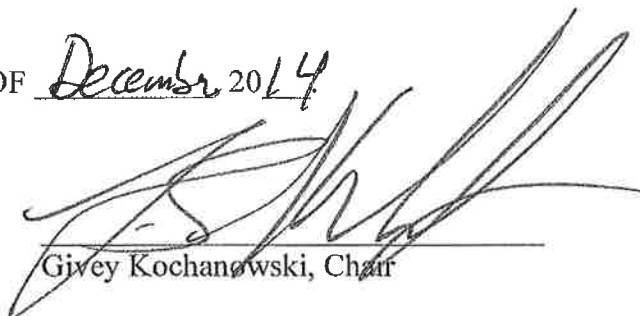
NOW THEREFORE BE IT RESOLVED that the Academic Policy Committee, for and on behalf of the Rilke Schule German School of Arts and Sciences:

1. Has fully reviewed and carefully considered the Memorandum of Understanding as set forth in Attachment 1 to this Resolution.

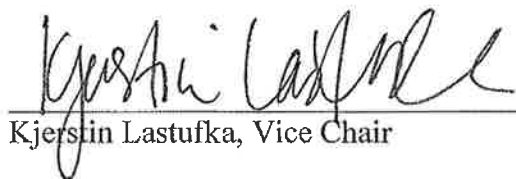
Appendix L

2. Approves the Memorandum of Understanding and agrees that Rilke Schule shall be bound by its terms.
3. Delegates to the Academic Policy Committee Chair authority for execution of the Memorandum of Understanding, subject to final compliance review of the Lease Agreement for Commercial Real Property by the Anchorage School District Purchasing Department as set forth in School Board Policy 333.5(j)(5)(a).
4. This resolution shall be effective upon enactment.

PASSED THIS 19 DAY OF December, 2014




Givay Kochanowski, Chair



Kjerstin Lastufka, Vice Chair

ATTESTED TO THIS 22nd DAY OF December, 2014.



Dean Ball, Principal

Rilke Schule Dress Code

Approved 22 July, 2010

Rilke Schule expressly does not have a school uniform intended to make all students look the same. We have a dress code that aims to promote a sense of belonging and pride in our school, respect for our educational environment, and to reduce any sense of inequality of personal dress. Faculty and staff need not abide by this dress code, but are expected to dress in a business professional manner.

Basic Dress Code

Students shall wear solid colored clothing without contrasting logos. This includes any color shirt, blouse, or dress with a collar and sleeves; and pants, shorts, skirts, skorts or jumpers that are black, brown, grey, olive, navy blue, or khaki.

Exceptions

- **Students may wear any solid color clothing with a Rilke Schule logo of any kind on any day.**
- **Students in grades 6,7, and 8 may wear collared shirts with stripes and plaids.**
- **Traditional appropriate Dirndls, Lederhosen and Kniebundhosen may be worn on any day.**
- **Dress Code rules are suspended on monthly Theme Days.**
- **Students and staff may wear blue jeans one designated Friday a month.**
- **One Friday a month is Dressy Friday.**
- **Boy Scout and Girl Scout uniforms are allowed on meeting days.**

Theme Days, Blue Jean Fridays, and Dressy Fridays

The student council will define monthly theme days with the Principal's approval. The dates for Theme Days, Blue Jean Fridays, and Dressy Fridays will be posted with at least two weeks notice. On Theme Days, students may dress in either standard dress code clothing or according to the theme chosen for the day. On Blue Jean Fridays students may dress in either standard Rilke Schule dress code bottoms or wear blue jeans. On Dressy Fridays students may dress in either standard Rilke Schule dress code clothing or more formal attire including dresses, skirts and suits with patterns or designs. For all exception days, ASD dress guidelines of modest, non-offensive apparel and proper appearance still apply.

Field Trip Days

Students are encouraged to wear tops with Rilke Schule logos when their class participates in a field trip outside the school.

Clarifications

- **Clothing must be clean and, if torn, well-mended.**
- **All clothing must be appropriately sized, not more than one size larger or smaller than the student actually measures.**
- **Hats or other headgear (hoods, caps, visors, and bandanas) must be removed from the head upon entering the building and may not be carried during the school day. Hooded clothing is allowed as long as the hood is down inside the building.**
- **Clothes that drag on the floor, posing a tripping hazard are not allowed.**
- **Extra wide/long/baggy/saggy clothing is not allowed.**

- Mesh, fishnet, spandex, sheer, see-through, shiny, or noisy fabrics are not allowed.
- Clothing that exposes the back, chest, shoulders, or midriff is not allowed.
- Display of undergarments is not allowed.
- Skirts, skorts, shorts, jumpers, over-alls, and dresses cannot be shorter than four finger-widths above the knee.

Shirts and Tops

- Shirts, blouses, and dresses must be a solid color with sleeves and a collar, unless they are any Rilke Schule t-shirts.
- Shirt hems that extend past the bottom of the back pants pockets must be tucked in.
- Shirts should be buttoned above the chest line.
- Solid colored, long and short-sleeved t-shirts can be worn underneath collared shirts.
- Solid colored over shirts with no contrasting logos are allowed. This includes sweaters, vests, cardigans, and sweatshirts with or without a hood.
- Solid colored turtlenecks are allowed.

Bottoms

- Bottoms include pants, skirts, shorts, skorts, and jumpers.
- Bottoms must be worn at the waist and completely zipped or fastened.
- All bottoms must be black, brown, grey, olive, navy blue, or khaki.
- Capris and cargo pants (with side pockets) are allowed as long as they are fitted, not baggy.
- No jeans (denim), track, or sweat pants are allowed during the regular school day.
- Leggings may not be worn as pants.

Footwear

- Children are expected to have weather-appropriate footwear securely attached to their feet.
- Shoes must be tied or appropriately fastened for safety reasons.
- Shoes must have hard soles and be sturdy enough to withstand an evacuation drill.
- Blinking sneakers are not allowed in the classroom but are acceptable as athletic shoes for Phys Ed.
- Heeleys are not allowed.
- Excessively high or spiked heels that are unsafe are not allowed.

Accessories

- Medical alert bracelets or necklaces are allowed.
- Light, solid colored nail polish is allowed. Bright, vibrant, or dark nail polish and nail art is not allowed.
- Light make-up is a privilege reserved for students in grades 6, 7, and 8.
- Tights or socks of any color, design, or pattern should be worn at all times.
- Leggings of any color, design, or pattern can be worn underneath skirts, skorts, dresses, and jumpers.
- Ties of any color, design, or pattern may be worn.
- Accessories must not be a safety hazard or distracting.
- Chains, dog collars, or bracelets and necklaces with spikes are not allowed.
- Tattoos and facial jewelry are not allowed.
- Sunglasses or contact lenses which obscure the eyes are not allowed indoors.

Hair

- Hair dye or bleach is not allowed.
- Hair styles or excessive hair decorations that are obvious distractions are not allowed.
- Hair should be neat and clean and not covering the eyes.

Appendix M

4
More healthy lunch suggestions...



- ◆ Ants on a log (celery stick with peanut butter and raisins)
- ◆ Plain pasta (better: whole wheat pasta) with olive oil and parmesan cheese
- ◆ Wrap sandwiches - soft whole wheat tortilla with, for example, chicken, shredded carrot, spinach leaves, shredded cheese and ranch dressing
- ◆ Cheerios (plain or multigrain) and raisins - possibly to mix with

yogurt or just eat from a bag, or other healthy dry cereals and some types of granola

- ◆ Whole grain bread with lunchmeat and/or cheese, or peanut butter and "spreadable fruit" jelly (this kind has no sugar added)
- ◆ Mini bagels—they, too, come in whole wheat—topped with cheese
- ◆ Whole grain bread, whole wheat tortillas, whole wheat English muffins
- ◆ Waffles, pita bread (whole wheat/whole grain are available in stores)
- ◆ Granola or cereal bars - sometimes these are loaded with sugar, so check ingredients carefully.
- ◆ Crackers—Triscuits, wheat thins, whole grain crackers, goldfish.

Need more ideas? Check out: <http://kidshealth.org/>

Check out our Nutrition page on our school website at www.rilkeschule.org for other helpful ideas. Send in your ideas for healthy lunches to info@rilkeschule.org and we will add them to the school website!!

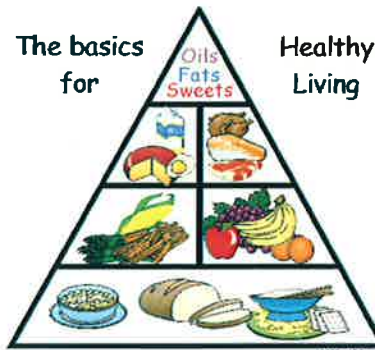
Prepared by Antje Carlson, Ann Weese, and Liz Crafford



Rilke Schule
German School of Arts & Sciences

Eat smart! Be healthy!

Guidelines & Ideas for Preparing
Nutritious & Healthy School Lunches



Rilke Schule Nutrition Policy

Students bring their own lunches and eat in either their classrooms or a multi-purpose room at the school. Rilke Schule advocates and promotes a healthy food policy. No candy, cookies, cake, puddings, other sugary food or fried chips are allowed in lunches or snacks. Milk, 100% fruit juice, and water are acceptable drinks; no soda pop is permitted.



Appendix M

FOOD PYRAMID'S NEW DIMENSIONS



At Rilke Schule we believe in healthy living through eating nutritious food and engaging in regular exercise.

We have created this pamphlet to help our parents prepare healthy snacks and lunches for their children. The goal of our nutrition policy is to help parents develop lifelong healthy eating habits with their children.

Teach your children about healthy foods—whole grains, vegetables, fruits and milk as the foundation of their diet for healthy living. Important things to avoid are foods high in corn syrup, sugar, sodium, fat and other processed ingredients. There are many great resources out there to help you learn about food labeling and healthy food. Be sure to check out <http://www.fda.gov/Food/LabelingNutrition/ConsumerInformation/ucm078889.htm> and other resources on the school web site for more information.

If children bring inappropriate food for lunch to school, teachers will ask children to return it to their lunch boxes and save it for the afternoon after they have left Rilke Schule.



What should I pack in a Rilke lunch?

Here are some suggestions you can try!

- ◆ Fresh fruit (apples, melons, grapes, orange slices, bananas, strawberries...)
- ◆ Canned fruit - look for the kind packed in natural juices instead of syrup
- ◆ Dried fruit - such as apricots, raisins, figs, plums...
- ◆ Applesauce - look for the kind without added sugar or corn syrup
- ◆ Apple slices or chunks with cinnamon to hide any browning.
- ◆ Cheese: sticks, cubes, slices, or shredded
- ◆ Tuna, or other delicious fish, like smoked salmon
- ◆ Cottage cheese
- ◆ Sliced lunchmeat (ham, turkey, roast beef, chicken), in a sandwich or just rolled up by itself, or rolled around a cheese stick.
- ◆ Chopped chicken, ham, turkey, or slices of pepperoni or salami
- ◆ Peanut butter (on whole grain bread, or as a dip or spread for apples or crackers)
- ◆ Hard-boiled eggs
- ◆ Yogurt - look for all natural or organic kinds, they have less sugar and sometimes no corn syrup.
- ◆ Cream cheese spread for bread or crackers (herbed or plain)
- ◆ Mini-carrots, broccoli, celery, cauliflower, etc. with ranch dressing)
- ◆ Olives, whole or sliced

Charter School Application Renewal for

a. RILKE SCHULE GERMAN SCHOOL OF ARTS AND SCIENCES

Upon acceptance by the Anchorage School District, this application shall become an integral part of the Charter School Contract between the Anchorage School District and Rilke Schule German School of Arts and Sciences, and shall be the governing charter for the school.

b. Contact Information

~~Jeffrey Ullom, APC Treasurer
12166 Lucille Lane
Anchorage, AK 99515
Phone (907)929-4511 – home ————— (907)229-2448 – cell~~

Rilke APC Chair Jason Storter
12252 Woodward Dr.
Anchorage AK 99516
Phone Number 907-230-5387

c. Provisions for an Academic Policy Committee (APC)

~~Jo Sanders, APC President, Founding Member
11661 Rockridge Dr., Anchorage AK 99516
Phone: 345-0203
Email frausanders@alaska.com~~

~~Petra Nickerson, APC Vice President, Founding Member, Parent Member
11007 Kaskanak drive, Eagle River AK 99577
Phone: 622-2012
Email: pbinak@yahoo.com~~

~~Jeffrey Ullom, APC Treasurer, Parent Member
12166 Lucille Lane, Anchorage, AK 99515
Phone: 229-2448
Email: Jeffrey.ullom@gmail.com~~

~~Elizabeth Crafford, APC Secretary, Parent Member
9501 Nettleton Drive, Anchorage AK 99507
Phone: 529-4560
Email: craffordfamily@gmail.com~~

~~Frank Macht, Parent Member
5831 Chisana Way, Anchorage, AK 99507~~

~~Phone: 336-4341
Email: macht@alaska.com~~

~~Joe Weinberger, Parent Member
5831 Chisana Way, Anchorage, AK 99507
Phone: 346-3231
Email: joelinne@msn.com~~

~~Claudia Bittlingmaier, German Teacher Representative
1120 E. Huffman Rd #684, Anchorage, AK 99515
Phone: 348-7221
Email: bittlingmaier-claudia@asdk12.org~~

~~Debra Schwicht, English Teacher Representative
11820 Humble Court, Anchorage, AK 99515
Phone: 240-1327
Email: Schwicht_debra@asdk12.org~~

~~[Jason Storter- Chair, parent elected representative, Owner Tweedie & Storter Marketing](#)~~

~~[Kjerstin Lastufka- Vice-Chair, parent elected representative, Communication Director Alaska Regional Hospital](#)~~

~~[Morton Kjerland- Treasurer, parent elected representative, Managing Principal Waddell & Reed](#)~~

~~[Megan Olson- Secretary, parent elected representative, Vice Chancellor of University Advancement UAA](#)~~

~~[James Wileman- parent elected representative, Vice President of Member and Administrative services Credit Union 1](#)~~

~~[Kjerstin Von Wichman- parent elected representative, Owner Babkin Charters LLC](#)~~

~~[Forgiveness Kochanowski- parent elected representative, Alaska Program Manager Department of Energy](#)~~

~~[Peter Birmanns- staff elected teacher representative](#)~~

~~[Sasha Johnson- staff elected teacher representative](#)~~

~~[Dean Ball- non-elected member, principal](#)~~

~~[Jo Sanders- non-elected member, founding member](#)~~

All members elected in 2009 and in the future shall serve two-year terms.

Teacher members are elected by a majority vote of Rilke Schule's staff members. All other members are elected by majority vote of the school's parent population and sitting board members.

In January of each year, the Chair of the APC shall appoint an elections committee of three (3) persons. The committee is comprised of two (2) APC members not up for re-election and one (1) parent of a student at the school who is not an APC member. The Elections Committee shall oversee the election process for the positions on the APC, in accordance with APC bylaws.

~~See Appendix D for APC verification of duties agreement~~

~~See Appendix B for APC bylaws~~

d. Organizational Structure

The affairs of Rilke Schule are managed by the Academic Policy Committee, working in conjunction with the Principal and Anchorage School District, (ASD), personnel. The APC is accountable to the Anchorage School District School Board, and acknowledges the authority of both ASD and school board policy and State of Alaska statutes governing charter schools.

In addition to governing and supervising all aspects of the school, the APC shall fulfill the duties prescribed in AS 14.03.250 (Establishment of Charter Schools) and as set forth in the bylaws and shall perform the following functions, including, but not limited to:

- A. No member of the APC shall act on his/her own in the name of APC unless so authorized by the bylaws or by resolution of the APC
- B. Ensure the fulfillment of the mission of the School as stated in the Rilke Schule German School of Arts and Sciences / Anchorage School District contract.
- C. Uphold the mission statement as stated in the Rilke Schule German School of Arts and Sciences / Anchorage School District charter school proposal, November 9, 2006 and approved by the State of Alaska, April 11, 2007. It shall oversee accountability in academics, legal/risk management, finances, operations / maintenance, capital budgeting issues of the School and as otherwise permitted or required by above mentioned contract or by law
- D. Promote professional conduct in accordance with Anchorage School District policies and/or Union contract.
- E. Contract with a Type B certified administrator or as otherwise qualified.
- F. Delegate to the Principle those tasks deemed appropriate by the APC and render and / or termination or non-retention of teachers, staff and other personnel to the extent permitted by law.
- G. Review Contracts.
- H. Review, upon requested by any parent, teacher, or staff, concerns regarding requests for any purchase of materials, student-school concerns if not satisfactorily resolved first through teachers and principal.
- I. Review and rule on any other questions, issues, or policies that may arise from time to time, to the extent permitted by law.

~~The Rilke Schule PTO is titled to the “Rilke Schule Verein” (RSV). The RSV is a separate 501(C)(3) non-profit organization committed to supporting the mission of the Rilke Schule. The RSC works in conjunction with, at the request of, and often with guidance from, both the APC and the Principal to conduct fundraisers and community cultural activities. The RSV mission is to engage in activities relating to the support of the Rilke Schule Charter School, including, but not limited to: the education of the children enrolled therein, the fostering of relationships between the school, parents, teachers and the community, and to serve its members and the public. The RSV Participates in several community events in Anchorage to educate the community about Rilke Schule Charter School.~~

All formal Rilke-related organizations (e.g. RSV and RSI) work collaboratively to support Rilke Schule and its mission and goals. Any organization raising funds to benefit Rilke Schule will do so in coordination with the school’s principal and it’s APC. A renewable memorandum of understanding will be developed to define each organization’s roles and responsibilities to benefit Rilke Schule.

~~Rilke Schule APC bylaws are included as Appendix B.~~

~~Rilke Schule parent handbook is included as Appendix K.~~

e. Description of the Educational Program

Rilke Schule Mission

Rilke Schule German School of Arts & Sciences is a K through 8 school that provides and outstanding education focused on high academic achievement by engaging each child through an enriched language curriculum taught primarily in German.

Rilke Schule Vision

Our teaching focus is on language, arts, and sciences, fostering creative expression through drama, arts, music and sports. With the support of parents and the extended family, our school creates a community which is immersed in the German culture and promotes international awareness. Our school nurtures a child’s natural curiosity and cultivates life-long learning.

We believe in the following values:

Multilingualism

Multilingualism is the norm in most of the world and we believe that children who know more than one language will be better prepared for life in the 21st century,

World Citizenship

By exposing our students and their families to, and immersing them in, a new culture, we will promote informed, active, and responsible world citizenship.

Respect

We believe that all children learn best when they are known and understood as individuals. Each child at our school will be accepted and challenged in the manner that is most appropriate for them. We instill respect for the diversity of humankind by applying social curriculum that is as important as the academic curriculum. This will include manners and etiquette.

Challenges

We believe that children rise to academic challenges that are developmentally appropriate. We are committed to providing a learning environment that teaches and expects students to the best work of which each student is capable.

Involvement

We believe that at the heart of every vibrant school are involved parents, extended families, and their communities. Board members, faculty, and families share in the daily tasks and long-term planning that comprise the ongoing functions of the school.

Healthy Lifestyle

We practice healthy living through nutritious eating and regular exercise in school.

Sustainability

We are committed to the policy of “reduce, reuse, recycle. “

Rilke Schule Goals

Each year the Rilke Schule Goals Committee solicits input from the school community and forms recommendations regarding review and revision of goals.

1. Students will learn to speak German fluently and will have a deep understanding of heritage, cultural norms and customs of German-speaking countries and use German to acquire knowledge not available to them in English.
2. Community Service – each child ~~will be actively~~ will have opportunities to be involved in the community to learn that helping others is a part of being a responsible world citizen.
3. The school will have a financial plan to assure sustainability.
4. Students will have pen pals and e-mail pals in German-speaking countries. Regular exchange trips to partner school(s) will be made and the school will host students from partner school(s)

5. Every family will be expected to fulfill a volunteer commitment to help the school with various needs. Families will also be involved in joint projects, field trips, festivals, performances and similar activities.
6. Traditional holidays and festivals of the German-speaking countries will be celebrated.
7. The curriculum will meet the Content Standards for Alaskan Schools in all areas.
8. Performance standards in each subject area will be evaluated regularly in order to ensure continuity and effectiveness.
9. Students performing below proficient standards will be offered tutoring for German and/or English subjects.
10. The school, its faculty and staff will collaborate with other learning entities to enrich the school life. WE will work with ASD German faculty to develop an excellent German high school program to provide our students with an opportunity to continue their advanced German studies beyond 8th grade. ~~We will work with members of the German government, the Goethe Institute and the American Association of Teachers of German to provide pre-service and in-service staff development.~~
11. Professional development and additional staff training will be emphasized during in-services, as well as on other special occasions.
12. Parents will be continually informed about student progress and school events through various methods, which may include, but are not limited to: newsletters, website, notes sent home, phone calls or e-mails from teachers, regular and special parent conferences, and student portfolios.
13. Staff will be given the opportunity to improve their German through seminars in German-speaking countries.
14. Upon demand, the school will provide before and after school enrichment programs such as: Spanish, ~~Korean~~, other languages, drama, robotics, chess, choir, sports, Legos.
15. The school will maintain an active recycling program and will participate in local, national, and international ecological and conservation projects.
16. Classes in German will be offered for parents and other adults who wish to learn German.

Need for the program

Anchorage has successful language immersion programs in Spanish, Japanese, and Russian. However, there was no German offered at the elementary school level until Rilke Schule opened. Our consistent enrollment numbers and growth for the past two years exceeding 25% show the demand for a German immersion program within the Anchorage School District.

Why should my child learn a foreign language?

Scientific research has shown that foreign language learning increases achievement in basic skills such as communication and listening. It emphasizes brain development and memory, improves understanding of the student's native language, and gives new perspective and understanding of language. Furthermore, it promotes awareness, appreciation, and acceptance of other peoples and cultures and prepares students to participate more fully in the global community and marketplace. Immersion students become more flexible thinkers and exhibit greater nonverbal problem-solving abilities. Many studies have consistently found that immersion students do as well or even better than non-immersion students on standardized tests.

Why German?

One in four Americans is of German descent; there is a rich history of Germans in the USA and in Alaska as well. German and English are the primary business languages of the European economies. More than 1,100 companies do business in German-speaking countries.

Tens of thousands of German-speaking tourists visit Alaska each summer, creating a demand for Alaskans who are comfortable in that language.

German has proven to be a language of high interest in Alaska, which has the second highest percent of students learning German in the United States, after Pennsylvania. Every high school in Anchorage has a solid German program and our students and teachers have won national honors, including free trips to Germany.

The University of Alaska offers a major in German, so students can now continue their education in their home state. German is the most frequently recommended language by U.S. universities.

Germany has provided a rich literary, musical, scientific and political legacy for the evolution on Western Civilization. Ten percent of the books published in the world are in German. Mastery of German provides insights into German literature, science, history and culture, which cannot be obtained in translation.

Curriculum

All curriculum decisions at Rilke Schule are led by district and state content and performance standards, in conjunction with current knowledge of best practices in education.

German Language – Standards for German are based on the National Foreign Language Standards, which include the Alaska and ASD world language standards. Students begin developing their German oral and aural skills in kindergarten and gradually add reading and writing as appropriate. Teachers speak only German in class and gradually add reading and writing as appropriate. Teachers speak only German in class and students are encouraged to do the same, resulting in early fluency. German grammar is taught as needed in the curriculum in grades 1 – 3 and formal grammar is thoroughly taught beginning in fourth grade. ~~Students have shown their ability in German by winning over thirty prizes in a national writing contest and by passing the international A2 German exam. Eventually all students will be expected to pass the A2 German exam after fifth grade and the B1 exam at the end of eighth grade.~~

Students annually demonstrate their ability in German by passing the international A1 and A2 German exam. Students will also have the opportunity to take the B1 exam.

~~See Appendix W for grade level German standards.~~

English Language Arts – The language arts program at Rilke was developed using best practices in all areas of language arts including but not limited to: phonemic awareness, phonics fluency, vocabulary, comprehension,

writing skills. Curriculum comes from both Houghton-Mifflin and Great Source and includes reading and writing in both German and English. Students compete in district activities including Battle of the Books and Spelling Bee.

Science – In all grade levels ASD science frameworks are used. In grades K-6, ASD science kits are utilized and form the basis for science education in both languages. ~~In grades 7 and 8, students use the Prentice Hall Science Explorer series and basis for science education in both languages. Students participate in state and local events including the state science fair.~~ In grades 7 and 8, ASD grade level expectations and science pacing guides are utilized. Students in grades 4 through 8 participate in a school science fair and are encouraged to participate in the state science fair.

Social Studies – In addition to meeting state and local standards, which include geography, history, economics, American history, and American government. Rilke Schule’s social studies program also emphasizes the German language experience, through history, economics and geography. ~~All levels are taught considering Culturally Responsive Education standards.~~

~~See Appendix S for social studies grade level curriculum chart.~~

Technology – Technology use and instruction is integrated into curriculum and lessons.

Math – Math curriculum varies at different levels, but all levels meet or exceed ASD and State of Alaska content and performance standards.

~~Kindergarten math is taught using various worksheets and activities in both English and German. In grades one and two math is taught in the German language using German texts *Das Aahlenbugh 1 & 2, Matheprofis 2 & 3* and Scott Foresman Addison Wesley Mathematics and Investigations in Numbers, Data and Space by Pearson. Renaissance Learning Accelerated Math is used to support math concepts. In grades seven and eight, math is taught as part of the English language curriculum. Pearson Prentice Hall Mathematics, Courses 1, 2, and 3, is the textbook series used. Renaissance Learning Accelerated Math is used to support math concepts.~~

Art, Music, Drama – Fine Arts at Rilke are taught both via pull-out classes instructed by specialists in the field, highly integrated into classroom units and lessons, and also offered as afterschool enrichment activities and classes. Student work is displayed prominently around the school. Performances are held several times during the year.

P.E., Wellness, Health ~~—Rilke Schule employs a half time P.E. instructor.~~ German sports are integrated into the P.E. program. Outside of formal instruction, students spend daily time engaging in outdoor recreation. Wellness and Health is integrated into both language sides of the curriculum. Wellness activities also take place during afterschool activities. Students participate in district life-long wellness activities. ~~such as Red Ribbon Week and Healthy Futures.~~

Assessment and Grading

Each student's math and language art skills will be assessed to determine proper academic individualization within the program. ~~To determine placement, assessments provided by the publishers of textbooks and specially developed for Language Arts for Rilke Schule will be used. To determine placement, several forms of assessment will be utilized to include; AIMSweb, DRA, AMP, and teacher designed assessments and recommendations.~~

~~Academic boot camp will be available after school in English and German subjects for students who need help.~~

Student formative assessments will be used regularly throughout the year, in all curricular areas, using both oral and written assessment tools. Standardized tests will be administered as per ASD requirements. Rilke Schule students will participate in all required ASD testing. ~~including, but not limited to: DRA, SBA and TerraNova.~~

Assessments of German language skills will also take place. Those assessments may include: Deutsches Sprachdiplom (German Language Diploma) at levels A2 and B1 and the AATG National German High School Exam. The staff faculty and the APC will review the overall results of both the standardized tests and the German assessments to determine how the program can be improved.

~~The kindergarten report cards will be a combination of Anchorage School District's Developmental Profile and a German skills checklist from both the German and English instructors. A narrative will be added during the 2nd and 4th semesters. All other grades will receive report cards comparable to the regular ASD report card, however they will use the German grading system (the cards will also show the American equivalents).~~

~~German Grade English Equivalent Percentage~~

German Grade	English Grade	Percentage
1	A+	98-100%
2	A	92-97%
3	B	84-91%
4	C	72-83%
5	D	62-71%
6	F	Below 62%

Schedule and Calendar

Rilke Schule daily student contact schedule is 8:15am – 3pm from Monday through Thursday, and from 8:15am – ~~1:30pm~~ 1:45 pm on Friday. Friday afternoons, from ~~1:30pm~~ 1:45 pm– 3pm, are used by staff for collaborative planning, training and staff development.

Students have the opportunity to participate in ~~Verein sponsored~~ afterschool enrichment activities during that time.

Rilke Schule will follow the Anchorage School District yearly calendar, including but not limited to mandated testing dates and parent-teacher conferences and holidays. ~~Rilke Schule reserves the right to ask for modification of teacher in-service days in order for teachers to attend specialized training pertinent to Rilke Schule's program.~~

Special Education Services

Special Education students, bilingual students, and gifted students are serviced through both inclusion and pull-out services as determined by the best interest of the student. Resource and related services teachers collaborate with classroom teachers to ensure modification of differentiation of instruction and assessment in meeting students' needs. These teachers also provide testing and creation of IEP's for students. Rilke Schule complies with Anchorage School District and State of Alaska laws and statutes regarding special education students.

Proof of Student Achievement

~~Rilke Schule students have participated in state required testing for two years. Rilke Schule made Adequate Yearly Progress (AYP). School participation rate for the 08-09 testing year was 100%. Percent proficient for Language Arts was 94%, well above the target of 66.4%. Percent proficient for Math was 80.7%, well above the target of 54%~~

Rilke Schule students participate in all state required testing. Rilke's report card, Climate and Connectedness survey, and Destination 2020 report are attached

f. Admission Policies and Procedures

The Rilke Schule German School of Arts and Sciences uses the ~~same calendar of registration that alternative programs use in the ASD.~~ ASD calendar for planning purpose.

Rilke Schule Kindergarten and 1st grade students follow the same attendance starting dates as other ASD schools using the Ready, Set, Learn program.

Beginning in the 2015-2016 school year, only new kindergarten students will be added to the program through the lottery system and not be required to demonstrate leveled proficiency in German. First grade and above students can only enroll into Rilke Schule's program by showing German language proficiency regardless of lottery placement. Rilke Schule's existing language testing will be the determining factor for proficiency. Rilke

Schule reserves the right to add additional classes or combine classes as necessary to maintain a full student count.

~~See Appendix T for ASD calendar.~~

The Rilke Schule follows ASD's lottery and enrollment guidelines for charter schools per ASD policy. Lottery dates may be added, if school and community needs require. Lottery lists and waitlists shall be created in accordance with ASD policy on charter school lottery procedures. Lottery procedures will also include a preference for children of Rilke Schule staff members.

~~Beginning in the 2010-2011 school year, only new Kindergarten and beginning 1st grade students will be added into the program. First graders who have spent more than one quarter at another school and new students at grades 2 and higher will not be added into Rilke Schule's program, unless the incoming student is a fluent German speaker. Rilke Schule reserves the right to add additional classes or combine classes as necessary to maintain a full student count.~~

~~See Appendix H for lottery application form.~~

~~For Students who have I.E.P.s and/or 504 plans, application and admission procedures follow ASD's memorandum on Lottery School Admission Procedures for Special Education Students dated August 7, 2009.~~

~~See Appendix I for Lottery School Admission Procedure Memorandum.~~

~~See Appendix J for ASD policy 332.3 Lottery Procedures / Open Enrollment~~

~~Ongoing recruitment plans include:~~

~~The Kinderfest program will be held monthly from December through April. These two hour sessions are designed for students entering Kindergarten or 1st grade, and their parents to have an opportunity to experience a German language immersion kindergarten.~~

~~Flyers about Rilke Schule and the Kinderfest program are distributed to preschool and childcare programs throughout Anchorage.~~

~~Rilke Schule will participate in the ASD Alternative Schools Fair.~~

The Rilke Schule German School of Arts and Sciences operates under the umbrella of the ASD. Therefore it will adopt the following statement of non-discrimination from the Anchorage School District and will make it publicly available to community members in handbooks and at the school facility.

Source: http://www.askd12.org/forms/uploads/Statement_NonDiscrimination.pdf

Anchorage School District Equal Employment Opportunity Office
ASD Statement of Nondiscrimination

Note:

This statement in its entirety must be placed in all school newsletters twice each school year.

This statement must also be posted in each school, unit and department in the District. Posters are available from the EEO Office.

The Anchorage School Board is committed to a policy of nondiscrimination on the basis of race, religion, sex, age, national origin, economic status, handicap, and other human differences protected by law. No person shall be excluded from participation in, or denied the benefits of educational opportunities and services, academic or extracurricular, offered by the District.

It is the policy of the District to comply with the statutes, regulations and executive orders enforced by Federal, State and Municipal agencies, including but not limited to [Executive order 11246, Title 41, part 60-1, 60-2, 60-3, Title VI and VII of the 1964 Civil Rights Act, and Title IX of the Education Amendments Act of 1972, and section 504](#). The Anchorage School District believes strongly that a learning environment must be structured to reflect diverse cultural traditions and contributions. Furthermore, the Anchorage School District values diversity among students and staff and believes that all students and staff have the right to participate in school activities free from prejudice. The Anchorage School District has zero tolerance for any behaviors that ridicule, harass, intimidate, or otherwise threaten students, staff and community members on school campus or at school activities. Individuals and/or groups are in violation of this policy if they:

- Make demanding remarks directly or indirectly, such as name-calling, racial slurs or “jokes”; or
- Physically threaten or harm an individual; or
- Display visual or written materials or deface, damage, or destroy property or materials; or
- Perform any other act that is a clearly discriminatory or harassing in nature;

Because of the person's race, creed, gender, national origin, age, language spoken, ability, disability, marital status, political or religious beliefs, physical or mental condition, family, social, or cultural background or sexual orientation.

Students or staff members who believe that they have been the subject of harassment and/or discriminatory behavior will report the incident immediately to the principal or department supervisor. [Complaints regarding harassment/discriminatory behavior will be investigated immediately. Inquiries or complaints regarding any rights protected by law or policy may be addressed to the School District Equal Employment Opportunity Director, who serves as the Title IX Coordinator, ASD Education Center, 5530 E. Northern Lights Blvd. Anchorage, AK 99504-3135, \(907\)742-4132 or to any of the following external agencies: Alaska State Commission for Human Rights, Anchorage Equal Rights Commission, Director of the Office for Civil Rights, Department of Education, Department of Health and Human Services.](#)

Any student, staff or community member who violates on a school campus or at a school activity this policy by engaging in conduct defined above that directly or indirectly causes intimidation, harassment or physical harm to another student or staff member will be subject to appropriate disciplinary action.

AERC 2003
7/2009

Deselection

~~Deselection of a student due to students' failure to comply with school rules and standards will be based upon a review of the students' behavior referrals throughout the school year and will take into consideration continual willingness to comply, effort and behavior. Deselection of a student due to lack of parental compliance with school rules and procedures as outlined in the parent handbook will be considered on a case-by-case basis. Rilke Schule APC is currently working on creating a written policy, which will follow due process in all aspects of deselection.~~

g. Administrative Policies

The Rilke Schule follows the Anchorage School District administrative policies and regulations as they apply to charter schools within the provisions of law and school board policy.

The Rilke Schule currently has no requested exemptions from Anchorage School Board policies or regulations, but the APC reserves the right to request exemptions in the future should such need arise.

The Rilke Schule currently has no requested exemptions from current bargaining agreements, but the APC reserves the right to request exemptions in the future should such need arise.

Rilke Schule daily student contact schedule is 8:15am – 3pm from Monday through Thursday, and 8:15-~~1:30~~ 1:45 on Friday. ~~While this increases the student contact time daily from Monday – Thursday. It does not add time to the weekly student contact time, so therefore does not require a waiver.~~ The schedule has been approved by Rilke Schule Staff, Rilke Schule APC, the ASD superintendent, and Anchorage Education Association. Friday afternoons from ~~1:30pm~~ 1:45-3pm are used for collaborative planning, training, and staff for professional development.

Prospective employees are told of the different schedule, the nutrition policy, parent pick up, classroom procedures and the dress code during interviews.

h. Funding Allocation and Annual Program Budget

~~The 2009-2010 budget was based on a projection of 240 students. However, during the count period we maintained an average of 265 students, and are awaiting the deposit by ASD of the additional funds.~~

~~The Rilke Schule 2010-2011 program budget is based on a projected enrollment of 288 students, based on the per pupil funding formula as per AS 14.03.260, and may be supplemented by grants, fund raisers, and additional funds if any supplied by the ASD. The projected funding for the 2010-2011 school year is \$8247.00 per pupil. The total projected budget for 2010-2011 is \$2,375,136.00. This amount is figured after the reduction of the 3.82% ASD indirect costs. This money is distributed as follows: Salaries \$1,155,331.00, Supplies and Materials \$38,850.00, Liability Insurance \$11,000.00, and Capital Outlay \$1,747.00.~~

~~Details are set forth in Appendix M, Rilke Schule 2010-2011 projected budget. See Appendix P for Rilke Schule 2009-2010 budget. See Appendix N and O for financial overview.~~

~~Rilke Schule's student population during the count period in October 2009 was 265. The Rilke Schule APC has approved adding two full Kindergarten classes for 2010-2011. The projected population for 2010-2011 is based on adding additional Kindergarten students and reducing the total number by a projected attrition, based on an average of Rilke Schule's historical attrition rates.~~

~~See Appendix R for a projected growth chart for the next 10 years.~~

~~Additional monies that are currently enjoyed by Rilke Schule include a German government sponsored grant, which is written to the school's parent support group, Rilke Schule Verein. The money is currently being spent on German textbooks and readers for our students. The granted amount has been 15,000 Euros for each of the past two years. The currently equivalent has exchanged to over \$21,000.00 each year.~~

The 2015-2016 budget outlook is based on a projection of 486 students. Rilke Schule's budget is managed in accordance with all ASD policies.

Additional monies that are currently enjoyed by Rilke Schule outside of ASD allocation include a German government sponsored grant, which is written to the school. The money is currently being spent on German curriculum and technology for our students. The granted amount has been between 14,000 and 15,000 euros.

Rilke Schule receives funding from the Quality Schools Initiative.

Rilke Schule students are charged an annual activity fee. The current amount is \$125.00 per child. These monies help sponsor student activities, field trips, student projects, supplies and technology needs. The money is managed through our Student Activities / School Discretionary Fund, commonly known as the "5 fund". The money is deposited with the Anchorage School District, and allocated through the ASD approved purchasing process.

Rilke Schule receives funding from the Quality Schools Initiative ~~equivalent to all ASD schools.~~

~~Other than the efforts of the supporting parent organization, The Rilke Schule Verein, there are no fund-raising events in progress.~~

~~Rilke Schule students are charged an annual incidentals fee. The current amount is \$100.00 per child. Additional children in the same family are charged a reduced rate of \$90.00. These monies help sponsor student activities, field trips, and student projects. The money are managed through our Student Activities /~~

~~School Discretionary Fund, commonly known as the “5 fund”. The money is deposited with the Anchorage School District, and allocated through ASD approved purchasing process.~~

i. Method by Which the Charter School Shall Account for Receipts and Expenditures

Rilke Schule complies with AS 14.17.910 on Restrictions Governing Receipt and Expenditure of Money from Public School Foundation Accounts.

Rilke Schule accounts for receipts and expenditures by using and complying with all Anchorage School District accounting, auditing, and fiscal procedures that apply to charter schools.

Rilke Schule grants ASD accounting personnel access to financial records and plans as needed, in cooperation with ASD accounting department and Anchorage School Board policies, and in compliance with AS 14.17.910

Rilke Schule has requested no waivers at this time, but reserves the right to request waivers, should the need arise.

All leases, debts and other financial obligations of Rilke Schule shall not constitute a debt, liability or financial obligation for either the Anchorage School Board or the Anchorage School District.

j. Location and Description of the Facility

~~Rilke Schule is housed in a leased facility located at 650 W International Airport Road, Anchorage, AK 99518. A lease is currently in place with International Airport, LLC until June 30 2010. Custodial services are provided for within the lease.~~

~~A copy of the current lease is attached as Appendix Q~~

~~The renegotiation process begins January 2010. Meanwhile, there is an ongoing effort to locate a more suitable and cost effective facility that includes better access, parking, gymnasium space and outdoor playground space.~~

~~The current facility consists of approximately 25,000 square feet. Included in this are 13 grade level classrooms, an art room, music room, library space, and a gym/multipurpose room. Support spaces include a Principal’s office, administrative office space, resource room, workroom, staff lounge, storage space, server room, janitorial closets, and a nurse’s office. A playground space with equipment and a space for running and games is also provided.~~

~~A map of the current facility is included with the lease as Appendix Q~~

All applicable federal, state and local requirements concerning health, safety and fire codes will be maintained by the school facility. Rilke Schule shall remain in compliance with all applicable codes for the life of the contract.

A copy of Rilke’s lease and facility layout are attached Appendix K.

Rilke’s physical address starting 2015-2016 school year–
1846 E 64th Ave

Anchorage AK 99507

Rilke's new facility consists of approximately 39,500 square feet. Included in this are all classrooms needed under one roof, an art room, music room, library space, and a gym/multipurpose room. Support spaces include a principal's office, administrative office space, resource room, workroom, staff lounge, storage space, server room, janitorial closets, and a nurse's office. A playground space with equipment and a space for running and games is also provided.

~~At this time Rilke Schule is not utilizing ASD space, but requests the right of consideration should appropriate space become available in the future.~~

k. Teachers / Administrators in the Charter School

~~Rilke Schule certificated teachers for the 2009-2010 school year are:~~

~~Marilyn Ballagh~~

~~Peter Birmanns~~

~~Claudia Bittlingemaier~~

~~Stephanie Campbell~~

~~Elizabeth Cooper~~

~~Kevin Downie~~

~~Michael Helgesen~~

~~Judith Keihl-Teekell~~

~~Charmin Martin~~

~~Jessica Martin~~

~~Kim Nelson~~

~~Catherine Richards~~

~~Debraq Schwicht~~

~~Braqnden Strauch~~

~~Tim Whiteley~~

Teachers -

Michael Helgesen- K

Nicole Crawford- K

Jessica Martin- K

Bryan Bearss-1

Judith Keihl-Teekell- 1

Sheila Green- 1

Tyler Schlagenhauf- 1

Heather Tarrant- 2

Natalie Hayes- 2

Carrie Ross- 2

Lynette Brickwell- 2

Peter Birmanns- 3

Debra Schwicht- 3
 Catherine Radke- 3
 Lisa Cooper- 3
 Corinne Kubena- 4
 Claudia Bittlingmaier- 4
 Breanna Drumm- 5
 Matt Spence- 5
 Sasha Johnson- 6,7,8
 Susan Oakley- 6,7,8
 Tobias Radke- 6,7,8
 Kevin Downie- Music
 Mary Collins- Art
 Jill Doniere- Art
 Timothy Whitley- PE
 Trond Flagstad- PE

~~A majority of these staff members have been with the school since its opening. Several staff members have been added as the school population has grown.~~

Rilke Schule school staff also includes an itinerant related services staff in addition to the resource teacher. This staff includes a school psychologist, speech teacher, ELL teacher, OT, and PT.

Rilke Schule employs a Full-time, Type-B certificated, principal. The current Principal is ~~Crystal Wrabetz~~ Dean Ball. ~~who has been principal since the school opened.~~

Evaluation for Rilke Schule employees is the same as other ASD employees. Staff is evaluated using the applicable performance method, as directed by ASD, Totem or ACE contracts.

Principal evaluations are done by the APC. ASD evaluation is done per the State Board of Education and Early Development and the Anchorage School District Performance Standards for Administrators. An additional annual review is done by the APC, utilizing additional performance indicators specific to Rilke Schule.

I. Other Staff in the Charter School

~~In addition to teachers, Rilke Schule currently employs the following staff positions:~~

~~1 Administrative Assistant—Julie Pierce~~

~~1 School Secretary—Terri Wood~~

~~2 Teacher's Assistants—Angelika West & Amanda Marley~~

~~1 Nurse—Part Time—Elizabeth Lee~~

Other staff members-

Amanda Marley- Secretary

Heather Reier- Club assistance

Dana Graham- Administrative Assistant
Robae Robinson- Nurse

m. Pupil –Teacher Ratio

~~Pupil Teacher Ratio for the 09-10 school year is 1:17, based on 265 full-time students and including a part-time special education teacher. Maximum allowable enrollment is currently 300, which would give Rilke Schule a maximum PTR of 1:20, if the hours of the special education remain the same.~~

~~Pupil to teacher ratio for Rilke Schule currently ranges from 12-1 up to 25-1. Rilke's long term goal is to keep student ratios at or below 25-1, but will adjust for management needs.~~

n. Number of Students Served

~~Projected student numbers for the 2010-2011 school year are 288 students, accounting for the average percent of attrition historically seen at Rilke Schule and the addition of two classes of Kindergarteners. The interest for the program for the 2009-2010 school year was so high that four kindergarten classes were admitted.~~

~~The APC requests authorization from the Anchorage School Board to raise maximum enrollment at 400 students.~~

~~See Appendix R for a 10-year projection, maintaining two full Kindergarten classes yearly.~~

~~Projected student numbers for the 2015-2016 school year are 486 students, accounting for the average percent of attrition historically seen at Rilke Schule and the addition of 4 classes of kindergarteners.~~

~~Allowed student enrollment at Rilke Schule is 520 students~~

o. Transportation

Parents or guardians of students at Rilke Schule are responsible for providing timely transportation for their child to and from school daily.

p. Food Service

It is the responsibility of Rilke Schule parents or guardians to provide daily lunches in accordance with the school's healthy nutrition policy for their child. Rilke Schule parents, working in conjunction with a nutritionist, have developed nutrition guidelines which are posted on the school's website and sent home at the beginning of the year in pamphlet form.

See Appendix V the Rilke Schule Healthy Nutrition pamphlet.

q. Term of the Contract

Rilke Schule requests a 10-year charter school contract, the maximum allowable by ASD and Alaska Statutes.

r. Termination Clause

A termination clause is provided in the contract. The language of the termination clause reads as follows.

“ This contract may be terminated by the School Board for the Charter School’s failure to meet the educational achievement goals or fiscal management standards, for a default in any material provision of the agreement or for other good cause. The School Board shall provide at least 30 days written notice to Charter School of its intent to terminate this contact and the reason therefore. If Charter School fails to remedy the cause for termination within the time provided in the notice, then this contact 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. Charter School may terminate the contact on an annual basis. In such event, Charter School shall notify the District by February 1 of a given school year of its intent to cease operations the following year.”

s. Certification of Compliance for Receipt and Use of Public Money

Rilke Schule certifies that it will comply with all federal, state and local requirements for the receipt and use of public money.

t. State Requirements

Rilke Schule is applying to the State of Alaska ~~Department of Education and Early Childhood (EEC) for a charter renewal. At this time,~~

~~See pages 20-40 for State of Alaska EEC application.~~

u. Other Requirements

At this time, Rilke Schule has no additional provisions to be included in this contract. ~~Rilke Schule does not request waivers from any Anchorage School Board policy or regulation, nor from any State of Alaska regulation, but reserves the right to request the consideration through appropriate channels should the need be required in the future.~~

