

Family Partnership
Charter School

Year End

Report

2004-2005

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Family Partnership Charter School

Our Mission

Family Partnership Charter School is committed to a framework in which mankind's first and most basic school, the home, is supported by the community as a viable educational alternative. The charter school is to be a non-sectarian partnership school between students, parents, professional educators and community members where as many families as desire will customize an education for their children. It is an association of family-based learners who will utilize a school without walls wherein parents are to bear the primary responsibility for the management of their children's education.

Principal's Statement

Family Partnership has had a wonderful year. Communication, and thus trust, vision, and stewardship have all been present. We have implemented changes in our academic and business practices that I feel make our program stronger, more efficient and accountable. I have read all of the individualized learning plans, asked for many to include more information, but have been pleased with the wide range of educational opportunities that this program enables families to implement.

Our on-line system will have additional changes that streamline entries and have more built in systems to direct users to make acceptable charter choices when designing and implementing courses and their goods and services. We are also directing families to use Alaska Curriculum Standards and the web based Program of Studies in their course designs.

Although FPCS does not have any Special Education Services we have increased our liaison position from 0.15 to half time. Debra Smith has done a wonderful job and all accounts. We have worked with 60+ students in Special Education and 504's this year. Quarterly updates of every student's educational situation have been completed and correct documentation has been noted.

In all, we are a healthy school that is striving to improve. We hope to support our teachers and families with additional trainings. We are making our enrollment and academic planning processes more clear while being committed to provide clarity to the many curriculum choices on the educational market.

Attainment of Student Performance Expectations 2004-2005

High School Graduation Qualifying Examination

Fall

| | Reading | | | Writing | | | Math | | |
|----------|---------|-------|-------|---------|-------|-------|-------|-----|-----|
| | Total | P | NP | Total | P | NP | Total | P | NP |
| # tested | 14 | 9 | 5 | 13 | 10 | 3 | 48 | 36 | 12 |
| Percent | 100% | 64.3% | 35.7% | 100% | 76.9% | 23.1% | 100% | 68% | 32% |

Spring

| | Reading | | | Writing | | | Math | | |
|----------|---------|-------|-------|---------|-------|------|-------|-----|-----|
| | Total | P | NP | Total | P | NP | Total | P | NP |
| # tested | 36 | 29 | 7 | 34 | 33 | 1 | 48 | 36 | 12 |
| Percent | 100% | 80.6% | 19.4% | 100% | 97.1% | 2.9% | 100% | 75% | 25% |

Grade 7

| | Reading | Writing | Math |
|----------------------------|---------|---------|-------|
| Number of students | 44 | 44 | 45 |
| Median National Percentile | 71.5% | 73.5% | 45.7% |

Grade 5

| | Reading | Writing | Math |
|----------------------------|---------|---------|-------|
| Number of students | 27 | 27 | 27 |
| Median National Percentile | 80% | 76.3% | 67.0% |

CAT COMPLETE BATTERY

Group List Report, Part I

School: FAMILY PARTNER

Grade: 5

Purpose

This report summarizes achievement data for a specified group. Part I provides a variety of norm-referenced scores for the group; Part II provides the individual scores for each student. Together with classroom assessments and classwork, this information can be used to identify potential strengths and needs in the content areas shown.

ALASKA STATE NRT

Number of students: 27
Number of students using accommodations: 0

Form/Level: D-15
Test Date: 02/11/05 Scoring: PATTERN (IRT)
QM: 21 Norms Date: 2000
District: ANCHORAGE 05-6010
State: ALASKA

City/State: ANCHORAGE, AK

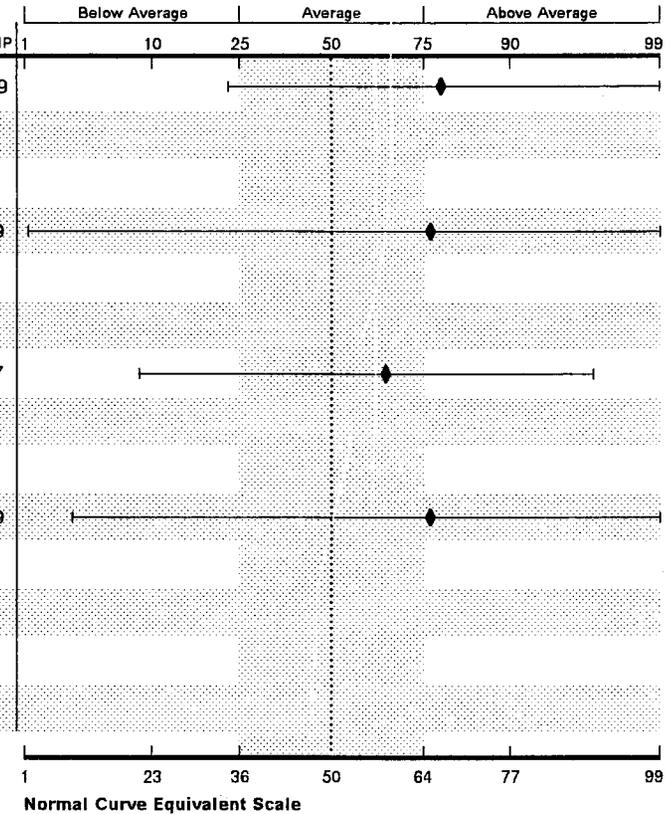
CTBID: 05083M006374006-03-00049-000062

Norm-Referenced Scores

| | No. of Stdnts | No. using Accom* | MNCE | MSS | NCENP | MDNP | Low/High NP |
|---------------|---------------|------------------|------|-------|-------|------|-------------|
| Reading | 27 | 0 | 67.9 | 685.3 | 80 | 80.0 | 24-99 |
| Language | 27 | 0 | 64.2 | 677.0 | 75 | 76.3 | 1-99 |
| Mathematics | 27 | 0 | 57.1 | 654.7 | 63 | 67.0 | 8-97 |
| Total Score** | 27 | 0 | 64.3 | 672.4 | 75 | 76.7 | 3-99 |

* Based on locally reported data
** Total score consists of Reading, Language, Mathematics

National Percentile Scale



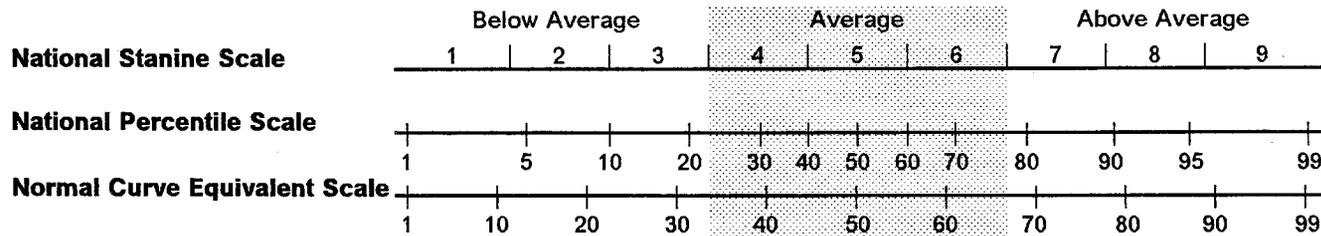
MNCE: Mean Normal Curve Equivalent
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NCENP: NP of the MNCE
MDNP: Median National Percentile
Accom: Accommodations

Observations

Displayed on the left are the norm-referenced scores for every content area tested. The Median National Percentile (MDNP) score, and the lowest and highest National Percentile (NP) scores of the group are shown in the last two columns. Displayed on the right is a graph of the MDNP scores. The MDNP is indicated by the diamond. The width of the band running through the diamond represents the range (low to high) of the students' scores. The shaded area on the graph represents the average range of scores, defined as the middle 50 percent of students nationally. One of the group's four MDNP scores is in the average range. Scores in the area to the right of the shading are above the average range.

Scores in the area to the left of the shading are below the average range. Three MDNP scores are above the average range and no MDNP scores are below the average range. In Reading, for example, the MDNP score is 80.0, which is above the average range. The lowest Reading score in the group is 24 and the highest is 99. (This information is shown both on the graph and in the "Low/High NP" column.)

Additional information about the interpretation of these scores and the use of test results can be found in the *Teacher's Guide to TerraNova, The Second Edition* and at CTB's website, www.ctb.com.



Key Terms

A **Scale Score (SS)** is the basis for other norm-referenced scores. The Scale Score describes achievement on a continuum that in most cases spans the complete range of Kindergarten through Grade 12. Scale Scores range in value from approximately 100 to 900. The **Mean Scale Score (MSS)** is obtained by adding the Scale Scores of all students in a group, then dividing by the number of students in that group.

Norm-Referenced Scores come from a standardized assessment and compare a student or group of students with a specified reference group (norm group), usually others of the same grade and age.

An **Anticipated Achievement Score (AA)** compares an individual student's level of achievement with that of students of similar age, grade, and cognitive ability. Anticipated Achievement Scores are a function of age, grade, and scores on *InView*. If a student's age is outside the age range used in the formula to compute AA, his or her age is reset to the minimum or maximum value of the range. The AA for students whose ages have been reset may not be as precise as the AA for students whose ages are within the range specified for each grade. (Only applicable when *InView* is taken.)

A **Difference (DIFF)** is noted by the words "Above" or "Below" when there is an educationally meaningful difference between the group's or individual student's obtained and anticipated scores. The difference is considered meaningful when there is a 7-unit difference between the obtained Normal Curve Equivalent (NCE) and anticipated NCE scores. (Only applicable when *InView* is taken.)

A **National Percentile (NP)** is the percentage of students in a norm group whose scores fall below a given student's score. For example, a student that scored at the 65th percentile in Reading indicates that the student scored equal to or above 65% of students nationwide in Reading. National Percentiles of 25-75 are considered to be in the average range, and thus the student's achievement in the example above can be interpreted to be in the upper end of the average range. The correspondence among National Percentiles, National Stanines, and Normal Curve Equivalents is shown in the graph above. The **Median National Percentile (MDNP)** is the score that divides the distribution in half. If the Median National Percentile for your group was 78, for example, that would mean that half of the National Percentile scores were above 78 and the other half were below 78. The Median National Percentile for the nation is 50.

A **Local Percentile (LP)** is the percentage of students in a local group whose scores fall below a given student's score.

The **Normal Curve Equivalent (NCE)** scale ranges from 1 to 99, and coincides with the National Percentile scale at 1, 50, and 99 (see line graph above). Normal Curve Equivalents have many of the same characteristics as percentile ranks, but have the additional advantage of being based on an equal-interval scale. The difference between two successive scores on the scale has the same meaning throughout the scale. This property allows for meaningful comparisons among different achievement tests. The **Mean Normal Curve Equivalent (MNCE)** is computed by adding the Normal Curve Equivalent scores of all students in a group, then dividing by the number of students in that group.

The **National Stanine (NS)** scale divides the scores of the norm population into nine groups (see the National Stanine line graph above). Because stanines are single-digit numbers, they are less likely than National Percentiles to be confused with the percentage of items answered correctly; however, they lack precision. For example, a student with a National Stanine of 6 could have a National Percentile as low as 60 and as high as 77 (see line graph above). The **Mean National Stanine (MNS)** is computed by adding all of the National Stanines of all the students in the group, then dividing by the number of students in that group.

A **Grade Equivalent (GE)** indicates the year and month of school for which a student's level of performance is typical. For example, a Grade Equivalent of 8.5 is interpreted to mean that the student's achievement is at a level that is typical of students who have completed the fifth month of Grade 8 (September being designated as .0, June as .9). A Grade Equivalent that is within approximately two years of the student's actual grade placement is generally considered an accurate description of the student's level of achievement. *Use caution, however. A student in Grade 3 may attain a Grade Equivalent of 6.6. This does not mean that the student is capable of doing sixth-grade work, only that the student is scoring well above average for Grade 3.* Derived from the Mean Scale Score (MSS), the **Grade Mean Equivalent (GME)** describes the year and month of school at which the local group's Mean Scale Score equals the National Mean. If a Mean Scale Score of 677, for example, converts to a Grade Mean Equivalent of 8.8, it indicates that 677 is the Mean National Scale Score for students who have completed the eighth month of Grade 8.

Additional information about the interpretation of these scores and the use of test results can be found in the *Teacher's Guide to TerraNova, The Second Edition* and at CTB's website, www.ctb.com.

CAT COMPLETE BATTERY

Group List Report, Part I

School: FAMILY PARTNER

Grade: 7

Purpose

This report summarizes achievement data for a specified group. Part I provides a variety of norm-referenced scores for the group; Part II provides the individual scores for each student. Together with classroom assessments and classwork, this information can be used to identify potential strengths and needs in the content areas shown.

ALASKA STATE NRT

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Number of students using accommodations: 0

Form/Level: D-17
Test Date: 02/11/05 Scoring: PATTERN (IRT)
QM: 21 Norms Date: 2000
District: ANCHORAGE 05-6010
State: ALASKA

City/State: ANCHORAGE, AK

CTBID: 05083M006374006-03-00049-000063

Norm-Referenced Scores

| | No. of Stdnts | No. using Accom* | MNCE | MSS | NCENP | MDNP | Low/High NP |
|---------------|---------------|------------------|------|-------|-------|------|-------------|
| Reading | 44 | 0 | 62.2 | 685.9 | 72 | 71.5 | 1-98 |
| Language | 44 | 0 | 61.1 | 678.9 | 70 | 73.5 | 9-99 |
| Mathematics | 45 | 0 | 49.7 | 668.4 | 49 | 45.7 | 1-99 |
| Total Score** | 43 | 0 | 58.5 | 679.0 | 66 | 72.0 | 1-97 |

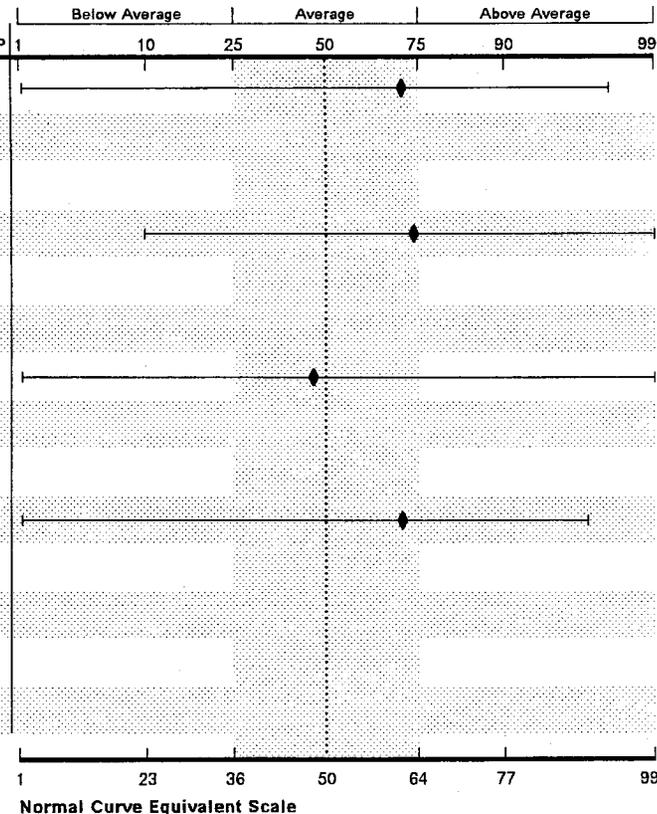
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Displayed on the left are the norm-referenced scores for every content area tested. The Median National Percentile (MDNP) score, and the lowest and highest National Percentile (NP) scores of the group are shown in the last two columns. Displayed on the right is a graph of the MDNP scores. The MDNP is indicated by the diamond. The width of the band running through the diamond represents the range (low to high) of the students' scores. The shaded area on the graph represents the average range of scores, defined as the middle 50 percent of students nationally. Four of the group's four MDNP scores are in the average range. Scores in the area to the right of the shading are above the average range.

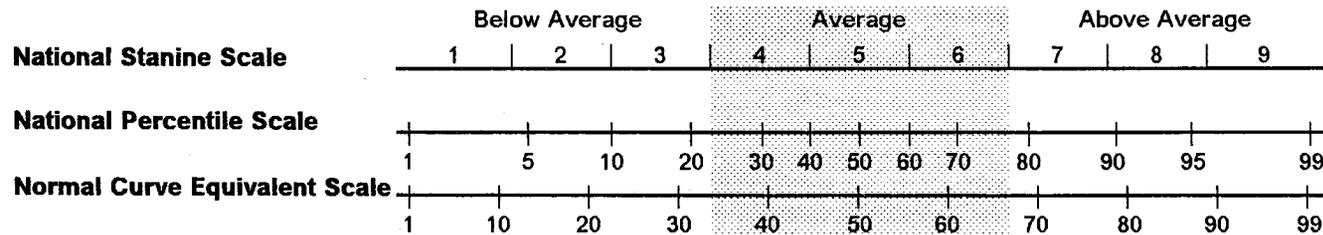
National Percentile Scale



Key: Low NP | Median | High NP

Scores in the area to the left of the shading are below the average range. No MDNP scores are above the average range and no MDNP scores are below the average range. In Reading, for example, the MDNP score is 71.5, which is in the average range. The lowest Reading score in the group is 1 and the highest is 98. (This information is shown both on the graph and in the "Low/High NP" column.)

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CAT COMPLETE BATTERY

Group List Report, Part I

Class: FAMILY P

Grade: 5.5

Purpose

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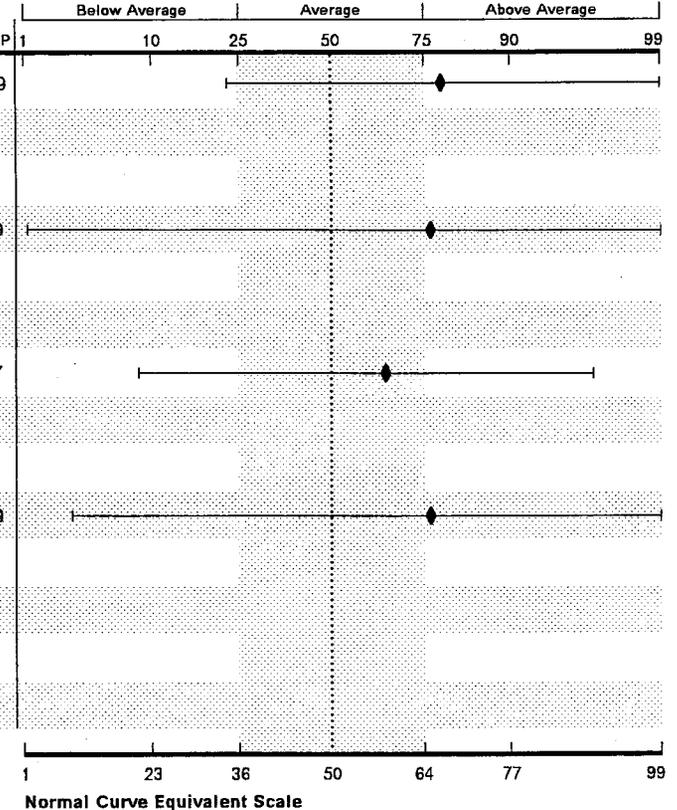
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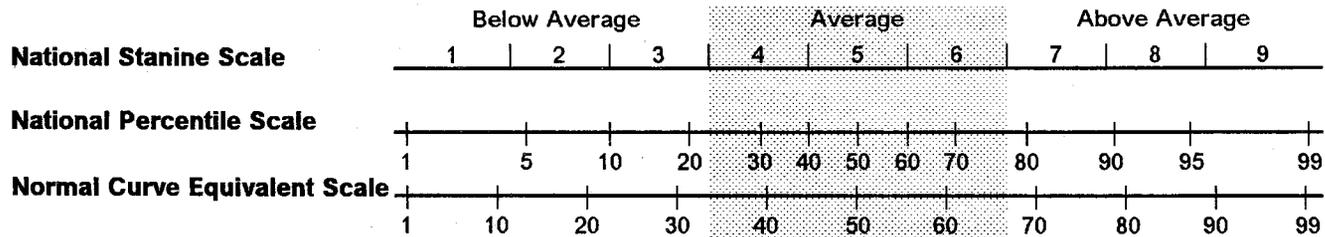
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CAT COMPLETE BATTERY

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Grade: 7.5

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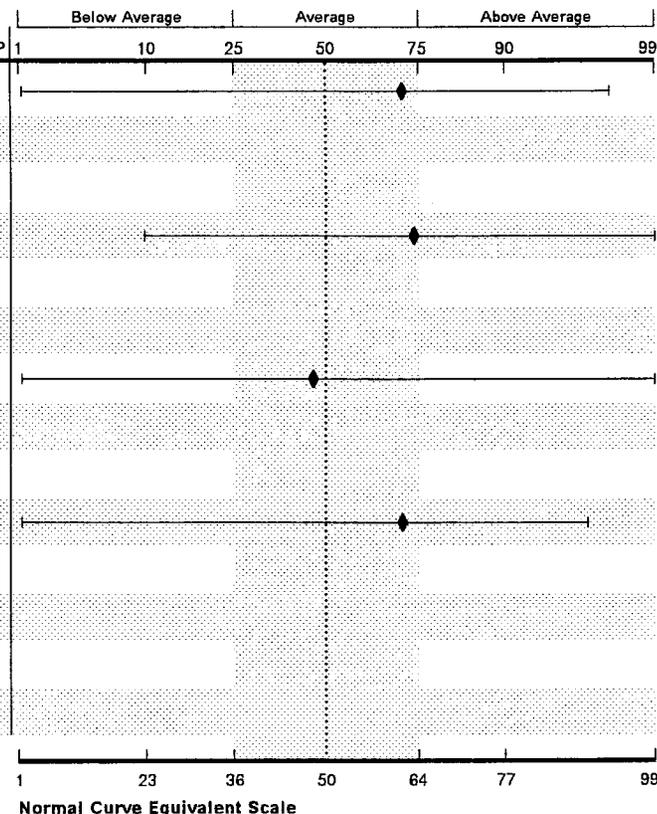
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 Accom: Accommodations

Observations

Displayed on the left are the norm-referenced scores for every content area tested. The Median National Percentile (MDNP) score, and the lowest and highest National Percentile (NP) scores of the group are shown in the last two columns. Displayed on the right is a graph of the MDNP scores. The MDNP is indicated by the diamond. The width of the band running through the diamond represents the range (low to high) of the students' scores. The shaded area on the graph represents the average range of scores, defined as the middle 50 percent of students nationally. Four of the group's four MDNP scores are in the average range. Scores in the area to the right of the shading are above the average range.

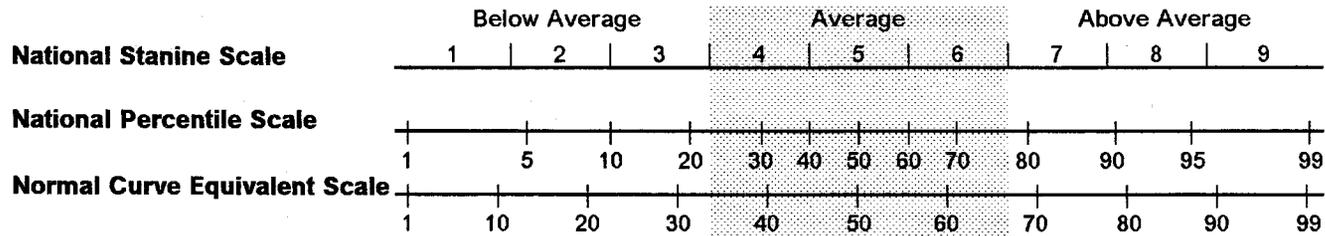
National Percentile Scale



Key: Low NP | Median | High NP

Scores in the area to the left of the shading are below the average range. No MDNP scores are above the average range and no MDNP scores are below the average range. In Reading, for example, the MDNP score is 71.5, which is in the average range. The lowest Reading score in the group is 1 and the highest is 98. (This information is shown both on the graph and in the "Low/High NP" column.)

Additional information about the interpretation of these scores and the use of test results can be found in the *Teacher's Guide to TerraNova, The Second Edition* and at CTB's website, www.ctb.com.



Key Terms

A **Scale Score (SS)** is the basis for other norm-referenced scores. The Scale Score describes achievement on a continuum that in most cases spans the complete range of Kindergarten through Grade 12. Scale Scores range in value from approximately 100 to 900. The **Mean Scale Score (MSS)** is obtained by adding the Scale Scores of all students in a group, then dividing by the number of students in that group.

Norm-Referenced Scores come from a standardized assessment and compare a student or group of students with a specified reference group (norm group), usually others of the same grade and age.

An **Anticipated Achievement Score (AA)** compares an individual student's level of achievement with that of students of similar age, grade, and cognitive ability. Anticipated Achievement Scores are a function of age, grade, and scores on *InView*. If a student's age is outside the age range used in the formula to compute AA, his or her age is reset to the minimum or maximum value of the range. The AA for students whose ages have been reset may not be as precise as the AA for students whose ages are within the range specified for each grade. (Only applicable when *InView* is taken.)

A **Difference (DIFF)** is noted by the words "Above" or "Below" when there is an educationally meaningful difference between the group's or individual student's obtained and anticipated scores. The difference is considered meaningful when there is a 7-unit difference between the obtained Normal Curve Equivalent (NCE) and anticipated NCE scores. (Only applicable when *InView* is taken.)

A **National Percentile (NP)** is the percentage of students in a norm group whose scores fall below a given student's score. For example, a student that scored at the 65th percentile in Reading indicates that the student scored equal to or above 65% of students nationwide in Reading. National Percentiles of 25-75 are considered to be in the average range, and thus the student's achievement in the example above can be interpreted to be in the upper end of the average range. The correspondence among National Percentiles, National Stanines, and Normal Curve Equivalents is shown in the graph above. The **Median National Percentile (MDNP)** is the score that divides the distribution in half. If the Median National Percentile for your group was 78, for example, that would mean that half of the National Percentile scores were above 78 and the other half were below 78. The Median National Percentile for the nation is 50.

A **Local Percentile (LP)** is the percentage of students in a local group whose scores fall below a given student's score.

The **Normal Curve Equivalent (NCE)** scale ranges from 1 to 99, and coincides with the National Percentile scale at 1, 50, and 99 (see line graph above). Normal Curve Equivalents have many of the same characteristics as percentile ranks, but have the additional advantage of being based on an equal-interval scale. The difference between two successive scores on the scale has the same meaning throughout the scale. This property allows for meaningful comparisons among different achievement tests. The **Mean Normal Curve Equivalent (MNCE)** is computed by adding the Normal Curve Equivalent scores of all students in a group, then dividing by the number of students in that group.

The **National Stanine (NS)** scale divides the scores of the norm population into nine groups (see the National Stanine line graph above). Because stanines are single-digit numbers, they are less likely than National Percentiles to be confused with the percentage of items answered correctly; however, they lack precision. For example, a student with a National Stanine of 6 could have a National Percentile as low as 60 and as high as 77 (see line graph above). The **Mean National Stanine (MNS)** is computed by adding all of the National Stanines of all the students in the group, then dividing by the number of students in that group.

A **Grade Equivalent (GE)** indicates the year and month of school for which a student's level of performance is typical. For example, a Grade Equivalent of 8.5 is interpreted to mean that the student's achievement is at a level that is typical of students who have completed the fifth month of Grade 8 (September being designated as .0, June as .9). A Grade Equivalent that is within approximately two years of the student's actual grade placement is generally considered an accurate description of the student's level of achievement. *Use caution, however. A student in Grade 3 may attain a Grade Equivalent of 6.6. This does not mean that the student is capable of doing sixth-grade work, only that the student is scoring well above average for Grade 3.* Derived from the Mean Scale Score (MSS), the **Grade Mean Equivalent (GME)** describes the year and month of school at which the local group's Mean Scale Score equals the National Mean. If a Mean Scale Score of 677, for example, converts to a Grade Mean Equivalent of 8.8, it indicates that 677 is the Mean National Scale Score for students who have completed the eighth month of Grade 8.

Additional information about the interpretation of these scores and the use of test results can be found in the *Teacher's Guide to TerraNova, The Second Edition* and at CTB's website, www.ctb.com.



ALASKA COMPREHENSIVE SYSTEM OF STUDENT ASSESSMENT (CSSA) HIGH SCHOOL GRADUATION QUALIFYING EXAMINATION (HSGQE) SCHOOL SUMMARY REPORT 2005 SPRING

DISTRICT : ANCHORAGE SCHOOLS
SCHOOL : FAMILY PARTNERSHIP CHARTER SCHOOL

PAGE : 1

PERFORMANCE SUMMARY

This report provides an analysis of group standards mastery using the average scale score obtained for each reportable standard and details for the percent of students in each proficiency level.

| Proficiency Level Comparison | Reading | | | | | | | Writing | | | | Mathematics | | | | | | | |
|---|---------|-------------------------------------|----------------------------|-------------------------|----------------------------------|----------------------------------|-----------------------------------|---------|-----------------------------|-------------------------------|-------------------------------------|-------------|-------------------------|------------------|-------------------------------|--------------------------------|----------------------------|-------------------------------|----------------------|
| | Overall | Performance by Standard | | | | | | Overall | Performance by Standard | | | Overall | Performance by Standard | | | | | | |
| | | R4.1 Use Context Clues ¹ | R4.4 Summarize Information | R4.5 Critique Arguments | R4.6 Apply Multi-Step Directions | R4.9 Make and Support Assertions | R4.10 Analyze and Evaluate Themes | | W4.1/4.2 Write Compositions | W4.3 Use Conventional English | W4.4 Revise Writing for Word Choice | | M1.4 Numeration | M2.4 Measurement | M3.4 Estimation & Computation | M4.4 Functions & Relationships | M5.4 Geometry ¹ | M6.4 Statistics / Probability | M7.4 Problem Solving |
| The Proficiency level scale score ranges were developed for individual student comparisons only. These scale score ranges can not be applied to the average scale score information for the State, District, or School. The average for a group of scores masks the distribution of scores in that group. A better way to evaluate the performance of a group is to compare the proportion of students in each performance level. | 71 | 4 | 17 | 15 | 12 | 13 | 10 | 81 | 44 | 22 | 15 | 70 | 14 | 14 | 14 | 10 | 7 | 11 | 8 |
| Points Possible | 71 | 4 | 17 | 15 | 12 | 13 | 10 | 81 | 44 | 22 | 15 | 70 | 14 | 14 | 14 | 10 | 7 | 11 | 8 |
| School Average Points Earned | 53.5 | 3.0 | 13.4 | 12.3 | 7.8 | 9.3 | 7.7 | 61.4 | 29.8 | 19.0 | 12.5 | 43.4 | 9.5 | 8.6 | 8.1 | 6.0 | 3.7 | 7.5 | 3.2 |
| Average Scale Score | 371 | n/a | 398 | 393 | 384 | 388 | 379 | 371 | 374 | 396 | 376 | 353 | 355 | 359 | 365 | 357 | n/a | 362 | 368 |
| District Average Scale Score | 338 | n/a | 353 | 350 | 346 | 361 | 350 | 336 | 343 | 351 | 343 | 360 | 373 | 364 | 363 | 376 | n/a | 364 | 365 |
| State Average Scale Score | 334 | n/a | 349 | 343 | 345 | 355 | 344 | 332 | 337 | 348 | 338 | 354 | 365 | 361 | 360 | 366 | n/a | 359 | 361 |

PROFICIENCY LEVEL SUMMARY

| School | Number Tested | Reading | | | Writing | | | Mathematics | | |
|-----------------|---------------|--------------------|------------|----------------|---------|------------|----------------|-------------|------------|----------------|
| | | Total ² | Proficient | Not Proficient | Total | Proficient | Not Proficient | Total | Proficient | Not Proficient |
| | Percent | 100.0% | 80.6% | 19.4% | 100.0% | 97.1% | 2.9% | 100.0% | 75.0% | 25.0% |
| District | Number Tested | 4139 | 2643 | 1496 | 3799 | 3066 | 733 | 4510 | 3097 | 1413 |
| | Percent | 100.0% | 63.9% | 36.1% | 100.0% | 80.7% | 19.3% | 100.0% | 68.7% | 31.3% |
| State | Number Tested | 11652 | 7082 | 4570 | 10452 | 8306 | 2146 | 12518 | 8178 | 4340 |
| | Percent | 100.0% | 60.8% | 39.2% | 100.0% | 79.5% | 20.5% | 100.0% | 65.3% | 34.7% |

¹ Average Scale Score: n/a = Standards with fewer than eight points are not reported.

² The sum of Proficient and Not Proficient may not be exactly 100 percent due to rounding.

Family Partnership Charter School

Recommendation for Remediation For Poor Student Performance

- Students at or below the 45th percentile should be recommended for intensive remediation in subject areas of weakness. This can be done through contracts with sponsor teachers, tutorials, and by the parent.
- Parents will be made aware of teachers that specialize in areas of weakness.
- There should be a concerted effort to see that funds from family accounts go toward remediation before non-academic supplies, equipment or services are purchased.
- Parents would benefit from parent workshops to address their needs and strengthen their skills.
- The principal should meet with families and teacher quarterly to see how goals for improvement are progressing. A reevaluation could be done if progress has been made, and further goals set for those children who have not achieved their goals.
- CAT or SBA scores should be compared between the spring of 03/04, 04/05 and 05/06 for improved achievement.
- School goals should be written to address specific areas of basic skill underperformance.

Family Partnership Charter School

School Goals Attainment -2004-2005

- **SEEK GRANTS TO PROVIDE FUNDING IN VARIETY OF AREAS OF NEED.** **Not attained**
- **CONTINUE TO IMPROVE METHODS OF COMMUNICATION SCHOOL-WIDE.** Updates to our online system; emails to families and both sponsor teachers, student progress reports biyearly, account locking, website focus, planning and unveiling in June. **Attained**
- **STREAMLINE BUSINESS PROCEDURES TO INCREASE ADMINISTRATIVE EFFICIENCY.** Many improvements: much quicker reimbursement turn around, increased vendor systems and communication, and requisition process streamlined. **Attained**
- **MAINTAIN A 95% PARTICIPATION RATE OR HIGHER IN STANDARDIZED TESTING.** The participation rate for the spring testing grades 3-12 was approximately 93.4%. **Not attained**

It appears from preliminary data that FPCS will not reach AYP in Overall Participation nor in the category of Graduation Rate. Our records indicate that our Fourth Year Seniors graduation rate for 2004-05 is 48% (19/29) but including 04 summer graduates the was 66% (19/29) and that our Fifth Year Graduation rate was 55% (5 of 9).

Family Partnership Charter School would have made AYP in Overall Participation had we been aware that seven students had left Alaska prior to testing. We also have a part time private school population that test at their main educational sites, and thus are counted as absent at our school. Many students elect for a five year, high school educational plan, (AYP accounts for only 4 year graduates) and does not include summer graduation rates. FPCS also has part time students that chose to graduate in the private sector.

We continue to have families sign testing participation agreements. We email and call all students prior to testing and make-ups. And we urge students to graduate in the four year traditional time frame.

Family Partnership Charter School **Trends in Students/Staff Enrollment and Mobility**

04-05 School Year

Teaching Staff

- 70 teachers taught in the FPCS program in SY 2004-2005
- 72 teachers taught in the FPCS program in SY 2003-2004
- 14 new teachers joined FPCS for SY 2004-2005
- 77% of the teaching staff of SY 2003-2004 returned to FPCS for SY 2004-2005
- Number of ASD certificated teachers teaching at FPCS who also have children in the program are.....6

Student Enrollment/Mobility

Withdrawal count began with start of school year on September 7, 2004.

Elementary

- Total Upon Final Count Date 238
- Total Elementary Students Now 199
- Brought in After Count Date 3
- Withdrawal/Transfers (Including Dropouts) 36
- Dropout Total (have not initiated at other schools) 6

Secondary

- Total Upon Final Count Date 284
- Total Secondary Students Now 226
- Brought in After Count Date 1
- Withdrawal/Transfers (Including Dropouts) 57
- Dropout Total (have not initiated at other schools) 9

5/25/05

**Family Partnership Charter School
End of the Year (May 23, 2005) Preliminary
Financial Statements**

The attached budget report reflects Family Partnership Charter School's financial activity as of May 23, 2005. The report is based on FPCS's "Working Budget" for School Year 2004-2005. The Working Budget consists of the enclosed Revised Budget and Encumbrance Budget for SY 04/05.

Budget transfers have been, and will continue to be, submitted to clear any accounts that are out of balance prior to June 30, 2005.

Family Partnership Charter School operates on a 12-month basis from July 1st through June 30th. FPCS attempts to adhere to the Anchorage School District's published dates for submittal of final budget transfers and purchase requests. Due to the 12-month operating nature of the program, some purchasing activities do occur during the month of June.

GL Side GL-General Ledger

WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|----------------------------|----------|----|----|----|
| 154001 | FAMILY PTR REG INSTRUCTION | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance | |
|--------|------------------|------------|------------|-------------|-----------|-----|
| 1211 | EXTRA HELP CLASS | 922.00 | 671.01 | 0.00 | 250.99 | |
| 1220 | EXTRA HELP CERTF | 76,957.00 | 65,026.57 | 0.00 | 11,930.43 | |
| 1290 | MASTER'S BONUS | 3,000.00 | 3,000.00 | 0.00 | | EQL |
| 1310 | ELEM TEACHERS | 155,982.00 | 111,126.32 | 0.00 | 44,855.68 | |
| 1320 | SEC TEACHERS | 32,485.00 | 25,638.56 | 0.00 | 6,846.44 | |
| 1330 | ADDED DUTY CERT | 115,217.00 | 101,796.45 | 0.00 | 13,420.55 | |
| 1331 | ADDED DUTY CLASS | 200.00 | 0.00 | 0.00 | 200.00 | |
| 1350 | ADDED DAYS CERTF | 3,780.00 | 0.00 | 0.00 | 3,780.00 | |
| 1360 | SPEC SVC TEACHER | 0.00 | 0.00 | 0.00 | | |
| 1371 | SUB TEACHER | 0.00 | 0.00 | 0.00 | | |
| 1380 | PERSNL LV CERTIF | 2,728.00 | 101.14 | 0.00 | 2,626.86 | |
| 2100 | GROUP LIFE | 2,256.00 | 494.68 | 0.00 | 1,761.32 | |
| 2200 | GROUP MEDICAL | 33,666.00 | 20,880.00 | 0.00 | 12,786.00 | |
| 2500 | WORKERS' COMP | 4,726.00 | 2,676.20 | 0.00 | 2,049.80 | |
| 2550 | UNEMPLOYMENT INS | 620.00 | 324.00 | 0.00 | 296.00 | |
| 2600 | SOCIAL SECURITY | 15,412.00 | 9,507.91 | 0.00 | 5,904.09 | |
| 2610 | MEDICARE | 6,856.00 | 4,208.13 | 0.00 | 2,647.87 | |
| 2700 | CERTIF RETIREMT | 30,430.00 | 24,658.85 | 0.00 | 5,771.15 | |
| 2800 | PERS | 13,648.00 | 5,417.22 | 0.00 | 8,230.78 | |
| 3010 | CONTRACT SVC-ADM | 2,835.00 | 2,400.00 | 120.00 | 315.00 | |
| 3030 | CONTR SVC-INSTR | 502,045.23 | 273,600.93 | 187,377.30 | 41,067.00 | |
| 3040 | CONTR ASD SVCS | 34,495.00 | 0.00 | 0.00 | 34,495.00 | |
| 3050 | EQUIP REPAIR | 4,863.00 | 4,528.84 | 323.16 | 11.00 | |
| 3120 | CONTR TRANSPORT | 2,360.00 | 1,865.95 | 0.00 | 494.05 | |
| 3130 | ACT/FIELD TRIPS | 632.00 | 82.92 | 0.00 | 549.08 | |
| 3210 | RENT-EQUIP | 870.00 | 864.14 | 5.00 | 0.86 | |
| 3220 | CONTR SVC COPIER | 8,084.22 | 3,470.92 | 2,529.08 | 2,084.22 | |
| 3430 | MILEAGE IN-DIST | 39.00 | 39.00 | 0.00 | | EQL |
| 3530 | TELEPHONE | 300.00 | 0.00 | 0.00 | 300.00 | |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | | |
| 3610 | REG/MEM FEES | 1,000.00 | 0.00 | 900.00 | 100.00 | |
| 3980 | UNALLOC ADJMTS | 0.00 | 0.00 | 0.00 | | |
| 4010 | OFFICE SUPPLIES | 17,301.66 | 8,322.93 | 1,489.22 | 7,489.51 | |
| 4020 | TEXTBOOKS | 109,097.21 | 62,790.85 | 39,457.69 | 6,848.67 | |
| 4030 | LIBRARY A/V SUPP | 0.00 | 675.95 | 0.00 | -675.95 | OVR |
| 4040 | TEACHING SUPPLIE | 121,073.31 | 44,538.28 | 37,568.09 | 38,966.94 | |
| 4050 | HEALTH SUPPLIES | 0.00 | 0.00 | 0.00 | | |
| 5400 | EXPENDABLE EQMT | 1,014.20 | 1,014.16 | 0.00 | 0.04 | |
| 5410 | REPLACEMENT EQMT | 0.00 | 0.00 | 0.00 | | |
| 5440 | NEW EQUIPMENT | 27,235.55 | 8,940.74 | 11,117.30 | 7,177.51 | |
| 5460 | OTH CAP OUTLY XP | 0.00 | 0.00 | 0.00 | | |

** Total Expense Accounts **
 1,332,130.38 788,662.65 280,886.84 262580.89 **

GL Side GL-General Ledger WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|-----------------------------|----------|----|----|----|
| 154003 | FAMILY PTR LIBRARY SERVICES | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|--------|--------|-------------|---------|
| 4030 | LIBRARY A/V SUPP | 0.00 | 0.00 | 0.00 | |

GL Side GL-General Ledger

WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|--------------------------|----------|----|----|----|
| 154004 | FAMILY PTR ADMIN SUPPORT | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance | |
|--------|------------------|------------|------------|-------------|-----------|-----|
| 1181 | OTHER PROF CLASS | 41,200.00 | 34,295.00 | 0.00 | 6,905.00 | |
| 1201 | CLERICAL | 165,000.00 | 147,694.81 | 0.00 | 17,305.19 | |
| 1211 | EXTRA HELP CLASS | 1,022.00 | 0.00 | 0.00 | 1,022.00 | |
| 1330 | ADDED DUTY CERT | 0.00 | 0.00 | 0.00 | | |
| 1331 | ADDED DUTY CLASS | 1,000.00 | 0.00 | 0.00 | 1,000.00 | |
| 1351 | ADDED DAYS CLASS | 1,000.00 | 0.00 | 0.00 | 1,000.00 | |
| 1381 | PERSNL LV CLASSF | 8,500.00 | 6,040.23 | 0.00 | 2,459.77 | |
| 2100 | GROUP LIFE | 400.00 | 383.04 | 0.00 | 16.96 | |
| 2200 | GROUP MEDICAL | 43,200.00 | 39,586.00 | 0.00 | 3,614.00 | |
| 2500 | WORKERS' COMP | 1,800.00 | 1,585.12 | 0.00 | 214.88 | |
| 2550 | UNEMPLOYMENT INS | 250.00 | 198.04 | 0.00 | 51.96 | |
| 2600 | SOCIAL SECURITY | 12,700.00 | 11,495.84 | 0.00 | 1,204.16 | |
| 2610 | MEDICARE | 3,000.00 | 2,688.50 | 0.00 | 311.50 | |
| 2800 | PERS | 29,200.00 | 25,933.45 | 0.00 | 3,266.55 | |
| 3010 | CONTRACT SVC-ADM | 39,430.17 | 27,708.88 | 11,721.29 | | EQL |
| 3100 | LEGAL FEES | 6,500.00 | 5,117.74 | 1,382.26 | | EQL |
| 3200 | RENT-LAND&BLDG | 0.00 | 0.00 | 0.00 | | |
| 3430 | MILEAGE IN-DIST | 100.00 | 89.87 | 0.00 | 10.13 | |
| 3530 | TELEPHONE | 0.00 | 0.00 | 0.00 | | |
| 3600 | TVL OUT OF DISTR | 1,920.00 | 1,919.87 | 0.00 | 0.13 | |
| 3610 | REG/MEM FEES | 200.00 | 200.00 | 0.00 | | EQL |
| 4010 | OFFICE SUPPLIES | 6,442.18 | 4,537.91 | 1,877.40 | 26.87 | |
| 4060 | MEALS & FOOD | 1,000.00 | 41.27 | 470.72 | 488.01 | |

** Total Expense Accounts **
 363,864.35 309,515.57 15,451.67 38,897.11 **

GL Side GL-General Ledger WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|------------------------|----------|----|----|----|
| 154005 | FAMILY PTR OPS & MAINT | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|------------------------------|------------------|-----------|-----------|-------------|-------------|
| 3200 | RENT-LAND&BLDG | 83,361.92 | 76,537.56 | 6,791.94 | 32.42 |
| 3530 | TELEPHONE | 15,074.05 | 3,044.20 | 2,369.31 | 9,660.54 |
| 6070 | LIABILITY INSURA | 0.00 | 0.00 | 0.00 | |
| ** Total Expense Accounts ** | | 98,435.97 | 79,581.76 | 9,161.25 | 9,692.96 ** |

GL Side GL-General Ledger WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|----------------------|----------|----|----|----|
| 154006 | FAMILY PTR LIABILITY | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|------------------------------|------------------|-----------|-----------|-------------|---------|
| 3010 | CONTRACT SVC-ADM | 0.00 | 0.00 | 0.00 | |
| 3100 | LEGAL FEES | 0.00 | 0.00 | 0.00 | |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | |
| 4010 | OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | |
| 6070 | LIABILITY INSURA | 17,850.00 | 17,842.00 | 0.00 | 8.00 |
| ** Total Expense Accounts ** | | 17,850.00 | 17,842.00 | 0.00 | 8.00 ** |

GL Side GL-General Ledger

WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|---------------------------|----------|----|----|----|
| 154013 | FAMILY PTR ADMINISTRATION | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|------------------------------|-----------|-------------|--------------|
| 1300 | PRINCIPALS | 73,500.00 | 56,398.50 | 0.00 | 17,101.50 |
| 1350 | ADDED DAYS CERTF | 4,765.00 | 0.00 | 0.00 | 4,765.00 |
| 2100 | GROUP LIFE | 234.00 | 187.20 | 0.00 | 46.80 |
| 2200 | GROUP MEDICAL | 7,200.00 | 5,700.00 | 0.00 | 1,500.00 |
| 2500 | WORKERS'COMP | 685.00 | 491.22 | 0.00 | 193.78 |
| 2550 | UNEMPLOYMENT INS | 85.00 | 59.42 | 0.00 | 25.58 |
| 2610 | MEDICARE | 1,135.00 | 700.40 | 0.00 | 434.60 |
| 2700 | CERTIF RETIREMT | 12,525.00 | 9,023.76 | 0.00 | 3,501.24 |
| | | ** Total Expense Accounts ** | | | |
| | | 100,129.00 | 72,560.50 | 0.00 | 27,568.50 ** |

GL Side GL-General Ledger WB-WORKING BUDGET

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|-----------|------------------|----------|----|----|----|
| **GRAND** | **Grand Totals** | | | | |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|---------------------------------|-------------|--------------|--------------|-------------|--------------|
| **** GRAND TOTAL EXP ACCTS **** | | | | | |
| | | 1,912,409.70 | 1,268,162.48 | 305,499.76 | 338747.46 ** |

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|----------------------------|----------|----|----|----|
| 154001 | FAMILY PTR REG INSTRUCTION | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|------------|------------|-------------|---------|
| 1211 | EXTRA HELP CLASS | 922.00 | 671.01 | 0.00 | 251 |
| 1220 | EXTRA HELP CERTF | 76,957.00 | 65,026.57 | 0.00 | 11,930 |
| 1290 | MASTER'S BONUS | 3,000.00 | 3,000.00 | 0.00 | 0 EQL |
| 1310 | ELEM TEACHERS | 155,982.00 | 111,126.32 | 0.00 | 44,856 |
| 1320 | SEC TEACHERS | 32,485.00 | 25,638.56 | 0.00 | 6,846 |
| 1330 | ADDED DUTY CERT | 115,217.00 | 101,796.45 | 0.00 | 13,421 |
| 1331 | ADDED DUTY CLASS | 200.00 | 0.00 | 0.00 | 200 |
| 1350 | ADDED DAYS CERTF | 3,780.00 | 0.00 | 0.00 | 3,780 |
| 1360 | SPEC SVC TEACHER | 0.00 | 0.00 | 0.00 | 0 |
| 1371 | SUB TEACHER | 0.00 | 0.00 | 0.00 | 0 |
| 1380 | PERSNL LV CERTIF | 2,728.00 | 101.14 | 0.00 | 2,627 |
| 2100 | GROUP LIFE | 2,256.00 | 494.68 | 0.00 | 1,761 |
| 2200 | GROUP MEDICAL | 33,666.00 | 20,880.00 | 0.00 | 12,786 |
| 2500 | WORKERS' COMP | 4,726.00 | 2,676.20 | 0.00 | 2,050 |
| 2550 | UNEMPLOYMENT INS | 620.00 | 324.00 | 0.00 | 296 |
| 2600 | SOCIAL SECURITY | 15,412.00 | 9,507.91 | 0.00 | 5,904 |
| 2610 | MEDICARE | 6,856.00 | 4,208.13 | 0.00 | 2,648 |
| 2700 | CERTIF RETIREMT | 30,430.00 | 24,658.85 | 0.00 | 5,771 |
| 2800 | PERS | 13,648.00 | 5,417.22 | 0.00 | 8,231 |
| 3010 | CONTRACT SVC-ADM | 315.00 | 0.00 | 0.00 | 315 |
| 3030 | CONTR SVC-INSTR | 353,153.00 | 182,042.81 | 129,993.31 | 41,117 |
| 3040 | CONTR ASD SVCS | 34,495.00 | 0.00 | 0.00 | 34,495 |
| 3050 | EQUIP REPAIR | 4,863.00 | 4,528.84 | 323.16 | 11 |
| 3120 | CONTR TRANSPORT | 2,360.00 | 1,865.95 | 0.00 | 494 |
| 3130 | ACT/FIELD TRIPS | 632.00 | 82.92 | 0.00 | 549 |
| 3210 | RENT-EQUIP | 576.00 | 575.14 | 0.00 | 1 |
| 3220 | CONTR SVC COPIER | 8,084.00 | 3,470.92 | 2,529.08 | 2,084 |
| 3430 | MILEAGE IN-DIST | 39.00 | 39.00 | 0.00 | 0 EQL |
| 3530 | TELEPHONE | 300.00 | 0.00 | 0.00 | 300 |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | 0 |
| 3610 | REG/MEM FEES | 1,000.00 | 0.00 | 900.00 | 100 |
| 3980 | UNALLOC ADJMNTS | 0.00 | 0.00 | 0.00 | 0 |
| 4010 | OFFICE SUPPLIES | 10,381.00 | 7,322.86 | 663.56 | 2,395 |
| 4020 | TEXTBOOKS | 89,419.00 | 35,448.03 | 36,268.77 | 17,702 |
| 4030 | LIBRARY A/V SUPP | 0.00 | 0.00 | 0.00 | 0 |
| 4040 | TEACHING SUPPLIE | 83,269.00 | 19,649.09 | 31,314.82 | 32,305 |
| 4050 | HEALTH SUPPLIES | 0.00 | 0.00 | 0.00 | 0 |
| 5400 | EXPENDABLE EQMT | 175.00 | 174.96 | 0.00 | 0 |
| 5410 | REPLACEMENT EQMT | 0.00 | 0.00 | 0.00 | 0 |
| 5440 | NEW EQUIPMENT | 10,600.00 | 2,224.20 | 1,199.36 | 7,176 |
| 5460 | OTH CAP OUTLY XP | 0.00 | 0.00 | 0.00 | 0 |

** Total Expense Accounts **
 1,098,546.00 632,951.76 203,192.06 262,402 **

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|-----------------------------|----------|----|----|----|
| 154003 | FAMILY PTR LIBRARY SERVICES | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|--------|--------|-------------|---------|
| 4030 | LIBRARY A/V SUPP | 0.00 | 0.00 | 0.00 | 0 |

GL Side GL-General Ledger

RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | | | FY | Qt | Pe |
|----------|--------------------------|------------------------------|------------|-------------|---------|-------|-----------|
| ===== | ===== | ===== | ===== | ===== | == | == | == |
| 154004 | FAMILY PTR ADMIN SUPPORT | | | | 05 | 04 | 11 |
| OBJECT | Description | Budget | Actual | Encumbrance | Balance | | |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| 1181 | OTHER PROF CLASS | 41,200.00 | 34,295.00 | 0.00 | | | 6,905 |
| 1201 | CLERICAL | 165,000.00 | 147,694.81 | 0.00 | | | 17,305 |
| 1211 | EXTRA HELP CLASS | 1,022.00 | 0.00 | 0.00 | | | 1,022 |
| 1330 | ADDED DUTY CERT | 0.00 | 0.00 | 0.00 | | | 0 |
| 1331 | ADDED DUTY CLASS | 1,000.00 | 0.00 | 0.00 | | | 1,000 |
| 1351 | ADDED DAYS CLASS | 1,000.00 | 0.00 | 0.00 | | | 1,000 |
| 1381 | PERSNL LV CLASSF | 8,500.00 | 6,040.23 | 0.00 | | | 2,460 |
| 2100 | GROUP LIFE | 400.00 | 383.04 | 0.00 | | | 17 |
| 2200 | GROUP MEDICAL | 43,200.00 | 39,586.00 | 0.00 | | | 3,614 |
| 2500 | WORKERS' COMP | 1,800.00 | 1,585.12 | 0.00 | | | 215 |
| 2550 | UNEMPLOYMENT INS | 250.00 | 198.04 | 0.00 | | | 52 |
| 2600 | SOCIAL SECURITY | 12,700.00 | 11,495.84 | 0.00 | | | 1,204 |
| 2610 | MEDICARE | 3,000.00 | 2,688.50 | 0.00 | | | 312 |
| 2800 | PERS | 29,200.00 | 25,933.45 | 0.00 | | | 3,267 |
| 3010 | CONTRACT SVC-ADM | 20,500.00 | 20,500.00 | 0.00 | | | 0 EQL |
| 3100 | LEGAL FEES | 6,500.00 | 5,117.74 | 1,382.26 | | | 0 EQL |
| 3200 | RENT-LAND&BLDG | 0.00 | 0.00 | 0.00 | | | 0 |
| 3430 | MILEAGE IN-DIST | 100.00 | 89.87 | 0.00 | | | 10 |
| 3530 | TELEPHONE | 0.00 | 0.00 | 0.00 | | | 0 |
| 3600 | TVL OUT OF DISTR | 1,920.00 | 1,919.87 | 0.00 | | | 0 |
| 3610 | REG/MEM FEES | 200.00 | 200.00 | 0.00 | | | 0 EQL |
| 4010 | OFFICE SUPPLIES | 6,150.00 | 4,245.76 | 1,877.40 | | | 27 |
| 4060 | MEALS & FOOD | 1,000.00 | 41.27 | 470.72 | | | 488 |
| | | ** Total Expense Accounts ** | | | | | |
| | | 344,642.00 | 302,014.54 | 3,730.38 | | | 38,897 ** |

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|------------------------|----------|----|----|----|
| 154005 | FAMILY PTR OPS & MAINT | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|------------------------------|------------------|-----------|-----------|-------------|----------|
| 3200 | RENT-LAND&BLDG | 83,361.00 | 76,537.56 | 6,791.94 | 32 |
| 3530 | TELEPHONE | 12,850.00 | 2,999.20 | 190.26 | 9,661 |
| 6070 | LIABILITY INSURA | 0.00 | 0.00 | 0.00 | 0 |
| ** Total Expense Accounts ** | | 96,211.00 | 79,536.76 | 6,982.20 | 9,692 ** |

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|----------------------|----------|----|----|----|
| 154006 | FAMILY PTR LIABILITY | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|------------------------------|------------------|-----------|-----------|-------------|---------|
| 3010 | CONTRACT SVC-ADM | 0.00 | 0.00 | 0.00 | 0 |
| 3100 | LEGAL FEES | 0.00 | 0.00 | 0.00 | 0 |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | 0 |
| 4010 | OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | 0 |
| 6070 | LIABILITY INSURA | 17,850.00 | 17,842.00 | 0.00 | 8 |
| ** Total Expense Accounts ** | | 17,850.00 | 17,842.00 | 0.00 | 8 ** |

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|---------------------------|----------|----|----|----|
| 154013 | FAMILY PTR ADMINISTRATION | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|------------------------------|-----------|-------------|-----------|
| 1300 | PRINCIPALS | 73,500.00 | 56,398.50 | 0.00 | 17,102 |
| 1350 | ADDED DAYS CERTF | 4,765.00 | 0.00 | 0.00 | 4,765 |
| 2100 | GROUP LIFE | 234.00 | 187.20 | 0.00 | 47 |
| 2200 | GROUP MEDICAL | 7,200.00 | 5,700.00 | 0.00 | 1,500 |
| 2500 | WORKERS' COMP | 685.00 | 491.22 | 0.00 | 194 |
| 2550 | UNEMPLOYMENT INS | 85.00 | 59.42 | 0.00 | 26 |
| 2610 | MEDICARE | 1,135.00 | 700.40 | 0.00 | 435 |
| 2700 | CERTIF RETIREMT | 12,525.00 | 9,023.76 | 0.00 | 3,501 |
| | | ** Total Expense Accounts ** | | | |
| | | 100,129.00 | 72,560.50 | 0.00 | 27,569 ** |

GL Side GL-General Ledger RR-REVISED

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|-----------|------------------|----------|----|----|----|
| **GRAND** | **Grand Totals** | | | | |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|---------------------------------|-------------|--------------|--------------|-------------|------------|
| **** GRAND TOTAL EXP ACCTS **** | | | | | |
| | | 1,657,378.00 | 1,104,905.56 | 213,904.64 | 338,568 ** |

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|----------------------------|----------|----|----|----|
| 154001 | FAMILY PTR REG INSTRUCTION | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance | |
|--------|------------------|------------|-----------|-------------|---------|-----|
| 1211 | EXTRA HELP CLASS | 0.00 | 0.00 | 0.00 | 0 | |
| 1220 | EXTRA HELP CERTF | 0.00 | 0.00 | 0.00 | 0 | |
| 1290 | MASTER'S BONUS | 0.00 | 0.00 | 0.00 | 0 | |
| 1310 | ELEM TEACHERS | 0.00 | 0.00 | 0.00 | 0 | |
| 1320 | SEC TEACHERS | 0.00 | 0.00 | 0.00 | 0 | |
| 1330 | ADDED DUTY CERT | 0.00 | 0.00 | 0.00 | 0 | |
| 1331 | ADDED DUTY CLASS | 0.00 | 0.00 | 0.00 | 0 | |
| 1350 | ADDED DAYS CERTF | 0.00 | 0.00 | 0.00 | 0 | |
| 1360 | SPEC SVC TEACHER | 0.00 | 0.00 | 0.00 | 0 | |
| 1371 | SUB TEACHER | 0.00 | 0.00 | 0.00 | 0 | |
| 1380 | PERSNL LV CERTIF | 0.00 | 0.00 | 0.00 | 0 | |
| 2100 | GROUP LIFE | 0.00 | 0.00 | 0.00 | 0 | |
| 2200 | GROUP MEDICAL | 0.00 | 0.00 | 0.00 | 0 | |
| 2500 | WORKERS' COMP | 0.00 | 0.00 | 0.00 | 0 | |
| 2550 | UNEMPLOYMENT INS | 0.00 | 0.00 | 0.00 | 0 | |
| 2600 | SOCIAL SECURITY | 0.00 | 0.00 | 0.00 | 0 | |
| 2610 | MEDICARE | 0.00 | 0.00 | 0.00 | 0 | |
| 2700 | CERTIF RETIREMT | 0.00 | 0.00 | 0.00 | 0 | |
| 2800 | PERS | 0.00 | 0.00 | 0.00 | 0 | |
| 3010 | CONTRACT SVC-ADM | 2,520.00 | 2,400.00 | 120.00 | 0 | EQL |
| 3030 | CONTR SVC-INSTR | 148,892.23 | 91,558.12 | 57,383.99 | -50 | OVR |
| 3040 | CONTR ASD SVCS | 0.00 | 0.00 | 0.00 | 0 | |
| 3050 | EQUIP REPAIR | 0.00 | 0.00 | 0.00 | 0 | |
| 3120 | CONTR TRANSPORT | 0.00 | 0.00 | 0.00 | 0 | |
| 3130 | ACT/FIELD TRIPS | 0.00 | 0.00 | 0.00 | 0 | |
| 3210 | RENT-EQUIP | 294.00 | 289.00 | 5.00 | 0 | EQL |
| 3220 | CONTR SVC COPIER | 0.22 | 0.00 | 0.00 | 0 | |
| 3430 | MILEAGE IN-DIST | 0.00 | 0.00 | 0.00 | 0 | |
| 3530 | TELEPHONE | 0.00 | 0.00 | 0.00 | 0 | |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | 0 | |
| 3610 | REG/MEM FEES | 0.00 | 0.00 | 0.00 | 0 | |
| 3980 | UNALLOC ADJMTS | 0.00 | 0.00 | 0.00 | 0 | |
| 4010 | OFFICE SUPPLIES | 6,920.66 | 1,000.07 | 825.66 | 5,095 | |
| 4020 | TEXTBOOKS | 19,678.21 | 27,342.82 | 3,188.92 | -10,854 | OVR |
| 4030 | LIBRARY A/V SUPP | 0.00 | 675.95 | 0.00 | -676 | OVR |
| 4040 | TEACHING SUPPLIE | 37,804.31 | 24,889.19 | 6,253.27 | 6,662 | |
| 4050 | HEALTH SUPPLIES | 0.00 | 0.00 | 0.00 | 0 | |
| 5400 | EXPENDABLE EQMT | 839.20 | 839.20 | 0.00 | 0 | EQL |
| 5410 | REPLACEMENT EQMT | 0.00 | 0.00 | 0.00 | 0 | |
| 5440 | NEW EQUIPMENT | 16,635.55 | 6,716.54 | 9,917.94 | 1 | |
| 5460 | OTH CAP OUTLY XP | 0.00 | 0.00 | 0.00 | 0 | |

** Total Expense Accounts **
 233,584.38 155,710.89 77,694.78 179 **

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|-----------------------------|----------|----|----|----|
| 154003 | FAMILY PTR LIBRARY SERVICES | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|--------|--------|-------------|---------|
| 4030 | LIBRARY A/V SUPP | 0.00 | 0.00 | 0.00 | 0 |

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|--------------------------|----------|----|----|----|
| 154004 | FAMILY PTR ADMIN SUPPORT | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|-----------|----------|-------------|---------|
| 1181 | OTHER PROF CLASS | 0.00 | 0.00 | 0.00 | 0 |
| 1201 | CLERICAL | 0.00 | 0.00 | 0.00 | 0 |
| 1211 | EXTRA HELP CLASS | 0.00 | 0.00 | 0.00 | 0 |
| 1330 | ADDED DUTY CERT | 0.00 | 0.00 | 0.00 | 0 |
| 1331 | ADDED DUTY CLASS | 0.00 | 0.00 | 0.00 | 0 |
| 1351 | ADDED DAYS CLASS | 0.00 | 0.00 | 0.00 | 0 |
| 1381 | PERSNL LV CLASSF | 0.00 | 0.00 | 0.00 | 0 |
| 2100 | GROUP LIFE | 0.00 | 0.00 | 0.00 | 0 |
| 2200 | GROUP MEDICAL | 0.00 | 0.00 | 0.00 | 0 |
| 2500 | WORKERS' COMP | 0.00 | 0.00 | 0.00 | 0 |
| 2550 | UNEMPLOYMENT INS | 0.00 | 0.00 | 0.00 | 0 |
| 2600 | SOCIAL SECURITY | 0.00 | 0.00 | 0.00 | 0 |
| 2610 | MEDICARE | 0.00 | 0.00 | 0.00 | 0 |
| 2800 | PERS | 0.00 | 0.00 | 0.00 | 0 |
| 3010 | CONTRACT SVC-ADM | 18,930.17 | 7,208.88 | 11,721.29 | 0 EQL |
| 3100 | LEGAL FEES | 0.00 | 0.00 | 0.00 | 0 |
| 3200 | RENT-LAND&BLDG | 0.00 | 0.00 | 0.00 | 0 |
| 3430 | MILEAGE IN-DIST | 0.00 | 0.00 | 0.00 | 0 |
| 3530 | TELEPHONE | 0.00 | 0.00 | 0.00 | 0 |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | 0 |
| 3610 | REG/MEM FEES | 0.00 | 0.00 | 0.00 | 0 |
| 4010 | OFFICE SUPPLIES | 292.18 | 292.15 | 0.00 | 0 |
| 4060 | MEALS & FOOD | 0.00 | 0.00 | 0.00 | 0 |

** Total Expense Accounts **
 19,222.35 7,501.03 11,721.29 0 **

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|------------------------|----------|----|----|----|
| 154005 | FAMILY PTR OPS & MAINT | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|------------------------------|------------------|----------|--------|-------------|---------|
| 3200 | RENT-LAND&BLDG | 0.92 | 0.00 | 0.00 | 1 |
| 3530 | TELEPHONE | 2,224.05 | 45.00 | 2,179.05 | 0 EQL |
| 6070 | LIABILITY INSURA | 0.00 | 0.00 | 0.00 | 0 |
| ** Total Expense Accounts ** | | 2,224.97 | 45.00 | 2,179.05 | 1 ** |

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|----------------------|----------|----|----|----|
| 154006 | FAMILY PTR LIABILITY | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|--------|--------|-------------|---------|
| 3010 | CONTRACT SVC-ADM | 0.00 | 0.00 | 0.00 | 0 |
| 3100 | LEGAL FEES | 0.00 | 0.00 | 0.00 | 0 |
| 3600 | TVL OUT OF DISTR | 0.00 | 0.00 | 0.00 | 0 |
| 4010 | OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | 0 |
| 6070 | LIABILITY INSURA | 0.00 | 0.00 | 0.00 | 0 |

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|----------|---------------------------|----------|----|----|----|
| 154013 | FAMILY PTR ADMINISTRATION | | 05 | 04 | 11 |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|--------|------------------|--------|--------|-------------|---------|
| 1300 | PRINCIPALS | 0.00 | 0.00 | 0.00 | 0 |
| 1350 | ADDED DAYS CERTF | 0.00 | 0.00 | 0.00 | 0 |
| 2100 | GROUP LIFE | 0.00 | 0.00 | 0.00 | 0 |
| 2200 | GROUP MEDICAL | 0.00 | 0.00 | 0.00 | 0 |
| 2500 | WORKERS' COMP | 0.00 | 0.00 | 0.00 | 0 |
| 2550 | UNEMPLOYMENT INS | 0.00 | 0.00 | 0.00 | 0 |
| 2610 | MEDICARE | 0.00 | 0.00 | 0.00 | 0 |
| 2700 | CERTIF RETIREMT | 0.00 | 0.00 | 0.00 | 0 |

GL Side GL-General Ledger EN-PRIOR YR ENCUMBR

SELECT ACCOUNT KEY: 154@@ ; OBJECT CODE: 1000-7000

| ACCT KEY | Title | Director | FY | Qt | Pe |
|-----------|------------------|----------|----|----|----|
| **GRAND** | **Grand Totals** | | | | |

| OBJECT | Description | Budget | Actual | Encumbrance | Balance |
|---------------------------------|-------------|------------|------------|-------------|---------|
| **** GRAND TOTAL EXP ACCTS **** | | | | | |
| | | 255,031.70 | 163,256.92 | 91,595.12 | 180 ** |

Family Partnership Charter School

Minutes of Meetings of the Governing Body/Academic Policy Committee (APC)

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

July 13, 2004

The monthly business meeting of the Academic Policy Committee was called to order at 6:27 PM by Cassandra Posey, the APC acting Chair person.

Members Present: Aida Brown (9:15 PM), Carla Buys, Deb Fancher, Jennifer Gremmel (8:40 PM), Annette Lopez, Cassandra Posey, Laura temple (7:46 PM), Mary Werner.

Members Absent: All members were present at the meeting at various points.

Visitor's Present: Connie Bensler (ASD Charter School Liaison), Lawrence Brown, Denise Carpenter, John Shuler, Denise Carpenter, Vicki Smith, and Sarah Joy Temple.

A motion was made to bring the Agenda forward for discussion. The motion was seconded and approved. Connie Bensler asked if she had an opening to speak. Cassandra Posey said that she would be included after the work session, before or after member input.

The agenda was brought forward to be voted on, seconded and approved unanimously.

John Shuler presented his report for the budget work session. (See attached report)

This report covered;

Item 1-current enrollment status.

Item 2- the first budget report from the June monthly meeting for new members.

Item 3- the new projected budget with the three additions of the resource library, pt. time special ed. Liaison, and pt. time academic facilitator.

Item 4- how many enrolled students it would take to support the three additions and have the same amounts in students accounts that we had last year.

Item 5-how much money can come from the encumbered money to fill the 3 positions and keep student accounts the same as last year.

Item 6-changing the budget forum on-line

Item 7- revised budget

Item 8- prior year encumbered budget.

Deb Fancher asked about AF benefits and John commented that the amount on the budget sheet for the Academic Facilitator salary did not reflect benefits. The position budget also reflected more than the actual position of Academic Facilitator as it covered other addendums such as testing.

Mary Werner asked when enrollment cut off date was. Dennis Carpenter told her it was the end of September. Connie Bensler said that we could still take students but would have no funding for them.

John Shuler recommended that \$100,000. of the roll over be saved for transition. He also commented that a librarian would be necessary or the library room would be full of junk in no time. The school owes the librarian \$500. at present and Grant money is gone for

the library. He commented that volunteers tend not to have ownership and someone permanent was needed.

Laura Temple expressed the need to continually advertise the need for someone in the green pages.

Vicki Smith mentioned that the volunteer add was run for 3 consecutive months and that there were no responses.

It was mentioned that other forms of advertisement could be used such as a big colorful poster on the bulletin board and other such things.

Dennis Carpenter mentioned that a high school student could get a credit as library volunteer.

Deb Fancher commented that someone would still be needed to give direction.

John Shuler commented that we needed a strong administrator that could bridge the gap between staff and board before adding to volunteers to the mix.

Deb Fancher commented that perhaps the administrator could make it a priority to look into another grant for the library.

Connie Bensler said that Grant money could not be used for salaries but only to buy things. She also mentioned that the new administrator would have a huge learning curve and could not accomplish everything in the first year. The board would need to prioritize a few things. He could not write grants, be the Academic facilitator and do everything.

John Shuler commented that it would be nice to have a motion presented on Item #6 of the budget report concerning the three shapes improving the budget forum online.

Approval of June Minutes: Cassandra Posey asked Annette Lopez if all three June meeting Minutes had been approved by e-mail. Annette Lopez confirmed that the June 7, June 8, and June 25th Minutes had been all approved by e-mail.

Seating of incoming APC members/recognition of outgoing APC members:

Cassandra Posey commended the out going members that were not present for their hard work and commitment and recognized each new member and asked them to if they would each like to say a word.

Deb Fancher said that she was troubled about all the turmoil she was coming into. She said a strong administrator was needed to make a smooth transition. Deb commended John Shuler on the budget report and appreciated his being at the meeting. She said that a good relationship between the board and staff was imperative and was tentatively optimistic about a fabulous year of rebuilding.

Mary Werner said she was looking forward to seeing how the new members would fit but was also concerned about the antagonism. She said she was not a political person and did not want pockets of bad feelings and was hoping for a strong administrator.

Carla Buys said that her experience thus far at the meetings was very educational as a student. She hopes that we get a good administrator and would like to see improvement in communication and volunteers.

Laura Temple said "ditto to Deb" in her concern on the angst. Laura hopes to see things simplified and communication all around. She was happy to see staff members at the meeting, that it would improve communication which we need lots of. She feels the pressure to get a chief administrator that gets it. We are home schooling and not schooling in the home. She would like to see a chief administrator that understands the

home school process and can speak the lingo. We are not going to grow otherwise. The present staff is fantastic and she is happy about that.

Cassandra Posey thanked John Shuler once again for his well laid out report. It was commented that a budget reporting of that quality was entirely new to us and very much appreciated. Cassandra thanked Vicki and Denise for being at the meeting. Cassandra commended Vicki on the wonderful job she has been doing on the newsletter and commented that it was nice that Denise was here and had answers to questions as well. Cassandra commented that she was hoping for a good administrator that could build bridges.

Election of APC Officers: Cassandra Posey said that all offices were automatically open for whoever the board decided to place in them.

Laura temple nominated Cassandra Posey to be chair person. Cassandra Posey commented that if anyone else was interested that she would be happy to assist them. Cassandra Posey was voted in unanimously as Chair person.

Laura Temple nominated Deb Fancher as Vice Chair. Deb Fancher said that a returning member should have that spot and nominated Aida Brown. Aida Brown was not present at that time so the vote was to be tabled until her expected arrival after 9 PM.

I do not know who nominated Annette Lopez for secretary (can someone help me here?)
The vote was unanimous for Annette Lopez to be secretary.

Announcement of APC vacancies - Parent G and Student Shadow Seat:

Cassandra Posey commented that the Student Shadow seat opening should be posted in the newsletter with the mentioning of student government credit.

Laura Temple asked if relations of board members could be considered.

Cassandra Posey said that this was no problem at all even for the student voting seat.

Laura Temple announced that her daughter, Sarah Joy Temple, was interested in the seat.

Cassandra Posey announced that two people had previously announced their interest in running for an open parent seat when one was available. John Montgomery expressed his interest at the May 11 annual end of year get together that occurred this year at the Denali Elementary school. On June 8, at the regular monthly APC meeting, Mr. Reagle volunteered. Cassandra said that both candidates had been notified and that she had heard back from Mr. Montgomery that very morning but had not as of yet from Mr. Reagle.

The open seat was discussed and was decided that it needed to be posted in the newsletter and a school wide e-mail to be sent out to give everyone an opportunity to apply. Vicki Smith graciously consented to put it the newsletter that would be coming out shortly even though the date to submit was past as long as she had the announcement by tomorrow, June 14th. The shadow seat vacancy would be posted at the same time. It was decided that these seats will be voted on at the next regular monthly business meeting.

The standing committees were discussed. It was decided that the standing committees would be mentioned in a newsletter with a blurb on each one and what they are for, asking for volunteers.

Member Input:

Mr. Lawrence Brown (husband of Aida Brown, board member), commented on his view of the school board meeting and encouraged the board to keep on the course it was presently on. He commented that the problems with the type A or type B principal situation was unfortunate and that a lot of problems were made by a couple of individuals unfounded remarks. He said that he had read the Minutes and found no breach of protocol. Mr. Brown was concerned that Carol Comeau did not appreciate parent participation and authority and used a strong arm tactic in over running the APC decision. She did not have all the information available and did not listen to what was said on our behalf. Mr. Brown believed that she had an agenda and it wasn't a home school agenda. Mr. Brown said that even before his wife was a member of the board that he never had any problems in researching what he needed to know or getting information from the board and found that he was informed. Lawrence Brown commented on the low number of people who responded to the survey by the 17 day committee and the response being essentially half for the type B and half against, only the half in favor of were considered. The board that new more of the information and had the well being of the school in mind, who voted unanimously in favor of the Charter Changes were not considered. Many people who voted for the type B were mistakenly mixed up with some sort of action on the board to replace the present principal with a board member but the non retention of the present principal had nothing to do with the Charter Changes at all. Lawrence Brown thanked Carla Buys for standing strong at the meeting on behalf of the board. Mr. Lawrence Brown also raised the question of the 15% art and physical education cap. He asked who the architect was and what was the motive behind it.

Cassandra Posey responded to Mr. Lawrence Brown. She appreciated his support of the board. She took some time to stand back and find the important pieces after the ASD board meeting. Carol Commeau did mention that there was a school currently without a type B administrator and she didn't want to change the wording. She was very concerned about student's that did not test being removed from the roster. Carol said she would need to sit down with FPCS members and discuss this. Cassandra Posey said she seen the outcome of the last ASD board meeting as simply tabling the issue. The Charter Changes were still left as a whole and were not told that we would have to take out any. Cassandra has found Carol Comeau to be receptive to Charter schools as alternative types of education. Her original response was to accept the changes. When the situation went awry she just needed to step back and look at it. It was disappointing that the changes could not be passed at that meeting but understood that there was a wide group of people to consider. Cassandra would like to show each family as a satellite school that wants to know and be heard. Communication is a challenge. Attachments can not be sent from the school and we can not send papers home with students at the end of the day. Cassandra picked up the last voice and tone that we should be hopeful. As board members we need to look beyond each situation and look at the big picture of what is the best for the future of the school.

Cassandra Posey asked if anyone could shed some light on the 15 % limitation of funding question.

Connie Bensler said that she was going to address that in her report.

Connie Bensler said that Cassandra Posey's response was very eloquent. She was thinking fair and open minded. Connie Bensler said that she found Carol Comeau to be a great advocate of alternative and optional schools. Choice is something Carol feels very strongly about.

Connie addressed the 15 % limitation saying that it was a state wide correspondence school limitation and not a district correspondance school limitation, which FPCS is considered. It has not been discussed at this level and Connie has instructed John to plan as in the past in that area, without any new limitations. Connie said she would like to invite John Shuler, the new administrator, Frontier and possibly Cassandra to discuss this with Carol Comaeu as it could or could not eventually affect us. We have to find out the intent of the regulations. We have two Charter schools that have already fine tuned what is appropriate and what is not. FPCS has already drawn lines on controversial purchases and as long as we continue to operate how we have with our own restrictions, there shouldn't be a problem. We have shown in the past to be accountable in our core subjects through ILP's. The arts and PE are seen to flesh out an active educational agenda. It's reasonable to show that we don't need to purchase curriculum over and over for each child. As long as we can be sensible and logical to explain our point of view. We are not buying horses or anything ridiculous with funds. As long as we approach the discussion without a heavy hand.

Annette Lopez commented that she had no problem in teaching 5th grade math but could not possibly teach music or art and that a good portion of her funding went to that area as she chooses to purchase her own curriculum.

Deb Fancher said it would be a waste for parents to buy new books just to spend money while the store room at FPCS stacks up with that same text.

Connie Bensler said the school district was even trying to get away from spending so much on curriculum and found that 50% of the budget went to PE and the arts.

Mr. Brown asked about the number of the new regulation, the section and paragraph.

Connie Bensler said she could find it and let him know at a later time.

Deb Fancher had it on hand and didn't see anything about the 15 % limitation.

Cassandra Posey mentioned that it was very recent. Deb Fancher had the March regulations and it had been added since then.

A recent copy was found and photocopied for everyone.

Mr. Lawrence Brown said that he purchases his entire curriculum as he chooses religious curriculum and adds to his children's education with harp lessons which takes most of his funding but no more than drum lessons would cost at east high. Math would cost much less at the same school.

Connie Bensler mentioned that the arts have always been a huge expenditure.

Laura temple commented that it was difficult if not impossible to get students into classes such as PE or music at the local schools and we are forces to take private lessons as a result. She also commented that PE could not be considered under that stipulation as it has been listed as a core subject rather than an elective now. Laura also commented that she didn't like the wording of "it could" happen to us because that suggests that it

probably “will” become a restriction on us. We are for the most part well rounded and have a complete educational outline which is required to get the funding for electives. Deb Fancher said that it is people who try to claim badminton on a luxury liner as an educational expense that cause these problems. That is not a reasonable thing to do. Connie reiterated that we are not state wide and that no one sees it as a part of our world. We don’t want it. Music and PE are considered important in this district.

Connie Bensler asked Cassandra what Carol Comeau expected from the APC on the ASD board decision.

Cassandra responded that Carol would contact her on what her responsibility was and she was waiting for that contact and would respond at that point back to Carol.

Connie Bensler said she would rather see the out come of the meeting as half full rather than half empty. It can shine and show the schools willingness to make better. The next meeting could be a nice night to advertise what the school has to offer.

Connie asked if there was any data of kids coming from Idea over to FPCS due to the new state wide regulations. She said that Frontier was making a move to obtain IDEA kids.

It was commented that the on-line system should show some of these statistics as there is a place to show where students previously were schooled and that a report would be hopefully put together after enrollment deadline.

Connie Bensler commented that Carol Comeau was concerned about not renewing the Academic facilitator position and having twelve different people advising as it could cause trouble with conflicting and different information, a lot of experienced teachers with different versions, is asking for trouble. There needs to be one over seer on the job, one person responsible for giving bad advice. Who would be responsible for a high school kid wanting to graduate and only having three credits? Carol is concerned to protect us all.

Cassandra answered that the idea was to train the group of teachers with a rubric, that they would have all the information to decide on. The next step would be the administrator to check on all test scores and red flag anyone not passing anything. We want everyone enrolled and the ILP’s done by the count date which is impossible with only one person in the Academic Facilitator position.

John Shuler commented on the need for follow-up on the ILP’s later in the year.

Unfinished Business:

a. FPCS policies-approval of final draft.

Mary Werner made a motion to table the approval of final draft to the next meeting to give new board members time to read the draft. The motion was seconded and approved unanimously in favor of tabling the discussion and vote.

b. Teacher Handbook - approval of draft.

Annette Lopez made a motion to table the approval of the teacher handbook draft in order to give members time to look over it. The motion was seconded and approved unanimously.

The teacher handbook is on file at the office. Anyone who would like to see it may ask Vicki Smith or the chief administrator.

New Business:

- a. **Proposed policy on APC member applying for a job they had a part in creating.**

Annette Lopez made a motion to bring forward the suggested policy for discussion. The motion was seconded and approved for discussion.

The board took a short break from 8:35 PM and reconvened at 8:40 PM.

Deb Fancher said that the policy was illegal. Two years is even questionable. She said that as an educator that she wouldn't want to be part of a board with such a stipulation as who knows what she could be involved in four years time. She said she knows of no board that would implement such a policy. It was a policy that was brought forward out of emotion.

Carla Buys said the policy was unfair.

Cassandra Posey commented that the words that were restored to the charter were not a newly created position. There was a choice in the charter when the school opened in the beginning. Now the words allow what the ASD charter school policy and State charter school law allows. It allows us to have an administrator with or without a type B certificate. I know that the non-retention of the administrator and the charter changes are not related.

The way our school operates, we ask for input to solve problems or create positions from staff as well as from teachers, parents and students. Teachers help create the Academic Facilitator position and help fine tune it and they are the pool of people we want to fill the position. The position we may create for the in house tech person will be created by staff input, board input, teacher input and even some families with expertise. We encourage those who help to apply if qualified or nominate or suggest applicants. Teachers on the board vote on policies that affect how they and other teachers are governed and paid. This is not a problem for us because we ask their input and often ask them to design the solution. No one person decides the policy is passed. It is a consensus or a majority vote. I believe these kind of policies create an atmosphere that is a nightmare to police but in our circumstance it prevents us from using the talent in our school to benefit our school as a whole.

Within other schools in the district employees are often a part of or aware of the process of change in that school or department. It is expected that they will apply for the new position or vacated position. Everything the employee knows about the existing job or may have had input about some changes is considered a plus and makes them appear more desirable for the open position. The district advertises the opening but it also creates a positive atmosphere for promoting within. (union practices). Cassandra also suggested that we could send the policy to the attorney to review.

Deb Fancher suggested that we need to be good stewards of the school money and that attorney fees were already high.

A motion was made to vote on the policy as written; No teacher, parent, student, staff or board member who has input in creating changes within an existing position or policy which results in the creation of new positions can apply for a job related too the change for four years.

The motion was seconded; all members were opposed unanimously to the policy.

The board moved to Executive Session at 9:00 PM for discussion on administrative hire.

The board reconvened to regular session at 9:50 PM. Cassandra Posey announced that Reed Whitmore would be hired for chief administrator.

Deb Fancher said that the board needed to add the student budget determination to the agenda to be taken care of directly as parents need to know how much to expect to spend. It was commented that the motion on revamping the budget sheet should be taken care of first.

A motion to discuss the revamping of the budget worksheet by three shapes was made, seconded and approved for discussion.

Deb Fancher questioned what the ownership of the code meant. Cassandra said that she was looking into that and things that it would not be closed unto us but could be sold. Deb Fancher suggested an **amendment to the motion to stipulate that the amount to cover the revamping of the budget worksheet by three shapes not to exceed more than 4,000.**

Laura temple suggested that perhaps this could be an area that Grant's could be researched in. It was commented that it was too late for this particular issue but something grant wise for computer on-line work

The vote was taken to approve the motion as amended. The board voted unanimously in favor of the motion as amended.

Election of Vice Chair: Aida Brown's nomination was brought forward from earlier in the meeting. The board voted unanimous in favor of Aida Brown as Vice Chair.

The board continued with the student account budget projections. It was commented that due to the budget, we don't have a choice but to not hire an Academic Facilitator. The teacher fund was discussed and Cassandra Posey said that it was not negotiable as it was a part of the Charter regulations. It was also mentioned that the library was important and something needed to be done in that venue.

Laura Temple suggested that a committee be formed to increase enrollment and volunteered to be on that committee. She said the school needed to be proactive in enrollment.

A motion was made to have the student accounts at; k-5 \$2,000
6-8 \$2,300
9-12 \$3,000

The motion was seconded and approved with 7 in favor and 1 opposed.

A motion was made to adjourn the meeting. **The meeting was adjourned at 10:36 PM.**

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

August 10, 2004

The monthly business meeting of the Academic Policy Committee was called to order at 6:35 PM by Cassandra Posey, the APC Chair person.

Members Present: Aida Brown, Carla Buys, Deb Fancher, Annette Lopez, Cassandra Posey, Laura Temple (7:15 PM), Mary Werner, Reed Whitmore.

Members Absent: Jennifer Gremmel

Visitor's Present: Sue Ayers, Connie Bensler (ASD Charter School Liaison), Lawrence Brown, Happy Chronister, Colleen Rodlly , Pat Shelton, John Shuler, Vicki Smith.

A motion was made to bring the Agenda forward for discussion. The motion was seconded and approved. There was no discussion on the Agenda. The Agenda was approved unanimously as written.

Cassandra Posey stated that the July 13, 2004 Minutes of the APC were approved by e-mail.

Budget Work Session with John Shuler: (see attachment)

The budget was discussed. Some things that were pointed out were the high cost of the office space and that the legal fee allotment seemed high. It was also suggested that we allow Three Shapes to have possession of the code which would decrease their hourly rate by \$25. per hour.

It was asked when our lease was up and apparently it will be this year. A committee to research other locations was discussed and Deb Fancher suggested the New Seafood building. Not the best location simply not as central, but tons of space, gym and auditorium may be available and at a much lower cost. It is off of Minnesota and International Airport road. Deb said she would check into that possibility.

Student budgets were discussed; several suggestions were put forward by John Shuler as may be seen in the attachment. The amount voted on in last month's meeting was not feasible and needed to be reconsidered. The different allocations were discussed.

A motion was made to accept the following allotment; K-5 \$2,000.00, 6-8 \$2,100.00, 9-12 \$2,900.00. The motion was seconded and approved unanimously.

Aida Brown suggested an amendment to the motion to state that the amount of the student budget would be posted on the web Wednesday, sent by all school e-mail on Wednesday, and put in the September newsletter. The amendment was seconded and approved unanimously.

It was suggested that the Three Shapes code be discussed and was decided that a motion would be brought forward concerning this later on the Agenda.

Re-announcement of APC Vacancies: The vacancy position of both Parent seat G and

had announced his interest in the seat and was presently at the meeting. Cassandra also mentioned that Mr. Montgomery had initially announced interest in the seat but that she hadn't heard from him recently. She thought perhaps that he could be out of town. Vickie Smith said that he had been in the office the day before. Cassandra also mentioned that Sarah Joy Temple was interested in the student shadow seat but was not at the meeting tonight. Carla Buys asked Cliff Reagle how long he had been with FPCS. Cliff Reagle said that he had just recently moved from Seward and would like to see balance on the board. He became interested in what was going on during the confusion on the policy change and was involved in the Seventeen day committee on that issue. Cliff said that he desires to help make the school his child is a part of better. He said he had no axes to grind and would like to see a smooth transition with the new principal. The school has taken a lot of hits recently but he believes in the school.

Cliff was asked how he felt about the mission of the school, how the board was set up with six parent seats, two teacher seats and one student voting seat, one student shadow seat. Cliff said that he has been so involved with only schooling his own children that he wasn't sure of the mission. He has been a home school parent for 12 years and long before he could get money to help with doing it. He believes that iron sharpens iron, conflict is a good thing. Cliff was asked if he himself took active part in educating his children. Cliff responded that he worked outside the home all day and that his wife took care of most of the academic parts of the education and that he helped in the music and physical education aspect.

A motion was made to vote on the parent seat position. Cliff Reagle was voted in unanimously to fill parent seat G. Cliff Reagle took his seat as a voting member on the board.

Member Input: Mr. Brown expressed his concern on the Academic Facilitator position in the past having gone over ILP's in the program. He was concerned that as a parent after 5-6 years and having the process pretty much down that it would cost him more to have the sponsor teacher check it over, that it shouldn't take long to look his ILP's over at this point. How many hours out of parent's budget will be required from teachers to cover this? Cassandra Posey said that the hours assigned for this could be very minimal and would be different for different families. The more help a parent needs, the higher the charge. The Charter was initially set up to make the sponsor teacher position as vital to the program. ILP's that are done correctly should be able to be reviewed fairly quickly. Reed Whitmore said that he reviewed three in less than a half hour. Sponsor teachers need to be aware of what their students are doing to make suggestions and help the students be successful.

Happy Chronister commented on the Student teacher Hours Log that had been suggested. She said she had started to put a long list of everything she does in a notebook. It seems to add to the long list of paperwork that a teacher has to do.

Deb Fancher asked why the log was necessary. Cassandra said that this subject was to be discussed and explained later in the meeting. That Reed would answer questions at that point. That the school needed to be accountable in case of audit and that Reed and John need to feel comfortable with accountability. Apparently there has been occasional dispute on the hour issue between parents and teacher's in the past and something has to

be done to clarify procedures. Cassandra said the yellow time sheet would be sent to the education committee for evaluation and a later report. The forum is not in use at this time. Sue Ayers asked about the 18 hours sponsor teacher time, would a class at UAA count towards those hours? Cassandra Posey said that it would although a portion of a contract would need to be paid for oversight of program, budget signing and approval.

Connie Bensler said that the discussion was still going on with the regulations. Nothing was definitive or resolved. The mood at the ASD was not to fix something that was not broken. FPCS is not broken and has been acting responsibly in use of our budgets. There may be pressure to tweak the requirements. Connie said that she would keep the board informed before anything happens. Connie Bensler addressed the In-service training. She said you can't force teachers to go and not pay them. It needs to be discussed how to get with the major teachers and have meetings. Cassandra Posey responded that we want that done. Reed also commented on mandatory training and a TPD book set up. He said that November 13th would work well with the totem staff. There was the issue of teacher's percentage's to qualify. Many teachers have In-service at other schools and could just present a paper that would qualify. Happy Chronister said that dates should be posted well in advance or there would be problems with attendance.

Carla Buys asked for further information on the restrictions of budget. Reed Whitmore said that there could be some required changes but nothing as of yet. There may be some cap at some point on electives.

Connie Bensler commented that some abused program budgets for snow machines and vacations. As long as we are proactive and have the principal watching that funding is not being abused, we should be OK. It is understood that the cost of a PE program can not be offered at a 15% funding rate.

Reports:

Principal Report: Reed Whitmore reported that he had gotten off to a positive start.

Communication was a goal and his office doors are generally open.

Reed started looking in the No Child left Behind and found that we did not have adequate yearly progress. He wants to have a letter put out to explain what yearly adequate progress is and that we fell short in 2 out of the 30 categories. Those categories were in the percentage of Caucasians participating in testing and the percent of total students at testing. We did much better than last year but still not adequate. We had 91.3% of the students participate. Twenty-five students did not participate. The maximum number of students not participating would have been 15 to fall within the accepted guidelines.

We had two students in the hospital, four sick, six or seven just refused to test and nine still in question. The bottom line is we have to be 100% proficient or above in the near future in order to make adequate yearly progress. Carla Buys brought up the problem of testing in churches and that some will not participate as it is in a church. It was commented that there were places available as an alternative last year such as the FPCS office. Carla Buys said she had not been aware of this.

Cliff Reagle asked what the implications of not participating would be.

Reed said that it would put the school in a crisis, it would put teachers in a crisis and could actually close the school doors. Reed has proposed that parents actively sign a paper saying that they will participate this year before enrolling. That they will need to

comply this year and if they do not, will not be permitted to enroll the following year. We need to talk to parents and convince them of the importance of testing for the school. Laura Temple commented that one testing site was in Chugiak for one age group and another at Jewel Lake and Dimond at the same time for another age group. It made transporting to get to the testing on time literally impossible.

Deb Fancher wanted to know what was wrong with a church building as they are far cheaper for the school to rent. Carla Buys said that some people just will not enter a church building on principal.

Reed said that locations and other situations such as the church aspect would need to be looked into well in advance.

Reed also reported that he would like to see two mid year checks done on packets by sponsor teachers to make sure students are on schedule or not. A spot on the on-line system for teacher comment would be good. Also, to check if students have received all their curriculum before December. Something simple that could be faxed and not cause a meeting time.

Mandatory training was discussed and making the on-line system user friendly but we are continually improving the system. At some point we may need to stop making changes to have consistency.

Reed said that the Student/ Teacher log hour were to be discussed in executive session. Cassandra Posey brought up the Back to School Night. A vendor fair was suggested to take place at the same time. Vicki Smith mentioned the date was set at September 17th from 6-8 PM.

The discussion then turned back to the No Child Left Behind requirements for testing in the 04/05 school year and Reed commented that goal #3 was to have 95% participation rate. Happy Chronister mentioned that some people withdraw and don't tell us. Reed said that the sponsor teacher checking on progress would help to flush out that dead wood. We could have some students no longer even in the state and because they have not been withdrawn from before testing, it counting against us at testing time as low participation rate.

Call for Standing Committee Members: Committee members are as follows; Academic (Deb Fancher chair, Happy Chronister, Reed Whitmore), Nominating committee (Carla Buys chair, Pat Shelton, Sarah Joy Temple), Business committee (Sue Ayers, John Shuler), Legal/Risk (Cassandra Posey, Pat Shelton). Cassandra Posey said that we are looking for volunteers for the various committees. It would be good to branch out into the community. Mr. Reagle was asked to consider what he would like to volunteer on.

A motion was made by Aida Brown to accept the Teacher's Handbook as a working document for the year. The motion was seconded and approved unanimously.

A motion was made by Deb Fancher that the APC accept the revised and updated FPCS Policy Manual as drafted to be used as a working document for the 04/05 school year. The motion was seconded and approved for discussion. Valerie Burgess asked the principal how he felt about the Policy Manual. Reed said that a lot of work had been put into it. He had some questions but assumes everything is in place and that it would be silly to go backwards. The draft seemed reasonable. Comments were made on

fixes and changes in grammar and form. John Shuler pointed out that it was a “working document”, something that could be used as a guideline and not that the policies were being approved. The motion was brought forward to be voted on. There were 6 in favor and two abstentions.

Discussion on the code with Three Shapes. It was suggested that FPCS not retain the code to the on-line system.

The board deliberated for some time on whether the extra \$25. per hour was worth the ownership of the code or not with input from John Shuler and Reed Whitmore.

Motion: Family Partnership Charter School will not retain the priority code for the online system. The motion was seconded. Seven voted in favor and there was one abstention.

The board took a short break at 8:40 PM. and reconvened at 8:55PM.

APC Handbook Report: Pat Shelton had a session on the APC hand book which was tabled in the 03/04 school year. Pat commented on the table of contents that was voted on and worked on previously, she also had a list of suggestions that the board may want to add to the manual. Pat went over the table of contents and what they entailed with an overhead projector. She also commented that the APC has been accused of micromanaging in the past and that if the APC had of been micromanaging that a lot of things left undone would have been done.

Deb Fancher said that the motion on the policy manual needed to be amended to eliminate “working document” and to say “the APC accept the revised, updated FPCS Policy Manual to be used as written.”

The motion was seconded and voted on. Seven in favor and one abstention.

The board convened to executive session at 9:42 PM to discuss personnel/contract and student/teacher hour log.

Annette Lopez left the meeting at 10:40 PM

Executive session ended at 10:50 PM and regular session resumed at 10:51 and the meeting was then adjourned for the night.

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

September 14, 2004

The monthly business meeting of the Academic Policy Committee was called to order at 6:45 PM by Cassandra Posey, the APC Chair person after consulting Connie Bensler on what to do if a quorum was not present past the time a meeting was supposed to begin. Connie Bensler (ASD Charter School Liaison) said that the meeting could proceed for informational purposes but that business could not be conducted. (A quorum was present by 7:00 PM.)

Members Present: Carla Buys, Jennifer Gremmel (arrived 7PM) Annette Lopez, Cassandra Posey, Cliff Reagle (left 7:50 PM) and Reed Whitmore.

Members Absent: Aida Brown, Deb Fancher, Laura Temple and Mary Werner

Visitor's Present: Mary Anger, Connie Bensler (ASD Charter School Liaison), Connie Carlisle, Happy Chronister, Pat Shelton, John Shuler, Vicki Smith.

The agenda could not be approved due to lack of quorum.

Cassandra Posey stated that the Minutes had been approved by e-mail.

Member Input: Connie Carlisle introduced herself, mentioning she works at FPCS and was in the process of opening a new business service called Alaska Scholarship Folders which could be found on the web at AlaskaScholarshipfolders.com. Connie commented that she seen the need for good information for students needing money for college. Connie did not believe it would be possible to send her own daughter outside to college when she first started researching prices of desired schools. Connie had been saving but the financial cost was just way more than expected. She knew information was available somehow at the career resource center but it was like looking for a needle in a haystack. Connie and her husband saw a need for a service to help these high school kids. Students and parents need to start early looking for college funds. Jr. High and freshman year is not to early to start looking for scholarship opportunities. Most seniors apply for scholarships in their senior year when the deadline has passed. Connie said she clearly saw the need to get people to start thinking before the senior year. There is even money available during elementary school years for sports and music camp scholarships. Presentation is important and Alaska Scholarship Folders has spent time on presentation and every aspect of the scholarship folder. Our folders look professional from beginning to end and the folder is ready to go out in the mail when you get it. So far, her company has done six folders in Anchorage and is on the World Wide Web site which has generated much interest. The site is getting 20 to 30 hits a day. Connie stated that the website is continuously being updated and hopes to be able to work with Family Partnership Charter School as a vendor. Connie had informational flyers and business cards available at the meeting.

Mary Anger spoke on her concern about the requirement for testing and the form that was new to the enrollment package this year. Mary stated that she had discussed the topic with Reed and Carol Comeau and that it was illegal to require such action. The testing is voluntary by the state. Demanded participation violates student's rights. Any state parent can say they have a right not to participate. Mary said it was very clear. She was not advocating not to test but for individuals to be able to decide and take out the mandated and required form. Mary said she would like to see all students that have signed the form notified.

Cliff Reagle asked how this would affect the school funding. Mary responded that it was wrong to match dollars with ability and that we needed to act for the individual child.

Funding should not be withheld due to lack of participation in testing.

Reed Whitmore said that she had a legitimate argument and that it could cause a real legal battle. Nothing positive would come out of it. We are stuck at the moment due to Federal money distributed to the state. Allocation of some federal money is being based on testing compliance. The charter school reapplication process requires that we show test compliance also.

Mary Anger said that she wanted to see FPCS succeed and wants a good representation for our school but wants choice and that is the law.

Cliff Reagle commented that a traditional public school child doesn't get stopped from coming back to their school because of non participation in testing. But with the NCLB law Title 1 schools who fail in test compliance can lose money and eventually give students transfer to a school that has met adequate yearly progress in all areas.

Reed Whitmore said that alternative schools have different rules because homeschoolers have limited contact with professional educators causes concern for accountability and testing gives a good picture of the students abilities by an outside source. This is good for the child's education. But it is correct that a student at public school does not get expelled for not testing.

Connie Bensler (ASD Liaison) announced that there would be a charter school policy review sub committee meeting Thursday at 8:30 to 10:30 Am in the ASD building on the third floor room 320. Connie reported there was not a lot of changes made but discussion on day to day information on how charter schools are dealt with in the district. Also, applying for a Charter renewal etc. would be presented by Connie and everyone was welcome to attend.

Jennifer Gremmel arrived which gave the board a quorum.

A motion was made to bring the agenda forward for discussion. The motion was seconded and approved unanimously.

Cassandra moved that the reports be changed to before the Roberts Rules of Order due to the fact that any motions would need to be voted on with a quorum and Cliff Reagle would be leaving at 8 PM which would leave the board without a quorum once again. Also, that the student shadow seat couldn't be filled as the student was not present. The revised agenda was voted on and approved unanimously.

Reports:

Principal Report; (Reed Whitmore) see attachments. Reed mentioned the 15% restriction on elective spending recently imposed on some correspondence schools in the state and said that administration was limiting FPCS to a 50% amount for electives. Reed said that some people would have to look carefully at their plans but most have been supportive.

Reed said that he talked to the school district on the issue of the teacher planning ratio of one hour teaching to one hour of planning and it was required that teachers limit plan time to half that amount. Teachers were frustrated with this but pulled together as a team. It amounts to more time for the kids. Teachers in regular public school are expected to have some work besides classroom paid time.

Reed commented on the information brochure that was put out to the community. Flyers were sent to everyone in the Anchorage bowl that addresses were gotten for. Addresses were obtained by addresses for the Anchorage Dividend with four plus family members. Twenty calls had been received since the flyer was put out as a result of the flyer. Eleven were adamant that they were already home schooling but had not been aware of the program. The brochure grew and was developed within the staff which was nice to see. It was an inexpensive way to get out information.

Reed addresses the FPCS kick off event. Reed said it went well. He was not sure what to expect but the tent and chairs, food and vendors all came together to make a nice presentation and show of school community spirit.

It was noted that the form for testing compliance was revised and currently in place. Reed reported that the cost to go to KCC had a 5 to 10% increase and that it would be a big year for testing for 5th and 6th graders especially with the new field testing added. Consequences for not testing would be most devastating to the title 1 schools. Our school is at level two for test participation. At this point our consequence is to send a letter to explain where we did not pass and set up group meetings on how to pass the requirements in the areas we failed. Our compliance affects the district's federal funding positively or negatively.

Traditional schools have a choice of two other area schools to attend.

On enrollment packets, Reed said that he had approved 90, reading everyone of them.

Legal / Risk Management report: Pat Shelton gave the report (see attachments).

Pat Shelton discussed the proposed changes to the Charter renewal process. Pat Shelton relayed that our Charter expires in 2012 but information needs to be gathered constantly for the reapplication process. She also stressed the importance of knowing the charter and policies so as not to cause a breach and be in compliance. This responsibility lies with the board in collaboration with the Charter school liaison and the principal.

Pat Shelton mentioned that there are four basic things looked for in the application, academic success which is measured by testing. She suggested looking for other ways to measure to demonstrate this by some sort of portfolio considering a population that does not want to test. If we do not demonstrate academic success it would affect our renewal. We need to be a viable and effective organization and be fiscally sound. John Schuler is working toward being a fiscally sound program. We need to plan for the future and develop a good strategic outline.

Pat Shelton discussed a proposal to increase the window of time for submitting a charter reapplication to the state. Attachment D discusses the many benefits of changing this date from 6 months to being able to start the process 18 months before expiration.

Cassandra Posey brought forward the following motion for discussion: " Family Partnership Academic Policy members will write state board members and relevant State Education and Early Development personnel in the support of the proposal to increase the window of time for submitting a charter reapplication to state."

The motion was seconded and approved for discussion.

Connie Bensler said that she felt a charter school should not be alarmed with a 6 month window. Every year information is gathered and problems discussed. It is a process where you won't find out all of a sudden that there is a problem but will know ahead of time. Pat Shelton said that in terms of business that there are budget constraints and leases to negotiate and secure, teacher contracts and security and other business situations that need more notice to work smoothly in continuation or disbursement of students and tenured teachers etc.

Reed Whitmore said the 18 month window would give the school plenty of time to organize time lines. It would not jeopardize the districts ability to still close the school down if a breach of contract occurred. It creates no harm to the district or the charter school.

Cliff Reagle asked if there were any negatives. Looked like all positives.

Connie Bensler said that she wasn't sure if Carol Comeou buys into the idea of changing the window of time and that there is some hesitation in the district on the issue. They are not sure that if you don't have your school together, 18 months isn't going to make a difference.

Pat Shelton commented that she would be on pins and needle at that point business wise. There is also the breach of contract clause.

A motion was made to vote on the motion. The motion to vote was seconded and the board voted all in favor of the motion.

Cassandra Posey brought forward another motion for discussion;

The staff of FPCS will prepare a plan to find new rental space or negotiate our current rental contract.

The motion was seconded and approved.

Reed Whitmore mentioned that our current place would need to know if we desire to continue renting by December. There are issues with maintenance and janitorial issues to be discussed in executive session.

The motion was brought forward to be voted on, seconded and all members voted unanimously in favor of the motion.

The board had a short break at 7:45 and reconvened at 7:50 with Wayne Mabry for the Robert's Rule of order workshop. Cliff Reagle stayed for 15 minutes of the workshop and then excused himself as planned.

The session ended at 9:05 Pm and the board convened to executive session at this time to discuss testing.

The board reconvened into regular session at 10 PM and adjourned at this time.

Minutes taken and Prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Special Business Meeting

September 28, 2004

The special business meeting of the Academic Policy Committee was called to order at 7:12 PM by Cassandra Posey, the APC Chair person.

Members Present: Carla Buys, Jennifer Gremmel, Annette Lopez (arrived 7:25 PM), Cassandra Posey, Laura Temple and Mary Werner (left 8:45PM).

Members Absent: Aida Brown, Deb Fancher and Cliff Reagle

Visitor's Present: Greg Miller (attorney), Pat Shelton (legal/risk committee) (left 8:40PM)

Cassandra Posey moved the meeting to executive session at 7:13 PM to discuss contract issues with lawyer.

The meeting was adjourned at 9 PM.

Minutes taken by Cassandra Posey and Annette Lopez.

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

October 12, 2004

The monthly business meeting of the Academic Policy Committee was called to order at 6:30 PM by Cassandra Posey, the APC Chair person. There was not a quorum present but discussion was to proceed.

Members Present: Carla Buys, Deb Fancher, Annette Lopez, Cassandra Posey, Cliff Reagle (6:35), Laura Temple (7:10 PM), Mary Werner (6:40), Reed Whitmore.

Members Absent: Aida Brown, Jennifer Gremmel

Visitor's Present: Connie Bensler (ASD liaison), Bill Ryan, Joanne Atwood, Vicki Smith, John Schuler, Mary Anger, Davize A. Smith, Kathy Smith, Ben Brown, Kim Wilcox, Cheri Ching, Happy Chronister, Lorrie Montgomery, Valerie Burgess, Toni Maddox, Felix Chambers, John Montgomery, and Jordon Montgomery

Member Input: Mr. Smith said he found out on October 12th that his budget wasn't approved because of a new policy having to do with a 50% limitation on Arts and PE. Mr. Smith said eh had two kids that are involved in horsemanship and Tae Kwon Do. His kids have been involved in Junior Olympics with Tae Kwon Do and have placed 4th and 6th and his other child did not place but did go, the competition is much stiffer at the older age. The oldest just tested for his brown belt, which is \$104.00. These costs are for testing and not competition even. Curriculum is inexpensive. The Smith family is currently a Beta tester with a curriculum and received the curriculum free. Also, a person can reuse curriculum. Mr. Smith's oldest daughter is studying animal husbandry, riding and studying stables business management. She wants to be a veterinarian. She has placed 99% and is on the national honor role. The family is not being frivolous but spending the money from FPCS the best way possible. The biggest expenses are not core curriculum but instructors for Tae Kwon Do and horsemanship. She has one more chapter to finish and will be done a college Vet tech course at the age of 15. Mr. Smith is concerned that it is October and the ILP's have not been approved. Will it be January before they can start school?

Cassandra Posey said that there would not be answers tonight but that the situation would be discussed. She apologized for the frustration. She understands when you have a family that you pass down curriculum the same as you pass down shoes. It's a way to manage money well. Cassandra thanked the Smith's for sharing.

Cassandra Posey then called an official opening of the meeting as a quorum was present.

A motion was made to bring the Agenda forward for discussion. The motion was seconded and approved. There was no discussion on the Agenda. The Agenda was approved unanimously as written.

Minutes were approved by e-mail.

Cassandra Posey announced that Sarah Joy would be available to fill the student shadow seat after December.

Cassandra then directed the meeting back to the public comment period.

Joanne Atwood introduced herself next as having two daughters with FPCS and that it was her third year with the program. Joanne expressed her agreement with Mr. Smith on the proposed spending limit. She said curriculum can be gotten from the library; you can belong to a group that exchanges curriculum etc. There are many ways to keep the expenses of core curriculum to a minimum. Lessons are expensive. You can't borrow some one else's music lessons or check out swimming lessons from the library. The 50 % limitation makes it difficult to give a family a well rounded education.

Cheri Ching sent a letter, which was read and available for reference as an attachment. She stated her opposition the 50% cap on electives as well.

Valerie Burgess stated that Frontier was leasing computers that could be bought at the end for \$1.00. She would like to see this occur at FPCS. Valerie also commented on home schoolers being called private schools, she does not like the term. We follow the rules of FPCS and are a part of that organization that is a public school program.

Valerie commented on the end of year volunteer party with the district and that all parents of FPCS should be considered volunteers. No volunteers have ever been recommended from FPCS. Valerie also commented on the teacher's log that is being proposed and wants the log clarified with details.

Cassandra commented that there had been a proposal for leasing and buying computers. It did not pan out. There seems to be some problems with the leasing when a family leases for one year and then leaves the program. No one wants the old computer and the school still has to pay for it for 2 years. John Schuler said it is still trying to be figured out and the maintenance agreement has been a problem.

Cassandra stated that it was time to check into this avenue again.

Bill Ryan introduced himself as having 5 children and that it was his fourth year home schooling, his first with FPCS. He said that the state thinks 50% is fair but it is not and we need to fight it. We need to take control of our kid's education and become more aggressive on what we want. It costs a fraction of the cost to home school our kids than it would if we were sending them to public school. We are using our money efficiently. His daughter is selling her art, it shall become her occupation. It is her future and not just an elective.

Happy Chronister presented an overhead of a chart that illustrates the costs of home schooling. Her major objection to the 50% spending limit on art, music and P.E. is that these services are not renewable resources. Many of the core resources are renewable.

The presentation contained the following information;

**Sample Costs for Teacher Time,
Goods and Services**

**Math, Language Arts,
Social Studies, Science
7th & 8th Grade Social Studies Text
by Glencoe-McGraw Hill \$53.49**

4th Grade Math Minutes
consumable \$13.49

Spelling Plus - Susan Anthony Weston
reusable, K - 6th \$19.95
Facts in 5 Minutes a Day
reusable, \$11.95 each

The History of US
11 volumes, reusable, \$125

High School Earth Science Class with ASD teacher \$8.00 text from ebay
.5 credit \$249.00

High School /UAA Meteorology Course
(3 UAA units / .5 ASD credit)
\$361 tuition & fees
\$113.50 books (\$475)

4 year Learning Direct High School Program of Studies w/S/H \$675

BYU, Nebraska, etc. \$100 p/course
for 3 units = to .5 ASD credit

Home School Learning Network
web based 36 week lesson plan per grade level, all core subjects, + 240 unit studies +
resources
Group rate: 6 months, \$18 total

RESOURCE LIBRARY - FREE
LENDING LIBRARY - FREE
PUBLIC LIBRARY - FREE
INTERNET SITES - FREE
ANCHORAGE DAILY NEWS
3EDUCATION LINK² - FREE

Many of these items are renewable resources.

Art, Music, P.E.

Pottery instruction - 3 sessions at \$225 needed to earn .5 credit (\$675)

Private violin lesson -
30 minutes @ \$375 per semester
45 minutes @ \$555 per semester

Orchestra - 9 weeks for \$121

UAA percussion lessons
(2 UAA units/ less than .5 ASD credit)
\$608 per semester +drum rental+books

or \$45 p/h private percussion
for 15 weeks for \$675 + drum rental

Little Gym weekly exercise
Fall Sem & Winter sessions \$550

Piano lessons for a year \$600 - \$1500
(\$125/month X 12 = \$1500)

Fitness Quest Total Gym \$249 Denied

DAC membership - \$89 per month

YMCA - annual membership \$750
must pay up front

Alaska Club - won't work with us

Snow boarding Lessons with rental
3 lessons for \$125

Art classes - about \$15 - 20 p/lesson

Cooking Class with ASD Teacher with 5 labs at Allen & Peterson \$417

Sewing Classes - \$70 per month

Rock Climbing - \$120 per month

These are all non renewable resources.

To have a well rounded education, you need a balance of academics, relationships with others, work ethic, money management and character development and skill and talent development. The 50% limit on funding is attacking the skills and talents. It's limiting our master violinist and terrible artists, demanding academic obesity. We (FPCS) took care of this with a plan on the four core subjects being required to be completely covered on the ILP's before an elective can be taken. We were told if we eat our meat and potatoes that we could have our dessert. Don't limit our PE when we've been responsible to show we are doing the academics. PE is a required subject. Arts are included as a core

with ASD. If we have to pick one elective, either art or PE, it is NOT rounded. Electives cost and core curriculum is not as expensive.

Laura Montgomery spoke on her concern about the 50% budget limitation. She spoke on second hand curriculum being inexpensive and being able to reuse. The 50% funding limitation is not in accordance with how the school is run, National statistics say home schooled kids are doing great, so why the limitation. We are being responsible with the core subjects.

Mary Anger spoke on her support of fighting the 50% limitation. She said that on the ASD website the arts are considered a core subject. The NCLB act considers the Arts a core. Physical Education has not been designated but each state can define and has not been set aside as strictly elective.

Felix Chambers introduced himself as having 4 children, with two presently home schooling. He came from the Idea program. He commented on the competition between programs and the 50 % limitation would cause many to go to other programs. He commented that an accomplished pianist can end up with a four year ride to UAA. The lessons for an advanced child are \$1.50 a minute and then to add hockey for physical education and you have well beyond 50%. It is not feasible. The arts and physical education are important.

Valerie Burgess suggested that we declare our school a Fine Arts school to get around the funding problem.

Mr. Montgomery asked if the 50% funding imposed was mandatory by the school district or self imposed by FPCS.

Reed Whitmore stated that it came down from the ASD. The legal aspects are still being looked at strongly. Reed and John Schuler has sent things through to ASD and got them back as being rejected. This all came down after the 15% restriction on other correspondence schools in July. The entire curriculum of the kid is being looked at and they want balance. The school district wants to make sure that we are not focusing on just the arts and PE and not taking care of academics. It is not a rule and is self imposed as the ASD is sending things back and could come down to 20-30% if we don't restrain ourselves. Reed said he had gotten back with all the people who have called in and there is an appeal process. The ILPs need to be looked at closely and show that everything is balanced.

Connie Bensler said that she doesn't want to be shot as the messenger but the 50% limitation seems to be pretty much stuck. It is not an immovable force though. Seeing the passion and excitement and the start of formulating ideas is a good thing. Valerie's idea of a fine arts school was a good idea and should be pursued. A task force of parents could be gotten together to make a presentation.

Connie then mentioned that the school needs to be aware of a particularly dicey situation being discussed concerning core curriculum being purchased by parents of religious nature. The discussion is that these people are their own private school entity and can not be considered part of the public school system. Sponsor teacher of a public school should not be able to designate credit for religious material taught. Text books are going to have to be something acceptable in public schools to get public school credit.

Cassandra Posey asked about testing and if we were falling behind.

Reed Whitmore said that we have not passed AYP again. We also need to track the kids who have not graduated. Graduation numbers were low. Cassandra mentioned that the numbers could be because the kids can graduate from their own home school, from a private school. There are different ways to graduate in the program and not necessarily mark off as graduate with FPCS ceremony. If we are not testing then the district gets concerned on checks and balances.

Cliff Reagle commented that there have been abuses and we need to show our kids are getting an education. He said he was not for limits but for accountability.

Lorrie Montgomery asked how much abuse was there. Most parents are busy educating their children and self impose limitations when academics are down. We need a logical plan that is not complicated. Lorrie also commented that we should look into naming the school as a Fine Arts school.

Deb Fancher said she did not like this designation(Fine Arts School) as many in the school are not fine arts kids, it would not cover the computer geeks etc. She does not like the name playing wordage. She would not be attracted to a fine arts school. We have many emphases.

Connie Bensler said that we need to get proactive rather than reactive. FPCS needs to submit a proposal. So far it would seem that the arts are not an issue but that PE is.

Ben Brown said that we need to know if the light at the end of the tunnel is the sunlight or a train.

Happy Chronister said that we have showed accountability through our online system. We can't get the funding for violin unless we've taken care of math etc.

The answer has already been built into the system and is being ignored.

Cassandra Posey asked if the people who had written comments would leave them with the board to help with information for the planned task force.

Principal Report: (principal Reed Whitmore) see attachment. Reed discussed the elective funding and the appeal process, packet approval procedures, the web page, proposed calendar, problem solving flow chart, reimbursements to date, revising testing agreement and enrollment numbers and budget projections.

Deb Fancher mentioned she was looking into janitorial issues.

Committee Report: Connie Bensler commented on the letter sent to the State board. FPCS as a local district and our recertification not occurring for 8 years that it would not affect us. The superintendent is not taking reapplications until after January. It has not changed at the district level. So much can change in eight years, and the six month reapplication has stayed the same. The superintendent said the applications shall be taken care of in a timely manner.

The board took a short break at 9PM and convened to executive session at 9:12 PM to discuss the yellow time sheet for teachers, 50% spending limit, contract and special Ed. The yellow time sheet did not get discussed due to time.

Carla Buys left at 10:02 PM

The board convened back to regular session at 10:30 PM.

A motion to make the special Ed position half-time was made by Laura Temple and seconded by Cassandra Posey. The motion passed unanimously.

A motion (by Cliff Reagle) for an appeal procedure for the spending limit states budgets that are up to 75% for electives should be reviewed by the administrator and if needed a subgroup of APC members. Any request that goes beyond 75% is to be reviewed by the full APC board. The motion was seconded by Cassandra and passed unanimously.

The request for a change in the time the business office is open to help families, teachers and vendors is changed to 10:00 AM until 4:50 PM. The request was made to offset the use of overtime pay and keep the budget in the black. The staff will arrive at 9:00 and work an hour before opening doors. The families, vendors, and teachers are to receive written notice, a pre-recorded phone message on the school phone and mass e-mails. The 4:50 PM closing time gives the staff time to clear the office of customers and leave by 5:00 PM.

A motion to change the time the doors open for business from 10:00AM until 4:50 PM was made by Cassandra and seconded by Cliff Reagle. The motion passed unanimously.

The meeting was dismissed at 10:40 PM.

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee
Family Partnership Charter School
Monthly Business Meeting
November 9, 2004

Members Present: Cassandra Posey, Aida Brown, Carla Buys, Deb Fancher, Cliff Reagle, Mary Werner, Reed Whitmore

Members Absent: Annette Lopez, Jennifer Gremmel, Laura Temple

Visitors Present: Happy Chronister, Jim Cunningham, Connie Bensler, Charter Liaison

Aida Brown called the meeting to order at 6:35 PM. Cassandra made a motion to move committee reports before the principal's report because of time concerns. Aida seconded the motion. Motion passed.

Public Comment:

Jim Cunningham, a FPCS teacher, handed out a page outlining a study he made about FPCS teachers (see teacher profile attached.) His concern is for the 30% of teachers that are retired and teaching for FPCS part-time. We need to recruit more of them and keep those that we have. The retired teachers are the core group of teachers that are available during the hours of school before 3 or 4 o'clock in the afternoon. Retired teachers are well qualified, and are limited in the number of hours they are allowed to work. They are restricted to a 49% contract or 700 hours a year. One of the problems is that it is difficult to establish this amount early in the year because families may move, classes may be cancelled or students drop out for various reasons. If a retired teacher goes over the 700 hours to compensate for possible loss and loss does not occur, then the teacher goes unpaid for that work. If the retired teacher estimates 700 hours and changes occur that reduces those hours he or she may not be able to make up the difference. This makes the 700 hour limit a possible problem both ways. It was suggested that classes with high need could justify an addendum for work beyond the 700 hours, or perhaps the overage of hours could be "banked" and paid out the next fiscal year, since the funds had been budgeted and carried over.

Response to Public Comment:

Connie Bensler, Charter Liaison, said that there has been high need designations in the past, but there are none now. Working more hours than are allowed by the teacher retirement fund may jeopardize retirement. Others suggested that teachers could lobby the TRS for a change. Others suggested that teachers become vendors to get paid. Happy Chronister responded that in the past vendor hours did not count as teacher time, and that ASD had not let teachers change to vendor status. In summary, now that the ASD has eliminated the high needs category and the TRS (Teacher Retirement System) says even if you work as a vendor it will be considered regular teaching hours neither of these options are workable solutions any longer.

There was a discussion about how to notify substitute teachers about opportunities with FPCS. If these teachers are interested and willing to become "eligible" to hire, they would be available before 3 or 4 o'clock in the afternoon. It was suggested by Connie Bensler, Charter Liaison, that we advertise during the teacher job fair in the spring. Happy Chronister responded, that FPCS works differently because teachers must market themselves and promote their classes to gain students.

Happy announced that there will be a FPCS social at the Diamond Ice Chalet party room on December 15th, 1:00 – 3:00 PM a workshop or a speaker for the timeslot is still in the planning stage.

Connie Bensler, Charter Liaison, reminded us that we needed next year's preliminary budget by November 15th. Reed has worked on this and will turn it in.

Reed presented the Financial Report (see attached)

Our student numbers are around 490 students. The numbers are projected to drop somewhat with the proposed opening of two new charter schools, Eagle and Waldorf. The proposed numbers for next year are conservative and we will hope to increase membership by better customer service, easier ILP's, and a more streamlined process.

Committee Reports:

Cassandra presented the business report (attached)

Motion: Used Curriculum purchased from a "storefront" vendor accompanied by an appropriate receipt will be reimbursed in the normal procedure. For example, used books from Title Wave or curriculum, books, or programs purchased from Amazon.com with an appropriate receipt will be reimbursed. Garage sale items or items purchased from a friend would not qualify for reimbursement. This policy will be on the web for a 30 day comment period before final vote.

Discussion:

There is a new proposed policy to address a need. John Shuler, the business manager and a member of the business committee helped craft the wording (see above motion) The motions was stated, seconded, and unanimously accepted. This policy is on the web for a 30 day comment period.

Cassandra presented the education report (see attached)

Motion: All teachers will e-mail to the administrative assistant hours worked, student's names, and dates. This motion was seconded and passed unanimously.

Discussion:

There use to be a workable system (with a pervious employee) where the teachers could turn in their hours to be paid. The original system left behind was not passed on to the new administration. It is proposed that teachers (who are paid twice a year) e-mail their hours into the administrative assistant/registrar at whatever interval the assistant requires (since it is different for various contracts.) It has been a problem in the past that programs and procedures were lost when employees left. Reed proposes to encourage

more job sharing to help solve this problem. This will also help employees cover for each other and keep this kind of problem from reoccurring.

There was a discussion of how teacher hour disputes are handled. There is a conflict resolution process in place. Both teachers and parents need to be responsible that the contract hours are completed. There is a recommendation for a paper with the dates, times and a signature by teacher and parent to document completed hours and avoid disputes. Connie Bensler, commented that she was not criticizing the board but these things should be left up to the administrator. Cassandra thanked Connie for the observation but noted that the APC needed to know because this is a change in the parent/teacher contract and concerns the charter. Most administrative jobs are top down but or Charter allows influence for decisions from the bottom up so parents, teachers and students inform the policies and procedures they are governed by. Cassandra left at 7:50 PM

Carla gave the nominating committee report (attached)

Motion: The APC adopts the time-line for the 04/05 APC board spring election. The motion was seconded and approved unanimously.

Discussion:

The committee is looking for parent and teacher nominees to have for the spring election. Sarah Temple will join us next month, filling the student shadow seat. Carla presented a Nomination timeline of events for the year, including the end of the year celebration. It was suggested that it be at a centrally located place, like Denali school. Carla proposed we accept the timeline as written. Aida seconded, and the vote was unanimous in favor.

Motion: The APC Code of Ethics form be adopted and signed by all current APC members.

The motion was seconded and approved unanimously.

Discussion:

Carla showed the sample code of ethics document, and after some discussion minor changes were made in the wording. Carla proposed the motion to accept the APC ethics document. Deb seconded the motion, and the vote was unanimous in favor. It was suggested that a code of ethics be developed for students also.

Principal Report:

Reed handed out the report with a list of discussion items. (attached)

1. There are ASD budget development process town meetings for the Anchorage School District fiscal year 2005-2006. Reed included a handout of the budget process timeline.
2. January 22, 2005, at 10:30 AM – 4:00 PM is the Alternative School Fair at the Dimond Mall and Carrs Eagle River. We need to be represented.
3. We are hiring a new financial data control clerk, and are in the process of reference checks. The primary duty is reimbursements.

4. There has been some inquiry about 5th year seniors. We don't do that if the student has all their requirements from another program or have graduated from another program.
5. We have one student enrolled in APU Honors classes.
6. The search for office space continues.
7. Building access for teachers is available, but needs to be arranged with Reed.
8. The website still has problems and needs to be updated. A proposed revision of the front page will be available soon, and procedures for complaint and spending appeals will be added.
9. We would like to develop internet access to test scores for teachers.
10. We would like library training for volunteers.
11. We have the opportunity to get a deal on a new and much needed copy machine for a lower price than we are currently paying (which includes a new color printer).
12. A copy of the budget was handed out. We have a projection of 496 students for 05/06.
13. There was 77% participation in field testing.
14. All but a few students have completed shot records. The rest are in progress.

Happy volunteered to coordinate entertainment and activities for the end of year event, and she received the acclaim and gratitude of us all.

Reed said the new office hours are working out well, which is being effective in cutting down staff overtime.

Aida called a 10 minute break at 8:40 PM.

At 8:50 PM we went into executive session.

At 9:00 PM Cassandra joined the executive session. Aida left the meeting.

We came out of executive session at about 9:40 PM. We adjourned at 9:50 PM.

Minutes by Mary Werner

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

December 14, 2004

The monthly business meeting of the Academic Policy Committee was called to order at 6:35 PM by Cassandra Posey, the APC Chair person.

Members Present: Carla Buys, Deb Fancher, Annette Lopez, Cassandra Posey, Cliff Reagle (8:30 PM), Mary Werner, Reed Whitmore.

Members Absent: Aida Brown, Jennifer Gremmel and Laura Temple

Visitor's Present: Connie Bensler (ASD liaison), Valerie Burgess, John Schuler and Vickie Smith.

Carla Buys made a motion to bring the Agenda forward for discussion. The motion was seconded and approved. There was no discussion on the Agenda. The Agenda was approved unanimously as written.

Cassandra Posey stated that there was wording on a motion needing to be discussed from the last month's Minutes when Cliff Reagle was available later in the meeting, before November Minutes could be approved.

Public and Charter Liaison Comments:

Connie Bensler (ASD liaison) reported that she had read the news letter and it seemed that things were going well. The skating party was a good idea. Connie asked Reed about the six lost students and Reed said they mostly were students that moved out of state. Connie asked about exit interviews but agreed with Reed on the difficulty to get people in at that point. Connie commented that there were two new Charter schools with applications in progress and the closing of Village Charter was mentioned. Connie commented on the communication and good feelings in the front office and Cassandra mentioned she too felt the energy and good vibes in the front when walking into the school.

Principal Report: (see attachment) Reed Whitmore reported that Ann Kanack had been hired to replace Arlene and was jumping right into the middle of things and moving with it. She already is processing checks for reimbursements. Reed said that system would be streamlined even further in the near future.

Linda has had curriculum order delays and is trying to get it all out by Friday. Orders trail in late because packets are late. Once the request leaves FPCS it spends a long time in purchasing at the ASD level. Reed mentioned blanket purchase orders being put in effect for the future to help with this problem. Reed also mentioned incentives to get parents do their ILPs earlier for next year. He suggested promoting and advertising that a parent use left over funds for next year's curriculum and doing ILPs in June or July to get curriculum much sooner.

Reed discussed vendors that wanted to be paid but student packets not approved. There was a two fold problem in this area as some vendors have not filled out their packets.

Connie makes a point of calling and keeping track of this. Another problem is students overspending on a vendor for more than they had budgeted. The vendor wanting to be paid and the school spending too much over on this sort of situation. Families are going to need to become accountable as the school can not afford to continue to do this. John Schuler commented that the improvements made to the online system should catch this problem better.

Reed said that there 9 students on the wait list for next year. Three seniors have completed graduation requirements.

The drop box was discussed. Vickie Smith said one problem was that resource items do not have a bar code and then resource stuff that is just checked out in the book would be hard to track. It was discussed that some sort of box to drop library stuff would be made available someplace in the office during open hours. Another problem with a drop box from the outside is people pulling pranks and setting fires in drop boxes etc. as well as theft having been a problem.

The directory was mentioned and that it would be expensive to mail out to everyone.

Valerie Burgess suggested having it available to pass out at testing

The Alternative Education Fairs are January 13, 2005 at West High from 4-7 PM and on January 22, 2005 at the Dimond Center and Carr's Eagle River. FPCS will have a table with handouts and lottery applications.

Reed Whitmore said that he had been invited to several homes. One home used the Potter Online System which is similar to a religious private school but requires complete parent supervision. It was directed by a very responsible on top of it family. The curriculum is very academic. Math is math. So far the school hasn't been asked to pay for Potter Online but the school district did approve Brigham Young material.

Connie Bensler commented that Brigham Young has a wing in a University and is a separate entity where Potter Online is a correspondence School for profit.

It was commented that Potter Online has a two Minute prayer but you could choose not to pray but think silently. It was also mentioned that there is a prayer club at Dimond High. Religion can't be put upon a student but can be self selected by students. It was also commented that Frontier will cover Potter Online so why shouldn't FPCS unless absolutely told not to by the ASD.

Reed said he attended the Kids for Character production and it was a great program.

Cassandra asked about pictures and mentioned if anyone could obtain some that they would be good for the Alternative Education Fair.

John Schuler gave the financial report. (See attachment) The continuation of the lease at the preset residence by month was brought up as well as Aquarium building a new building and the possibility of FPCS renting a space from that building when it becomes available.

Leasing a new printer was discussed.

Carla Buys suggested a fund raiser. Reed mentioned that a spaghetti feed at Guido's with auctions generally go over well and would be a good social time for families to build community. Reed expressed his agreement with this idea and it could be a good thing to help support something like the service contract for the librarians. Carla Buys said she would look into the fund raising issue.

Nominating Committee Report: (see attachment)

Work Session: The limiting of elective spending was discussed. Connie Bensler commented that some schools such as IDEA have been restricted to 15% funding and that excessive spending on electives was being frowned on. If we don't restrict ourselves, we shall be restricted. It's not easy or simple but something has to be done.

It was commented on appearances of spending high amounts on electives and public opinion and could hurt the school overall shortly.

In the past ASD political climate, the spending on electives was fine but it's not fine anymore with schools such as IDEA being restricted to 15% and the bad press they received.

Carla Buys made a motion:

A 50% spending limit on electives as recommended by the Anchorage School District with an appeal process to be defined by the FPCS APC shall be put in place for the 05/06 school year.

Deb Fancher seconded the motion and the board voted unanimously in favor of the motion.

Cassandra said that we needed something in place to carry us through the rest of this year.

A motion was made;

For the remainder of the 04/05 the spending limit on electives shall be 75%.
The vote was 1 in favor of the motion and four against. The motion failed.

A motion was made;

For the remainder of the 04/05 the spending limit on electives shall be 55% with an appeal process available.
The vote was unanimous against this motion. The motion failed.

A motion was made;

For the remainder of the 04/05 the spending limit on electives shall be 60% with an appeal process available.

The vote was four in favor and one opposed. The motion passed.

Carla Buys made a motion to continue the meeting for 15 minutes and adjourn at 10:20 PM. The motion was seconded and approved unanimously.

The board adjourned into executive session at 10:05 PM to discuss personnel contracts, and principal evaluation.

Executive session adjourned at 10:30 PM back into regular session which adjourned at 10:31 PM.

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

January 11, 2005

The monthly business meeting of the Academic Policy Committee was called to order at 6:30 PM by Cassandra Posey, the APC Chair person.

Members Present: Aida Brown, Carla Buys, Deb Fancher, Annette Lopez, Cassandra Posey, Cliff Reagle, Mary Werner, Reed Whitmore.

Members Absent: Jennifer Gremmel and Laura Temple

Visitor's Present: Connie Bensler (ASD liaison), Valerie Burgess, Happy Chronister, Angie Pachniak, Chris Pachniak, John Schuler, Pat Shelton, and Vicki Smith.

Carla Buys made a motion to bring the Agenda forward for discussion. The motion was seconded and approved. There was no discussion on the Agenda. The Agenda was approved unanimously as written.

Cassandra Posey asked if the Minutes had been approved by e-mail. Annette Lopez replied that Deb Fancher, Carla Buys, Mary Werner and Cassandra Posey had approved Minutes by e-mail but one more approval was required. Cliff Reagle gave his approval of the Minutes which moved the Minutes to be approved.

Public and Charter Liaison Comments:

Connie Bensler (ASD liaison) reported that a new Charter school was opening in Anchorage. It is going to be called Eagle Academy.

Happy Chronister said she has seen the fruit of the required progress reports. Parents are being responsive and it causes them to remember what was in the ILPs, at this time of year. It was commented that on issues of curriculum not being received that the parent wasn't sure if they had even ordered it yet.

Principal Report: (see attachment) Reed Whitmore reported on the school fair that is to take place and that there were cups and pencils being made with the school logo and website to pass out. Reed commented that FPCS had accepted 3 new students transferring from Village Charter School but could not accept any more this year due to budgeting. The district's attrition money goes with the teachers therefore the district had no money for adding students to our school.

Reed talked about the district retirement for teachers not fitting our style of teaching and that he was working on this issue.

Reed stated that he would be gone from Feb 4th through to the 20th.

Reed discussed the progress reports and said that there were still issues to define. Reed said that next year's budget was being worked on so determine student allocations in advance. Reed also talked about the "Highly Qualified" requirements coming into effect by June 30, 2006.

Cliff Reagle asked about the attrition rate of students. Reed said that it was fewer than 20.

Financial Report: (see attachment) John Schuler discussed the reimbursement and requisition deadline needing to be set and asked if possibly it could be determined tonight.

Deb Fancher asked a question concerning teachers and their own kids 18 hours of sponsor teacher time. Can the 18 hours of required time be part of a class that the teacher/parent is teaching? She was told that the 18 hours had to be with another teacher.

John also discussed the proposed copier lease with Frontier Systems. Points in favor were that this company works with the rest of the school district. They charge the same in low and high months of usage by balancing. They have better customer service than Xerox, who has to be hunted down when something goes wrong. Frontier really services. Cliff asked if the machine we had now had any value and John said no as it is no longer in production.

Mary Werner asked if we were obligated to Xerox. John was not sure on this issue and said he would check.

A motion was made to make a contract with Frontier for a five year lease providing we can get out of current lease.

The motion was seconded and approved unanimously.

A motion was made to accept the deadline dates as written for reimbursements and requisitions.

The motion was seconded and approved unanimously.

Curriculum materials for next year were discussed. John and Reed are hoping to order materials before school is over and hoping to see courses A-approved early so that curriculum would be ready before school starts and be picked up early

The curriculum fair in April and the huge discount for materials bought early was discussed and the possibility of approving reimbursements for next years curriculum after ILP and A-approval as well. A-approved means administration approval of ILP.

Spending next year's money for curriculum was discussed but determined that more information was needed on that issue.

Report from 04/05 National Convention/Pat Shelton and Aida Brown:

Aida shared her impressions and experiences of the convention with the board. Pat presented a slide show on the conference and told the board that most workshops could be seen online at the following website;

http://www.uscharterschools.org/pub/usc_docs/c/conference.htm

Pat discussed Marketing and the basic guidelines as that was one workshop that had to be purchased.

It was commented that the National Charter School Conference was held every year in June.

Nominating Committee Report: (see attachment) Carla Buys gave the report and made the following motion;

That the APC approve the Questions for Candidates as amended.

The motion was seconded and approved unanimously.

Reed Whitmore asked about anyone being able to help at the school fairs. Happy Chronister said that she could help at the Dimond location. Cliff Reagle said he would go to his planner and ask her if he was available. Cassandra said she wanted to be there to check on what other school were providing in the district.

The two spending limit motions were then discussed extensively. It was determined to amend the motions to take the words "appeal" out.

A motion was made to change;

A 50% spending limit on electives as recommended by the Anchorage School District with an appeal process to be defined by the FPCS APC shall be put in place for the 05/06 school year.

To

A 50% spending limit on electives as recommended by the Anchorage School District shall be put in place for the 05/06 school year.

The motion was seconded and approved unanimously.

The next motion brought forward;

For the remainder of the 04/05 the spending limit on electives shall be 60% with an appeal process available.

Was amended to;

For the remainder of the 04/05 the spending limit on electives shall be 60%.

The motion was seconded with six approvals and Cliff Reagle opposing.

The Potter On-line system was discussed. It was determined that a committee would research the curriculum further. Reed Whitmore and Cliff Reagle volunteered to report on the Potter On-line system and get back to the board next month.

A motion was made to extend the meeting for 10 minutes to take care of executive session issues. The motion was seconded and approved unanimously.

The meeting was adjourned to executive session at 10 PM to discuss personnel contract and the principal evaluation.

Regular session reconvened at 10:20 PM and was adjourned at this time.

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

February 8, 2005

The monthly business meeting of the Academic Policy Committee was called to order at 6:30 PM by Cassandra Posey, the APC Chair person.

Members Present: Carla Buys, Deb Fancher, Annette Lopez, Cassandra Posey, Cliff Reagle (7:05 PM), Laura Temple (7:40 PM), Mary Werner

Members Absent: Aida Brown and Jennifer Gremmel.

Visitor's Present: Mary Anger (letter), Connie Bensler (ASD liaison) 8:25 PM, Happy Chronister, John Schuler, Pat Shelton, and Vicki Smith.

A motion was made to bring the Agenda forward for discussion. Carla seconded the motion and the motion was approved unanimously. Carla said she had a few recommended changes. She would like to see the meeting adjourned at 9:00 PM due to road conditions. It was discussed that the break should be removed and prioritize the agenda items. There were not many visitors that wished to speak so it was decided that the public comment period would be short. Principal and Potter On-line curriculum could be discussed together. Cassandra Posey stated that John Schuler was the sole reporter for the Financial and Principal report as the Principal would not be at the meeting as stated in the previous meeting. Carla suggested skipping the discussion on the educational fair as the report was written out and could be read and to skip the Nominating Committee report as it was also written and mailed out.

A motion was made to approve the amended agenda. The motion was seconded and approved unanimously.

Cassandra Posey stated that the January Minutes had been approved by e-mail.

Public Comment:

Vicki Smith said that she just wanted to say that she loves working at FPCS.

Cassandra Posey stated that Connie Bensler would be late as she had a meeting at Highland Tech Charter School. Their meeting is the second Tuesday of the month as is the FPCS meeting but theirs is only until 8 PM. Connie plans on attending the FPCS meeting after the Highland Tech meeting.

Carla Buys stated that she had all the bios ready to update for the on-line system except for Cliff Reagle. It was also commented that the staff portion needed to be updated.

Happy Chronister commented that it would be nice if our school had some way to get kids on our role now that are wanting in now instead of the wait list so that we don't lose them. Is there some way we could not fund them but give them resources? Could we use teachers that owe hours to help them out?

Deb Fancher expressed concern on the liability of library and resource material not being returned.

John Schuler expressed how to document credits and that money would be needed to fund the students.

Annette Lopez thought that if we could just get them in that most people would be responsible and return library and resource material just as much as an enrolled student would.

Carla Buys mentioned the graduation rate might drop if we accept too many struggling students.

Deb Fancher said that people feel a commitment with having a budget and accept the "We'll call and let you know when the lottery takes place."

Several risks were discussed and how to get these students teacher time without a budget, including paying from their next year budget strictly for teacher time. The problem being the student may not return. The teacher would need to take the student on without charge for that year of no funding. Legalities and liability as well as the lottery based rule requirement placed by the Anchorage School District were mentioned.

Happy said she would be willing to teach gratuitous in order to get a student enrolled.

Vickie was asked how many were presently on the lottery list and she responded that there were twenty-five.

Pat Shelton requested that the budget of secondary students be looked at. She said that she pays far more than the allotted budget for her student. She said she objects to having to pay far more towards the education than FPCS is. Pat said that FPCS was spending more than the 30 % on overhead costs, which is breaking the law. Student funding is at \$ 4,000.00 and our high school students are getting \$2,900. Pat said she wanted to see higher funding for High school students. The on-line system was bought in to for the reason of reducing overhead. Instead it has increased overhead and something is wrong and it needs to be looked into.

Principal and Financial Report; (see attachments) John Schuler stated that there had been suggestions of radio commercials for FPCS advertising. It is \$1,200 per month for slots during the best times. This issue was discussed and determined that it was too costly and not convincing of actual results for the money. The mailers were a good advertising method and should be considered repeating. Another idea was advertising at the movie theatre. Another idea was to poll people on how they learned of our school.

Mandatory e-mail for vendors, teachers and families was discussed. Cliff asked about people who do not have a computer, Carla Buys mentioned the computers in the library. However, this would not give the families an e-mail communication mode.

Happy said that of her families 105 have computers and 3 don't. It was mentioned that some people object to having a computer in the home.

John Schuler said that it would be possible to requisition next year's curriculum with this year's unspent funds. Reimbursements for curriculum purchased in SY 04/05 could be used in SY 05/06. John went over the reimbursement procedure for ordering goods over the Internet. ILP-Proposed change in hard copy submission requirement and requisitions. Last item on the Business Manager Report was that we could not get the contract regarding a copier with Frontier, as Xerox would sue due to their existing arrangement.

Details of these items are in the attachments available in the office APC meeting records with the Agenda and Minutes.

The following motion was brought forward for discussion and final vote;

A 50% spending limit on electives as recommended by the Anchorage School District shall be put in place for the 05/06 school year.
For the remainder of the 04/05 the spending limit on electives shall be 60%.

Annette Lopez made a recommendation that we make an amendment to read as follows;

A 50% spending limit on physical education, art and music shall be put in place for the 05/06 school year as recommended by the Anchorage School District.

The motion was discussed. A motion was made to vote on the amended motion, seconded and the results were 5 in favor of the amended motion and two parent seats in opposition.

The second motion was brought forward for discussion and final vote;

For the remainder of the 04/05 the spending limit on electives shall be 60%.

For the remainder of the 04/05 school year, the spending limit on physical education, art and music shall be 60%.

Annette Lopez made a recommendation that we make an amendment to read as follows;

For the remainder of the 04/05 school year, the spending limit on physical education, art and music shall be 60%.

The motion was discussed. A motion was made to vote on the amended motion, seconded and the results were 5 in favor of the amended motion and two parent seats in opposition.

The Potter On-line curriculum was discussed extensively. It was decided the Potter Online program is to follow the same guidelines as all curriculum, per administrator review with a grievance process available.

Cassandra asked Pat Shelton if she would be part of the budget committee. Pat asked if she would need to go to all meetings. Cassandra said that much discussion could be done by e-mail. Pat Shelton said she would.

The regular business meeting was adjourned to executive session at 9:00 PM to discuss the surveys.

The executive session was adjourned back to regular session at 9:25 PM at which time the meeting came to an end.

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

March 8, 2005

The monthly business meeting of the Academic Policy Committee was called to order at 6:30 PM by Cassandra Posey, the APC Chair person.

Members Present: Carla Buys, Deb Fancher (by phone conference), Annette Lopez, Cassandra Posey, Mary Werner and Reed Whitmore.

Members Absent: Aida Brown, Cliff Reagle and Laura Temple

Visitor's Present: Connie Bensler (ASD liaison), Valerie Burgess, Happy Chronister, and Vicki Smith.

A motion was made to bring the Agenda forward for discussion. The motion was seconded and approved. Carla asked if we could skip the break. Cassandra asked that we move the motions up on the list to take care of while we had Deb Fancher on the phone as part of the meeting. Cassandra also mentioned that Reed would be looking for a date to have ILPs approved for next year. The Agenda was brought forward to be approved with suggested changes and the motion was seconded. The changed Agenda was approved unanimously.

Public Comment/ Charter Liaison Comment: Happy Chronister mentioned that there would be an informational meeting for people wanting to attend the King Career Center on Wednesday. It would be beneficial to parents wanting to know how to use the program and access it online and how to get involved in the program. High school kids not passing the High School Graduation Qualifying Exam can see categories where they are struggling and will know where to put their energies into. Happy also mentioned a Plato program that can tie into certain remedial activities. Reed commented he would like to look closer into the Plato program and see if it was something FPCS could use.

Reed commented on the test prep books available and Happy said that they were very useful. Cassandra commented that she was admiring the Plato program and would like to see it available. Carla Buys said that in her experience, Plato was not very effective. Cassandra said that it finds the missing link and where you missed a piece whether grade 6, 8 or wherever. Carla asked how many people it would benefit. Reed said that it would quell a lot of people's fears. It focuses on what a student needs to know. It is more rote than not rote so if you don't learn in that manner it would not work for you. Many people with IEPs can use it when just getting off the IEP to catch up. Carla Buys asked if anyone from our school went to the Special Ed conference. Reed replied that our Special Ed liaison, Deborah Smith did attend.

Happy Chronister asked how we could help those students who are in their senior year and who have not yet passed a particular section of the High School Graduation Qualifying Exams. Happy mentioned that Plato would be especially useful for students

who have exhausted other options (tutoring, Stec. Vaughn Prep, etc.). It would be nice to have guidance for teachers and parents to help the kids in this area. It was commented that Plato targets those sorts of things. Vicki Smith commented that she's had calls on Plato but no one in charge has been willing to commit to the program requirements. Someone has to be trained in grading etc. Happy Chronister said she would go on behalf of our school. It was also commented that logistically computers were an issue as well and Vicki said that there were lots of technical problems.

Connie Bensler (ASD liaison) reported that there was nothing new or earth shaking happening. The Facility meeting was an eye opener. Aquarian didn't realize the difference in opinions amongst Charter schools. A Charter school center did not go over well at all. Charters like to avoid big centers and don't want to be in the same buildings. Connie said she has been corresponding with Carol on work sessions with board members and see what the District School board could do with the Caucus. One reason Charters close is lack of money and having to pay for our own buildings out of student funds is a big issue. Our current school board needs to step up to the plate and do something on the Charter building issue. Small group classes FPCS students take with IDEA students was discussed and also the highly qualified teacher requirements coming up were mentioned.

Motions: The two spending limit motions were brought forward for final vote.

A 50% spending limit on physical education, art, and music shall be put in place for the 05/06 school year as recommended by the Anchorage School District.

The motion was approved unanimously.

For the remainder of the 04/05 school year, the spending limit on physical education, art and music shall be 60%.

The motion was approved unanimously.

Principal Report: (see attachment) Reed Whitmore gave the principal report. Happy Chronister, Pat Shelton, Annette Lopez and Reed Whitmore would be representing the school at the State Charter School conference in Fairbanks. Reed discussed calendar date change being sent out by the district and that he expected most families to like the proposed change to break at Christmas and get done school sooner.

Reed discussed the dates needed to require parents to be done ILPs should be early in September due to the fact that if they change schools, the money should go with the child. Also, it forces parents to be responsible and consider if they really want to home school as the High schools will not accept a student mid semester and give credit. It will put more pressure on staff and sponsor teachers at the beginning of year but it is in the best interest of students. He also commented on the school being open in July to accomplish this goal.

Ordering curriculum early was discussed in conjunction with getting ILPs done sooner and having the curriculum in September for families.

Reed questioned how a sponsor teacher could know and fairly evaluate their student if they only have a couple of hours of contact a year and said that sponsor teacher roles needed to be more defined.

Annette Lopez commented that the budget money was needed for actual teaching time such as biology lab and math tutoring.

Valerie Burgess suggested that In-service days have half day training for teachers and half day for parents.

Reed commented that vendors would no longer be paid for missed lessons and that the family would be responsible for them.

Reed commented that a couple of families had ordered computers that these requests had been rejected due to the time of year. The logic behind this action was that they would not get the computer until summer and possibly not return to the school the following year.

Several board members expressed displeasure over this as many people find at this time of year that they do have extra funds not needed for extra math classes and are planning for the next year. Computers are necessary in our program and in education in general and a time limit has never been placed on ordering them other than the spending limit deadline. Happy Chronister also mentioned that with the spending limitation on electives that some parents who were budgeting more for electives found they had enough for a computer.

Surveys were discussed and it was decided to send them out as is directly and that they be returned by March 31.

It was also commented that progress reports were due the end of March.

Radio advertising was mentioned and it was commented that the consensus from the previous meeting was to not do radio announcements but to put out mailers again.

Fundraisers were mentioned and a re enrollment evening.

Happy Chronister mentioned a pottery class that FPCS students had participated in and that the bowls were put up for auction for donations to Bean's Café.

The copier was discussed and the fact that a lease with Frontier vs. our current copier situation would still cost the school less even with penalties from Xerox.

Carla Buys left at 9:50 PM.

The meeting was adjourned at 9:55 PM

Minutes taken and prepared by Annette Lopez

Minutes of the Academic Policy Committee

Family Partnership Charter School

Monthly Business Meeting

April 12, 2005

The monthly business meeting of the Academic Policy Committee was called to order at 6:42 PM by Cassandra Posey, the APC Chair person.

Members Present: Aida Brown (arrived 9:10 PM), Carla Buys, Deb Fancher , Annette Lopez, Cassandra Posey, Cliff Reagle(left 9:10 PM), Laura Temple (arrived 7:22 PM), Mary Werner and Reed Whitmore.

Visitor's Present: Connie Bensler (ASD liaison), Happy Chronister, Vickie Musgrave, John Shuler and Vicki Smith.

A motion was made to bring the Agenda forward for discussion. The motion was approved. The agenda was discussed and suggested that some issues be put under a work session. Some issues were the end of year get together and student accounts for 05/06. These issues were said to be covered in the principal report. The agenda was brought forward for approval. The motion was seconded and the agenda was approved unanimously.

Approval of the March Minutes was discussed and Deb Fancher's reluctance to approve the Minutes as she was only involved in a portion of the meeting by phone and it would be tough to speak on something not in on. Deb said she would approve the Minutes occurring during the motion on spending limitations which she participated in by phone. The March regular business meeting Minutes were approved by Annette Lopez, Carla Buys, Cassandra Posey and Mary Werner by e-mail before adding Deb's approval during the meeting.

Public Comment/ Charter Liaison Comment: Connie Bensler (Charter School Liaison) said she didn't have anything to say at that time. Happy Chronister cited a quote "To treat all students the same is to treat them unequally." Our school really customizes a plan for each student and she said she wanted to express her appreciation of that.

Principal and Financial Report: (see attachments) Reed Whitmore gave the principal report.

Reed started the report with discussion on the student funding for 05/06 school year. A workshop ensued to come to a conclusion on what FPCS could do for the students concerning the 05/06 student budget. Many issues were extensively discussed including how much more it costs for high school students to be educated, the need to retain our elementary students, trends of family funding borrowing from younger students to aid in high school student education etc. Reed Whitmore and John Shuler both expressed their pleasure in the fact that there was less of a deficit than thought from last year's funding. John Shuler had made a program available to the board to experiment with different numbers at

different student levels. The board used a laptop with the program available during the meeting to aid in this discussion.

A motion was brought forward;

The student funding for the 05/06 school year should be set as follows;

\$3,300.00 for grades 9-12

\$2,200.00 for grades 6-8

\$1,800.00 for grades K-5

The motion was seconded. Laura said she would like more discussion on the issue. More discussion ensued. Deb Fancher made a motion to call the question. Laura said she had more questions that needed clarifying. Annette Lopez said that we had discussed many of the same questions she was asking already at same board meeting and these questions were simply a repeat for the rest of the people present at the meeting and that the agenda should move on. Cassandra said that Laura could abstain from voting if she was not comfortable with the amount of information she had.

The question was called once again.

The motion was voted on with all members present (6) in favor of the student allocations except Laura Temple who abstained from voting.

Reed Whitmore then discussed the issue of laptop computers. He mentioned that they get broken, cost more, wear out etc. Deb Fancher said that Academy Charter School (a Mat Su Charter School) has parents sign a drop or break agreement with a \$50.cash fee out of parent pocket for the agreement that they will pay for repairs if dropped etc.

Cliff Reagle asked about the policy of buying back computers. John Shuler explained that the procedure was not approved by the school district and that we must follow school district surplus procedure.

The maintenance and upkeep as well as the huge amount of a student's budget that is used for the laptop as compared to a regular computer were discussed.

Apple and Dells and computer service with district was discussed as well as leasing and that another charter school had tried leasing and was having problems with it. The laptop issue was tabled for further research.

Testing was discussed. It was mentioned that it was helpful in the previous year when sponsor teachers were requested to call all their students concerning testing. It was commented that there was no way we could make AYP due to not enough student participation. Ways to encourage students to participate was discussed and ways to make testing better next year was discussed.

Identification of Juniors and Seniors who haven't passed the test and networking with a sponsor teacher to get them to be confident to test was discussed and how to make this information easy for teachers to access and see on-line.

Lack of participation in progress reports was commented on.

Unveiling the new web site for FPCS is planned for June 1st.
Principal approval for all ASD classes prior to student sign in and contracts was discussed. Computer issues with the on-line program were mentioned.

Reed commented that FPCS would be open on the scheduled In-service day for the date of April 15th. He mentioned that some employees would not be available on In-service days due to trainings offered on these days that needed to be taken advantage of. Laura temple also commented on updating the answering service on days and times of closure.

Nominating Committee was asked on progress of recruiting board members. Two people had volunteered to run for seats at the board election but a student was still needed for the student seat.

Vicki gave the FPCS surveys to Cassandra.

The meeting was adjourned to executive session at 9:35 PM to discuss personnel issues.

The meeting was reconvened to regular session at 10:30 PM and the meeting was adjourned at 10:30 PM.

Minutes taken and prepared by Annette Lopez

Academic Policy Committee
Agenda
May 10, 2005
8:45 PM until 10:00 PM
Denali Elementary School
148 E. 9th Ave.

End of the Year Celebration 6:30 til 8:30 PM

- I. Call To Order 8:45 PM
- II. Approve Agenda
- III. Approve Minutes
- IV. Public Comment / Charter Liaison
- V. Principal Report - end of the year report
- VI. Financial Report
- VII. Business Committee 90 Day Reimbursement Policy
- VIII. Work Session: FPCS Policies Review Handbook/ Approved Purchase list
- XI. Adjournment 10:00 PM

Minutes of the Academic Policy Committee

Family Partnership Charter School

Special Business Meeting

May 17, 2005

The special business meeting of the Academic Policy Committee was called to order at 6:15 PM by Cassandra Posey, the APC Chair person.

Members Present: Aida Brown, Annette Lopez(left 7:15 PM), Cassandra Posey, Laura Temple, and Reed Whitmore.

The meeting went into executive session to discuss the principal personnel review. It was a closed meeting to the public. It was open to APC members and the principal. This is the normal procedure. The APC opens the session in a public setting and immediately goes into closed session.

During executive session, no policies are passed or voted on.

This meeting was reconvened to regular session and adjourned at ~~(I need help with this time as I had to leave early)~~

Minutes taken and prepared by Annette Lopez

Family Partnership Charter School

Description of Charter School Activities

Activities for 2004-2005 School Year

July

1. Newsletter
2. Parent enrollment reviews conducted
3. End of year Check Out is complete
4. APC evaluation of administrator completed
5. Wrote memo to ASD administration, completed budget transfers
6. Worked with business manager revising 2005/2006 budget to reflect loss of positions
7. Reenrollment due date of July 31 sent out July 5th
8. New principal hired

August

1. Newsletter
2. New student enrollment begins
3. Reenrollment deadline is August 15th
4. Review of business practices sent to the FPCS population via newsletter
5. Kindergarten parents called to schedule an appointment of the kindergarten profile
6. Joanna Grumblis hired to perform kindergarten profiles

September

1. Newsletter
2. School Action Plan completion
3. Monthly Senior Graduation meeting
4. Developmental Profile continued
5. FPCS Kick Off Event
6. School ID's
7. Kindergarten profiles (first week of school)
8. Juniors and seniors contacted by phone who still need to pass the HSGQE
9. Deadline fore approval of ILP's in student packets (September 15, 2004)
10. Teacher Enrollment Services
11. Advertising Mailer sent out to 17,000 families
12. Senior High graduation time and place confirmed

October

1. Newsletter
2. APC formed adhoc policy review committee
3. Communications committee formed
4. Student accounts stratified and amounts set

5. Graduation date set form June 1, 2005
6. Special Education file review (52 IEP's on file)
7. Monthly Senior Graduation meeting
8. HSGQE for High School (October 5, 6, 7, 2004)
9. Ice Skating Social – whole school event

November

1. Newsletter
2. Teacher Inservice Training
3. CUM folders and transcripts reviewed by registrar
4. Families with delinquent were called to make appointments for ILP approval
5. New Financial Data Control Clerk hired, Ann Kanack

December

1. Newsletter
2. Business office focuses on vendor relations.
3. Approval of prior year encumbrances completed
4. Lottery December 2, 2004

January

1. Newsletter
2. Spending deadline set for April 4, 2005
3. School survey was mailed out
4. Reed and APC board members attended the Charter School Conference in Fairbanks

February

1. Newsletter
2. Inventoried all tests that Assessment and Evaluation sent
3. The site for Benchmarks and Terra Nova Cat tests scheduled for Jewel Lake Church of Nazarene and Muldoon Community Assembly
4. The HSGQE will be at Muldoon Community Assembly and Northeast Community Center
5. February Terra Nova Cat
6. Battle of the Books
7. Senior credit checks/ graduation letter sent out
8. APC school survey sent out
9. PTSO supported Skating Social at Dimond Center

March

1. Newsletter
2. Testing report submitted to ASD Department of Assessment and Evaluation

3. FPCS calendar for the rest of the year submitted to APC
4. Intent to reenroll letter sent out

April

1. Newsletter
2. Chargebacks for 2nd semester confirmed
3. Magnet Calendars created and ordered
4. APC election guide mailed out
5. Teacher observations
6. Teacher inservice training
7. IDEA Curriculum Fair-attended by FPCS staff

May

1. Newsletter
2. Lottery May 2, 2005
3. PTSO-Parent curriculum and strategies training
4. APC election
5. End of year event-Denali elementary
6. School Report Card
7. Teacher observations continued
8. Certificated staff evaluation
9. Classified staff evaluation
10. Policy Review

June

1. High School Graduation June 1, 2005
2. Business Office yearend closeout
3. Cumulative records inventoried, moved to next year and sent to new school
4. School yearend closeout with District

Lease:

We are in current negotiations for our current space. Our lease agreement ends June 30.

The price is reasonable but we are looking at other spaces available as well. If we sign

the lease at the current location it will be for duration of two years.

RML

Resolution Management, LLC

November 26, 2001

Family Partnership School
3337 Fairbanks Street
Anchorage, AK 99503

To Tim Scott
Principal

AGREEMENT TO LEASE

Dear Mr. Scott,

Pursuant to your negotiations with Romina Bentz, Resolution Management LLC (hereinafter referred to as RML), as managing agent for, A.S. Farm Limited Partnership and the Estate of Edwin Farm, herewith proposes the following lease terms for space in the Alyeska Mall.

LESSOR: A.S. Farm Limited Partnership and the Estate of Edwin Farm.

LESSEE: Anchorage School District – Family Partnership School

SPACE: 3339 –3341 Fairbanks Street
Anchorage, AK 99503
A.K.A. Alyeska Mall

AREA: As per Exhibit, 'A'
AREA 'A' Existing lease space pursuant to Lease dated 6/9/1999
Ste 3339 consisting of approximately 1,471 square feet of floor area.
Ste 3339B consisting of approximately 861 square feet of floor area.
Total Area 'A' = 2,332 sq ft.

AREA 'B' New lease space area
Ste 3339A consisting of approximately 766 square feet of floor area.
Ste 3341 consisting of approximately 1,400 square feet of floor area.
Total Area 'B' = 2,166 sq ft

Total Area 'A' AND 'B' Square Footage 4,498 square feet of floor area

TERM: Recognize that Area 'A' lease term is subject to that certain Lease dated June 9, 1999, with an expiration date of May 31, 2002. Said lease dated June 9, 1999 shall be Amended by Lease Amendment (Attached as Exhibit 'B') as follows:

- Existing lease shall be extended for a period of one month and 3 years. Amended expiration date shall be **June 30, 2005** so as to coincide with Anchorage School District Fiscal Year termination date.

2. Add an additional 2,166 (Area 'B' as per Exhibit 'A'). Area 'B' shall commence upon Lessee's acceptance and possession of Lessor's improvements in writing but no later than **January 15, 2002** and shall terminate on **June 30, 2005**. Such acceptance shall not be unreasonably withheld. Lessor and Lessee shall execute a Lease Commencement Agreement attached as Exhibit 'D' within seven (7) days of acceptance of Area B in the event acceptance and possession of Area B is other than January 15, 2002.

3. RENT:

Area 'A'

Lessee shall continue to pay **Three Thousand One Hundred Twenty Five and 55/100 Dollars (\$3,125.55)** per month until May 31, 2002 as per existing lease.

Area 'B'

For the term of January 15, 2002 through May 31, 2002 Lessee will pay to the Lessor a minimum monthly rental of **Three Thousand One Hundred Nineteen and 04/100 Dollars (\$3,119.04)** for Area B. (2,166 sf @ \$1.44 psf). The rent for January 15, 2002 through January 31, 2002 shall be prorated in the amount of **One Thousand Seven Hundred, Forty-Three AND 24/100 Dollars (\$1,743.24)** for Area B. (2,166sf @ \$1.44 psf = \$3,119.04 pm x 12 months, divided by 365 days = \$102.543 per day x 17 days)

Area A & B

The monthly rental for both Area 'A' and Area 'B' for the term June 1, 2002 through June 30, 2003 shall be **Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12)** (4,498sf @ \$1.44 psf).

From July 1, 2003 until June 30, 2004, the monthly rental for both Area 'A' and Area 'B' shall be **Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12)** (4,498sf @ \$1.44 psf) plus the annual increase in the Consumer Price Index (CPI-U). The increase will be based on the CPI index for All Urban Consumers for Anchorage for the first half of 2002, January through June as the base.

From July 1, 2004 until June 30, 2005 the monthly rental shall be the monthly rental for the prior year plus the increase in the (Consumer Price Index) CPI-U. The increase will be based on the CPI index for All Urban Consumers for Anchorage for first half of 2003, January through June as the base.

SECURITY

DEPOSIT: None

OPTION TO

RENEW: Two (2), one (1) year terms on rent, terms and conditions to be negotiated.

GENERAL

TAX: Should the State of Alaska impose any general excise tax in the future, Lessee will pay with each payment of minimum rent or other charge an amount when added to said rent or other charge shall yield to Lessor, after deduction of all

such taxes payable by Lessor, a net amount equal to that which Lessor would have realized had no taxes been imposed.

SIGNS: Signs will be kept uniform as far as their size, location and design. Lessee will submit to Lessor, plans prepared by a sign company or designer for Lessor's approval. Lessee shall be responsible for all charges for said signs to include labor, materials, and any permit fees and will comply with all governmental agencies' requirements. Lessor agrees to allow Lessee signage, subject to obtaining Lessor's consent as to the design and size.

UTILITIES: Lessor shall furnish the premises with electricity for normal lighting as well as heat, sewer, refuse, exterior window cleaning and snow removal. Lessee shall be responsible for the following utilities: Gas and Water.

USE OF THE PREMISES: Lessee will use the demised premises as a **Business Office, Library and Classroom** and for no other purpose

JANITORIAL: Lessor shall be responsible for janitorial service of its demised premises.

IMPROVEMENTS: Lessor to provide the following improvements to Area 'B' as per attached Architectural plans Exhibit "C" except for the costs to be paid and contributed to by Lessee as listed in the paragraph below.

Lessee agrees to contribute the following amounts towards the Tenant improvements for Area 'B'. This amount shall be paid to Lessor no later than January 15, 2002.

| | |
|--------------------------|-----------------|
| 1. New office build outs | \$7,880 |
| 2. Additional electrical | <u>\$7,200</u> |
| Total | \$15,080 |

SPECIAL CONDITIONS:

1. All improvements, fixtures, etc. except trade fixtures that are installed by Lessee during Lessee's tenancy shall remain in the leased space and become the property of the Lessor upon expiration of the lease, or any extension thereof, unless Lessor provides written notice to Lessee within 90 days of the expiration of the lease term that such improvements, fixtures, etc. are to be removed by Lessee at the end of the Lease term.
2. Lessee has inspected the premises and has had an opportunity to determine the condition of the premises and agrees to accept the condition of the premises in an "As Is" condition, subject only to the improvements to be made by Lessor.

FINANCIAL CONDITION: This offer is subject to review and approval of Lessee's updated financial condition. Lessee shall provide detailed and complete financial statements to Lessor within 5 days of the date of Lessee's execution hereof. Lessee shall also authorize the ordering of a credit check of Lessee. If Lessor does not reject Lessee on the basis of Lessee's financial condition or credit report within 10 days of receipt of such financial statements and credit report, then Lessee's financial

condition shall be deemed satisfactory and this offer shall be in full force and effect. If Lessor rejects Lessee on the basis of Lessee's financial condition and/or credit report, then this offer shall be deemed void and neither Lessor nor Lessee shall have any rights against the other with respect thereto.

PERSONAL
GUARANTY: None
AMENDMENT
OF LEASE

FORM: The modifications set forth in this Agreement shall be placed on Lessor's standard Amendment of lease form (a copy of which is attached as Exhibit "B" and by reference made an integral part of this agreement), which shall be modified as follows:

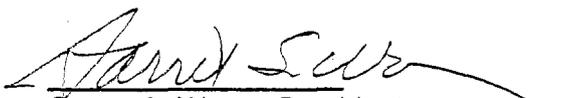
1. To the extent that there is a conflict in terms between this letter agreement and the standard form of Amendment of lease, this letter agreement will control.
2. The Amendment of Lease shall not be recorded. If recording is required, it shall be done on a short form Amendment of lease as prepared by Lessor at Lessee's expense. Lessee shall pay any recording or taxes associated with recording of the short form Amendment of lease.

TIME IS OF THE
ESSENCE: It is understood that time is of the essence of this Agreement.

OFFER: This offer shall expire unless otherwise accepted no later than Friday, November 30, 2001 at 5:00 P.M.

If the above terms and conditions are agreeable, please sign in the space provided below and return this letter to our office no later than the state deadline. The enclosed copy is for your files. Upon receipt of your acceptance, we will draft your lease agreement. Thank you for your interest.

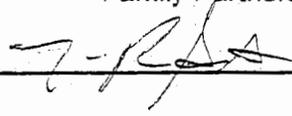
Sincerely,


Garret S. Wong, President
Resolution Management LLC
Managing Agent for Alyeska Plaza Mall

12/7/2001
Date

I/WE HEREBY ACCEPT, APPROVE AND ACKNOWLEDGE THE ABOVE TERMS AND CONDITIONS:

LESSEE: Anchorage School District,
Family Partnership School

By  _____

12-7-01
Date

Attachments:

- Exhibit "A" Floor plan
- Exhibit "B" Lease Extension Addendum to Lease dated 6/9/1999
- Exhibit "C" Architectural Plans for new lease space (Area 'B')
- Exhibit "D" Lease Commencement Agreement

II. Service Specifications

Family Partnership Charter School.

Office and Common Area

Nightly Services (2 days per week)

1. Empty wastebaskets and replace liners as needed.
2. Spot clean table, desk, cabinet and counter tops.
3. Vacuum carpeted floors.
4. Sweep and mop tile floors.
5. Clean sinks in kitchenette, coffee areas.
6. Dust table, desk, cabinet and counter tops.
7. Clean entrance door glass.

Restrooms

Nightly Services (2 Days per week)

1. Clean fixtures and chrome fittings.
2. Clean mirrors and counter tops.
3. Clean and refill all dispensers.
4. Sanitize toilets, urinals and sinks.
5. Sweep and mop floors.
6. Wipe clean entrance doors.

Non-Routine Cleaning

Semi- Annually Service (December & June)

1. Strip and wax vinyl tile floors.
2. Shampoo Carpets.

SECOND AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE made and executed this 7th day of December, 2001 by and between **Resolution Management LLC as Management Agent for A.S. Farm Limited Partnership and the Estate of Edwin Farm as successor of Alexander Farm and Edwin Farm**, whose place of business and post office address is 405 West 27th Avenue, Anchorage, Alaska 99503, hereinafter called "Lessor", and **Anchorage School District, Family Partnership School**, whose post office address is _____, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, by that certain Indenture of Lease described hereinbelow, Lessor did convey the following leasehold interest to Lessee:

ALL of the right, title, and interest in and to that certain Indenture of Lease dated **June 9, 1999**, made and executed by and between **Suburban Land Sales Corp., as Management Agent of Alexander Farm and Edwin Farm**, as Lessor, and **Anchorage School District, Family Partnership School**, as Lessee, and as amended dated June 21, 2000, the real property by said Indenture of Lease demise being more particularly described as follows:

ALL of that certain office space designated as Suite No. **3339 and 3339B** containing a floor area of approximately **2,332.5** square feet, more or less, within the **Ayleska Mall Building**, situated at **33rd Avenue and Fairbanks Street, Anchorage, Alaska 99503**, and

Together with such appurtenant rights, easements and privileges to be enjoyed in common with all others entitled thereto in connection with the use and enjoyment of the above demised premises.

NOW THEREFORE, in consideration of the premises, Lessor and Lessee have mutually agreed to amend said Lease as hereinafter set forth:

- To amend **Exhibit "A" Description of Premises** to read as follows:
 "The lease premises (the "Premises") consists of all of that certain space designated as Suite 3339 consisting of approximately 1,471 square feet of floor area and Suite 3339B consisting of approximately 861 square feet of floor area for a total Area 'A' = 2,332 square feet, more or less. Commencing upon Lessee's acceptance and possession of Lessor's improvements in writing but no later than January 15, 2002, the lease premises shall be increased by adding Suite 3339A consisting of approximately 766 square feet of floor area and Suite 3341 consisting of approximately 1,400 square feet of floor area for a total Area "B" = 2,166 square feet, more or less. Total Area 'A' and 'B' square footage is approximately 4,498 square feet of floor area, more or less, and as more particularly described in the plot plan as outlined in red and attached and made a part hereof as Exhibit "A" within the Aiyeska Mall Building, situated at 33rd Avenue and Fairbanks Street, Anchorage, Alaska 99503."

EXHIBIT _____
Page _____ of _____

~~and 12/100 Dollars (\$6,477.12) for the term of the Lease with the execution of this Amendment. Additional Security Deposit amount shall be payable by certified check or money order and shall be a separate check from the First Months Rent check. The security deposit shall be increased from time to time to reflect changes in the monthly lease rate due to CPI increases.~~

AW
12/12/2001
12/29/01

5. To add a new Section to read **OPTION TO RENEW**: "While not in default of any of the terms of the lease, two (2), one (1) year terms on rent, terms and conditions to be negotiated. Lessee shall give ninety (90) days written notice to Lessor of its exercise of its option to renew. Lessor to base renewal rent on fair market value of the space within sixty (60) days of receipt of written notice of exercise of option to renew from Lessee."

6. To add a new Section to read **IMPROVEMENTS**: "Lessor to provide the following improvements to Area 'B' as per attached Architectural plans Exhibit "C" except for the costs to be paid and contributed to by Lessee as set forth herein. Lessee agrees to contribute the following amounts towards the Tenant Improvements for Area 'B'. This amount shall be paid to Lessor no later than January 15, 2002.

| | |
|---------------------------------------|-----------------|
| a. New office build outs | \$7,880 |
| b. Additional electrical/data cabling | <u>\$7,200</u> |
| Total | \$15,080 |

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between Lessor and Lessee that this Amendment of Lease shall be effective as of the date hereof, and that all of the terms, covenants, provisions, and conditions of said Lease, as heretofore and herein amended, shall remain in full force and effect for the full term thereof and said Lease as heretofore and herein amended is ratified and confirmed as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Lessor **A.S. Farm Limited Partnership
and the Estate of Edwin Farm
(Successor of Alexander Farm and Edwin Farm)**

By *Garret Wong*
Garret Wong, President
Resolution Management LLC
Management Agent for Ship Creek Center

Date 12-7-2001

Lessee **Anchorage School District,
Family Partnership School**

By *[Signature]*
It's Principal

Date 12-7-2001

EXHIBIT _____
Page _____ of _____

2. To amend Section 3 Term by extending the termination of the lease from May 31, 2002 for a period of one month and 3 years to expire on June 30, 2005 so as to coincide with Anchorage School District Fiscal Year termination date. If Lessee has accepted and taken possession of Area B on a date other than January 15, 2002, Lessor and Lessee shall execute a Lease Commencement Agreement attached as Exhibit 'B' within seven (7) days of acceptance of Area B setting forth the commencement date of possession of Area B.

3. To amend Section 6. Rent as follows:

"Lessee covenants and agrees to pay Lessor as rental for said premises a minimum monthly rental of Three One Hundred Twenty Five and 55/100 Dollars (\$3,125.55) per month until May 31, 2002 for Area A.

For the term of January 15, 2002 through May 31, 2002 Lessee will pay to the Lessor minimum monthly rental of Three Thousand One Hundred Nineteen and 04/100 Dollars (\$3,119.04) for Area B (2,166sf @ \$1.44 psf). The rent for January 15, 2002 through January 31, 2002 shall be prorated in the amount of One Thousand Seven Hundred, Forty-Three and 24/100 Dollars (\$1,743.24) for Area B. (2,166sf @ \$1.44 psf = \$3,119.04 pm x 12 months, divided by 365 days = \$102.543 per day x 17 days)

The monthly rental for both Area 'A' and Area 'B' for the term June 1, 2002 through June 30, 2003 shall be Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12) (4,498sf @ \$1.44 psf).

From July 1, 2003 until June 30, 2004, the monthly rental for both Area 'A' and Area 'B' shall be Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12) (4,498sf @ \$1.44 psf) plus the annual increase in the Consumer Price Index (CPI-U). The increase will be based on the CPI index for All Urban Consumers for Anchorage for the first half of 2002, January through June as the base.

From July 1, 2004 until June 30, 2005 the monthly rental shall be the monthly rental for the prior year plus the increase in the (Consumer Price Index) CPI-U. The increase will be based on the CPI index for All Urban Consumers for Anchorage for first half of 2003, January through June as the base.

CPI shall mean the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor and Statistics (BLS), U.S. Department of Labor, Anchorage, Alaska Region - 1982-84 = 100 or any other renamed local index covering the Anchorage Metropolitan Area. If the BLS changes the publication frequency of the CPI so that a CPI is not available to make a cost of living adjustment of rent as specified herein, the cost of living adjustment shall be adjusted on the percentage difference between the CPI for the closest preceding month for which a CPI is available and the CPI for the Base Month as defined in this Lease. If the BLS changes the base reference period for the CPI from 1982-84 = 100, the cost of living adjustment shall be determined with the use of such conversion formula or table as may be published by the BLS. If the BLS otherwise substantially revises or ceases publication of the CPI, then a substitute index for determining cost of living adjustments issued by the BLS or by a reliable governmental or other non-partisan publication, shall be reasonably designated by Lessor."

4. ~~To amend Section 9. SECURITY DEPOSIT by adding the following language to the end of the paragraph:~~

~~"Lessee shall pay to Lessor additional funds to bring existing security deposit (non-interest bearing to Lessee) amount up to equal Six Thousand Four Hundred, Seventy-Seven~~

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 7 day of December, 2001,
before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned
and sworn, personally appeared Garet S. Wong, to me known to be
the person described in and who executed the above and foregoing instrument, and
acknowledged to be that he/she signed the same freely and voluntarily for the uses and
purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above
written.



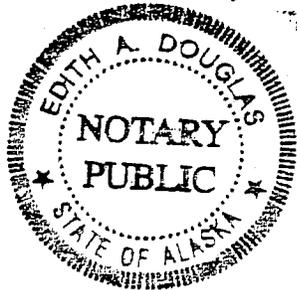
Notary Public, Third Judicial District
State of Alaska
My commission expires 7/31/05

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 12th day of December, 2001,
before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned
and sworn, personally appeared Timothy R. Scott, to me known to be
the person described in and who executed the above and foregoing instrument, and
acknowledged to be that he/she signed the same freely and voluntarily for the uses and
purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above
written.

Edith A. Douglas



Notary Public, Third Judicial District
State of Alaska
My commission expires 3/27/2002

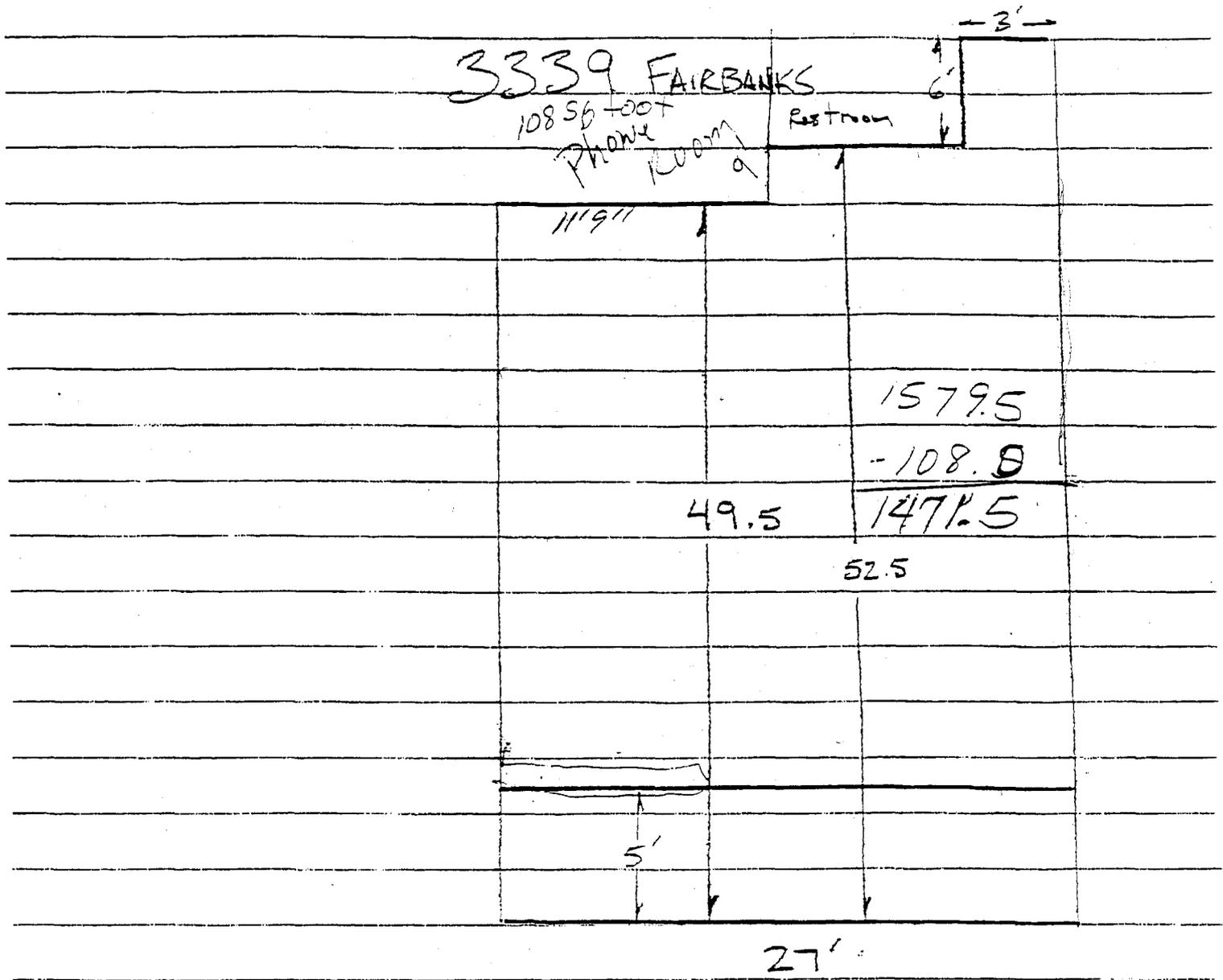
EXHIBIT _____
Page _____ of _____

EXHIBIT "A"

DESCRIPTION OF PREMISES

The lease premises (the "premises") consists of the floor area known as Alveska Mall described as follows:

3339 Fairbanks Street: 1,471.5 square feet, more or less, as depicted in drawing attached and labeled Exhibit "B".



Lessee is leasing all of 3339 Fairbanks except the phone room. Phone room is to be blocked off from this space.

EXHIBIT "C"

LEASE AGREEMENT

THIS LEASE, made in Anchorage, Alaska, this 9th day of June, 1999 between Suburban Land Sales Corp., as Agent of Alexander Farm and Edwin Farm, whose place of business and mailing address is 405 West 27th Avenue, Anchorage, Alaska 99503, herein referred to as "Lessor", and Anchorage School District, Family Partnership School, hereinafter referred to as "Lessee".

WITNESSETH:

- 1. **Description of Premises.** Lessor hereby leases to Lessee and Lessee leases from Lessor on the rent, terms, covenants and conditions as set forth herein, those premises described in Exhibit "A", attached hereto and by this reference incorporated herein (hereinafter referred to as the "Premises").
- 2. **Business Purpose.** The Premises are to be used for the purpose of a business office, library, classroom and for no other business or purpose, without the written consent of Lessor.
- 3. **Term.** The term of this lease shall be for Three (3) years(s), and shall commence upon Lessee's acceptance of Lessor's improvements in writing but no later than July 1, 1999, and end on May 31, 2002 inclusive. ~~Lessee shall have the right to occupy the space commencing _____, 1999, however rent shall commence on _____, 1999.~~ No financial obligation on the part of Lessee beyond a current fiscal year shall exist under this contract unless and until an appropriation of funds to be expended on this contract for the following fiscal year is made by the Anchorage School Board. In the event that the School Board does not appropriate funds, or appropriates insufficient funds to lease the demised premises for the following fiscal year, the Lessee shall notify the Lessor no later than 60 days prior to the expiration of the current fiscal year that the School Board has not appropriated funds or has appropriated insufficient funds for the leasing of the demised premises and this Lease agreement shall terminate on the last day of the preceding fiscal year, or on the date when appropriated funds for this contract are exhausted. In no event shall the Lessee be financially obligated to the Lessor beyond amounts appropriated by the School Board. However, it is agreed that if the School Board does not appropriate funds for this Lease Agreement, the Lessee shall be prohibited from contracting with any other party to provide the services which otherwise would have been provided under this Lease agreement for the then remaining term of this contract.

If Lessor, for any reason whatsoever, cannot deliver possession of the premises to Lessee at the commencement of the lease term, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom, but in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the lease term and the time when Lessor can deliver possession. The lease term shall be extended by such delay for an equal period.

- 4. ~~**Options.** Option to renew length: While not in default of any of the terms of the lease, () year(s). Lessee shall give ninety (90) days written notice to Lessor of its exercise of its option to renew. Lessor to base renewal rent on fair market value of the space within sixty days (60) of receipt of written notice of exercise of option to renew from Lessee.~~
- 5. **Arbitration.** Except as to matters pertaining to the payment of minimum rent and other charges as provided in the Lease, any controversy or claim arising out of or relating to this Lease shall be resolved by mutual assent between the parties, or failing to reach mutual assent, by arbitration before a single arbitrator chosen by both parties. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and in effect at the time.

Either party who desires to submit a controversy or claim to arbitration shall notify the other party by certified mail, return receipt requested, or by facsimile. Said written notice shall identify the controversy or claim and propose a date and place for the parties to meet to agree to the person who would be acceptable as arbitrator and who has agreed to serve in that capacity. The single arbitrator's decision shall be final and binding and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own expense of arbitration, including attorney(s)' fees and costs, as well as any administrative fees incurred. The cost of the single arbitrator will be paid by the losing party and not by the prevailing party.

6. **Rent.** Lessee covenants and agrees to pay Lessor as rental for said premises a minimum monthly rental of Three Thousand Fifty Five and 58/100 Dollars (\$3,055.58), ~~on May 1, 1999~~ from the commencement date of the lease ~~and ending on~~ until May 31, 2000. For the remaining term, the minimum rental will be as follows:

Second and Third years. - Lessee will pay to Lessor a monthly minimum rental of Three Thousand One Hundred Twenty Five and 55/100 Dollars (\$3,125.55) from June 1, 2000 until May 31, 2002.

The rent shall be paid in lawful money of the United States, without deduction or offset, in advance on the first day of each calendar month of the lease term. The rent shall be considered delinquent if not paid by the fifth day of each month, payable to Lessor at the address specified above or at such other place as Lessor may hereafter designate. ~~The rent is exclusive of any sales, franchise, business, occupation or other taxes based on rents, and should any such taxes apply or be enacted during the term of this lease, the rent shall be increased by such amount.~~ Lessee's failure to pay rent promptly may cause Lessor to incur unanticipated costs. The exact amounts of such costs are impractical or extremely difficult to ascertain. Such costs may include but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by any ground lease, mortgage or trust deed encumbering the property. Therefore, if Lessor does not receive any rent payment within ten (10) days after it becomes due, Lessee shall pay Lessor a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Any amount owed by Lessee to Lessor, which is not paid when due shall bear interest at the rate, provided in **paragraph 52** herein from the due date of such amount. However, interest shall not be payable on late charges to be paid by Lessee under this lease. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this lease.

~~From until the minimum monthly rental shall be (\$) plus the increase in the Consumer Price Index (CPI). The increase will be based on the CPI for Anchorage with as the base.~~

~~"CPI" shall mean the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor and Statistics (BLS), U.S. Department of Labor, Anchorage, Alaska region 1982-84 = 100 or any other renamed local index covering the Anchorage Metropolitan Area. If the BLS changes the publication frequency of the CPI so that a CPI is not available to make a cost of living adjustment of rent as specified herein, the cost of living adjustment shall be based on the percentage difference between the CPI for the closest preceding month for which a CPI is available and the CPI for the Base Month as defined in this Lease. If the BLS changes the base reference period for the CPI from 1982-84 = 100, the cost of living adjustment shall be determined with the use of such conversion formula or table as may be published by the BLS. If the BLS otherwise substantially revises, or ceases publication of the CPI, then a substitute index for determining cost of living adjustments, issued by the BLS or by a reliable governmental or other non-partisan publication, shall be reasonably designated by Lessor.~~

6.1 **Rent - Annual Payment Option** Notwithstanding the monthly payment terms in Paragraph 6 of the Lease, the Lessee has the option of paying the Lessor the base annual rental amount in advance in one lump sum. The base annual rental amount shall equal twelve monthly payments of the monthly rent as provided for in Paragraph 6 of this Lease. Should the Lessee exercise this payment option, then the Lessor shall afford the Lessee a Three Percent (3%) discount on the total annual base rent. Accordingly the Lessee covenants and agrees to pay Lessor as rental for said premises a discounted annual rental amount of **THIRTY-FIVE THOUSAND, FIVE HUNDRED AND FIFTY-SIX DOLLARS AND 96/100 (\$35,566.96)**, on ~~May 1, 1999~~ from the commencement date of the lease ~~and ending on~~ until May 31, 2000. For the remaining two years of the term, the minimum annual discounted rental will be **THIRTY-SIX THOUSAND, THREE HUNDRED AND EIGHTY ONE DOLLARS AND 40/100 (\$36,381.40)** for the periods June 1, 2000 until May 31, 2002

If Lessee chooses to pay the annual rent in advance in lump sum take a three percent (3% discount), the rent shall be paid in lawful money of the United States, without deduction or offset, on the commencement date of the lease AND on June 1, 2000 for the second year and June 1, 2001 for the third year of the lease. If the rent isn't paid on the commencement date of the lease and on June 1, 2000 for the second year of the lease and by June 1, 2001 for the third year of the lease, the three percent (3%) discount shall not apply.

~~7. **Percentage Rent.** Lessee agrees to pay to Lessor as rent in addition to the foregoing minimum rent, an amount equal to percent of the total gross sales in or from the Premises for said month, but less the minimum rent, said sums being hereinafter sometimes referred to as "percentage rent". If required by reason of the dates of commencement and termination of the term of the Lease, the minimum and percentage rents shall be pro-rated accordingly. In no event, however, shall the monthly rent to be paid by Lessee to the Lessor be less than the minimum rent herein specified.~~

~~On or before the tenth day after the expiration of each month, Lessee shall submit to Lessor, a statement signed by an officer or authorized representative of the Lessee showing in reasonable detail on a monthly basis, the amount of gross sales derived from the Premises during the preceding month. If percent of the gross sales derived from all sources shall in any month be in excess of the minimum monthly rental payable with respect to each said month, then the amount of such excess shall be paid over to Lessor at the same time as the rendition of said monthly statement. Failure by Lessee to submit the statements referred to herein on the due dates shall constitute a default and shall result in Lessee paying to the Lessor as liquidated damages TEN DOLLARS (\$10.00) for each day from the due date until the statement is received by the Lessor. In addition, if default exists for thirty (30) days, Lessor, at its option, shall have the right to make an audit of the monthly gross sales or to cancel this Lease and/or enforce the remedies on Lessee's default pursuant to this Lease. All such payments shall be provided in lawful money of the United States, without deduction or offset at the same time as the rendition of said monthly gross sales reports.~~

~~**Gross Sales.** The term "gross sales" shall mean the selling price of all merchandise or services sold or delivered in, at, or, or from any part of the Premises and the charges for all services of any sort sold or performed in, at, on or from any part of the Premises and shall include sales and charges for cash or otherwise, including, without limitation, all orders by means of electronic, telephonic, video, computer, or other technology based system, whether existing now or developed in the future, that are taken at or made from the Premises, whether or not filled at the Premises, and all other such orders received or filled at the Premises, but shall exclude (1) amounts of refunds, allowances, or discounts to customers; provided that they have been included in gross sales, and provided further that if such refunds, allowances, or discounts are in the form of credits to customers, such credits shall be included in gross sales when used; (2) returns to shippers and manufacturers for credit; (3)~~

all sums and credits received in settlement of claims for loss or damages to merchandise; and (4) amount of any excise or sales tax levied upon sales and payable over to the appropriate governmental authority, providing that specific record is made at the time of each sale of the amount of the sales tax, and the amount thereof is expressly charged to the customer. A sale shall be deemed to be made in the Premises if an order therefor is secured in the Premises, whether or not such order is filled in the Premises or elsewhere or if, pursuant to mail, telegraph, telephone or other similar means, orders are received or filled in, at, on or from the demises premises.

Said term shall not include, however, sale of Lessee's fixture or the exchange of merchandise between stores of Lessee, if any, where such exchange of goods or merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises. Each sale, whether for cash or upon installment or credit, shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time of payment.

Books. The Lessee covenants and agrees to keep at Lessee's Premises, books and records in accordance with generally accepted accounting principles in which shall be recorded daily sales and transactions made by Lessee or by any person, firm or corporation operating at, in, on or from the Premises. The books and records of account shall also include all federal, state and local tax returns relating to such sales. Lessee shall maintain all sales chits and other documentation for each such sale or transaction, adequate records which shall show inventories and receipts of merchandise at the leased premises for a period of not less than one (1) year from the date on which such sale or transaction occurred or until Lessor's auditors have had reasonable opportunity to audit the same, whichever is later. Such books and records shall be open to the inspection of Lessor and Lessor's duly authorized agents at all reasonable times during business hours at any time during the term of this Lease on twenty four (24) hours notice and a period of at least three (3) years after the termination of this Lease. The right of Lessor to have the books and records of Lessee available for inspection and the right to inspect such books and records of Lessee shall survive the expiration or early termination of the Lease. Lessee will cooperate fully in the making of any inspection, examination or audit.

Should Lessor elect to make an audit of Lessee's entire business affairs and records relating to the business conducted on the lease premises as a result of Lessee's failure to provide the monthly statement of gross sales as provided herein, or Lessee's failure to provide the annual statement of gross sales as provided herein, Lessor at its sole discretion shall conduct said audit by either its chief accountant or by a certified public accountant. Lessor and its agents will be given access to all books, accounts, records and reports, including gross income tax reports that may be kept by Lessee, showing daily sales and Lessee will cooperate fully in the making of any inspection, examination and Lessee further agrees to pay for the cost of such audit. Should the result of such audit disclose that there is any additional percentage rental due, Lessee agrees to pay for such rental due plus interest at the rate provided herein, calculated from the due date until paid.

If Lessor shall make an audit of Lessee's entire business affairs and records relating to the business conducted on the leased premises for the period covered by any statement issued by Lessor and Lessee's gross sales statements should be found to be understated by more than two percent (2%), then Lessee, in addition to paying the percentage rental due for such understatement plus interest at the rate provided herein, calculated from the due date until paid, shall pay to Lessor the cost of such audit and, further Lessee shall pay for the cost of one (1) additional audit to be conducted by Lessor at such time as Lessor, in its sole discretion, shall determine. If such audit by a certified public accountant shall disclose that rent has been underpaid by five percent (5%) or more for the period under examination, Lessor shall have the right, upon five (5) days notice, to terminate this lease.

If Lessee shall fail to make available its books, records, or statements of gross sales required hereunder for examination within ten (10) days after receiving written notice to do so, Lessee shall be required to pay to Lessor liquidated damages of FIVE HUNDRED DOLLARS (\$500.00) upon demand by Lessor. If Lessee shall continue to fail to produce the requested books, records, or statements for a period of thirty (30) days after receipt of a second notice to do so, or fails to pay the aforesaid liquidated damages, then the Lessor may elect to treat Lessee's failure as a breach of this Lease, entitling Lessor to terminate this Lease, or Lessee's right to possession of the premises, or both, but only after Lessor has given Lessee notice in writing as hereinafter provided.

Lessor must exercise its right to examine Lessee's books and records within three (3) years after the end of each Lease year.

The acceptance of any additional rent, computed on a percentage basis, tendered by Lessee shall be without prejudice to Lessor's right to any further sum shown to be due upon an audit of the records of Lessee. The obligations of Lessee to make the payments of additional rent computed on a percentage basis shall survive the expiration of the Lease term. If an audit at the end of any month or months shall reveal any errors as a result of which additional percentage rent shall be determined to be due to Lessor, then Lessee shall promptly pay to Lessor the additional sum determined to be due and any other amounts required to be paid hereunder.

Lessee shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions whether for cash or credit in a cash register or in cash registers serviced in Alaska by an established agency. Cash register(s) shall have a non-resettable cumulative total, a detail audit tape, a transaction number with a four digit capacity, an indicator readily visible to customer as to the amount rung, and a seven digit cumulative capacity or greater as determined by Lessor based on type of business, with a four digit overrun counter. Lessee shall furnish to Lessor a statement from an established agency that the transaction number, the cumulative total, and the overrun counter have been sealed in a manner approved by Lessor. The cash register shall also have other features as may be required by Lessor. Upon the installation or removal of any cash register used in the Premises, Lessee shall immediately furnish to Lessor notice in writing stating make, model number, serial number and cumulative total reading and overrun counter reading of the cash register(s). Any repair agency employed by the Lessee to repair or replace any cash register is hereby authorized and directed to disclose and furnish to Lessor or its auditors any information obtained by the agency in the course of making such repair or replacement pertaining to said cash register. Lessee shall issue to each customer a receipt or sales slip for each transaction, which transaction must be recorded either on serially numbered sales slips or cash register tapes. Lessor's agents shall have the right during business hours to examine the cash register(s) total and inspect for conformance with this section. Lessee further agrees to keep for at least one (1) year following the end of each lease year all pertinent original sales records including cash register tapes, serially numbered sales slips and such other sales records, as would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Lessee's sales.

Annual Sales Reports. Lessee shall submit to the Lessor on or before the first day of April of each lease year at the place then fixed for the payment of rent, a statement signed by Lessee or by a person duly authorized by Lessee showing in reasonable accurate detail the amount of gross sales during the preceding calendar year, duly verified by an independent certified public accountant in conformance with an audit program furnished by Lessor to the examining accountant. The statements referred to herein shall be in such form and style and contain such details and breakdown as the Lessor may reasonably determine. Failure by Lessee to submit the statements referred to herein on the due date shall constitute a default and shall result in Lessee paying to the Lessor as liquidated damages, TEN DOLLARS (\$10.00) for each day that Lessee is in default.

If default exists for thirty (30) days, Lessor, at its option, shall have the right to make an audit of the annual gross sales pursuant to the provisions herein, or to cancel this Lease Agreement and/or enforce the remedies on Lessee's default as stated in this Agreement.

~~Refund of Test Purchases.~~ In the event the Lessor employs "Shoppers" to ascertain if Lessee's employees are correctly ringing up sales, Lessee, upon request by Lessor will take back merchandise purchased by Lessor's "Shoppers" and refund to Lessor the retail price paid for the same. All such sales shall be deducted from gross sales for the purpose of computing percentage rental.

8. ~~Additional Rent.~~

- (A) In addition to all other rents, payments, and charges provided for herein, Lessee agrees to pay to Lessor, as additional rental, its proportionate share of any increase in general or special real property taxes or assessments levied or imposed upon the property, the Leased Premises, the common area, or land underlying any of the foregoing, which exceeds those taxes payable during the first full tax year following the execution of this Lease Agreement. Lessee's proportionate share of such increase shall be based upon the ratio that the Leased Premises bear to the leased building area comprising the complex.
- (B) In the event that a sales tax on rental income or a tax on property and improvements is adopted by any governmental agency during the term of this Lease Agreement or any extended period hereof, Lessee agrees to pay to Lessor, as additional rental, an amount equal to said tax.
- (C) In the event that the insurance, sewer, water, electrical, garbage, gas, or any other utility payments of the complex exceed those payable during the first full lease year after the commencement of the original term of this Lease Agreement, Lessee agrees to pay to Lessor, as additional rental, its proportionate share of such increase. Lessee's proportionate share of such increase shall be the ratio that the Leased Premises bear to the leased building area in the complex.
- (D) Any additional rental payable under the terms of this Lease Agreement shall be paid by Lessee without any deduction or set-off within ten (10) days after proper evidence thereof has been submitted by Lessor.

9. Security Deposit. Lessee has deposited with Lessor the sum of Three Thousand Fifty Five and 58/100 Dollars (\$3,055.58) as security for the full performance of all of the provisions of this lease. Lessee will deposit any additional sum as security deposit as required from time to time so as to allow Lessor to have a sum equivalent to one (1) month's rent plus general excise tax thereon, if imposed by the State of Alaska. If at any time during the lease term, or the lease term as it may be extended, Lessee shall be in default in payment of rent or any other sum due Lessor as additional rent, Lessor may appropriate all or part of the security deposit for such payment. Lessor may also appropriate all or part of the deposit to repair damages to the premises caused by Lessee or defray any and all reasonable expenses incurred by Lessor in cleaning the premises upon the termination of the tenancy created by this lease. Upon use of any part or all of the security deposit, Lessee shall pay to Lessor, on demand, a like sum or additional security. Lessor's obligation with respect to the deposit is that of a debtor, not a trustee, and the deposit may be commingled or dissipated, or both, and no interest shall accrue thereon. If Lessee shall have fully complied with all of the covenants and conditions of this lease, (including cured defaults and late charges), but not otherwise, such sum shall be repaid to Lessee within thirty (30) days after the expiration or termination of this lease.

10. Common Area Charges. Are included in the minimum monthly base rental amount. In the event there is an increase in these expenses, the increase shall be passed through to the Lessee. In order to

~~help defray the expenses incurred by Lessor in operating, managing and maintaining the parking areas, streets, if applicable, sidewalks, mall, planting and other areas and facilities common to occupants of the building specified in Item 8, Section 1.2 herein, Lessee will pay to the Lessor as additional charge for each and every calendar month of said term, Lessee's proportionate share, the percentage of . . . % which is, based upon the ratio that Lessee's gross leasable area bears to the total gross leasable area in the commercial complex, of all additional expenses incurred by Lessor for such month in operating and maintaining the common facilities, excluding only items of expense commonly known and designated as carrying charges, such as, but not limited to, ground rent, principal and interest on mortgage indebtedness, capital items, and Lessor's executive and administrative salaries, wages or fees; but specifically including, without limitation, the cost of water and electricity not separately metered to the tenants, the cost of public liability, fire, and property damage insurance, maintenance, repair and painting of all portions or otherwise of the walls, columns, roof, ceiling, sidewalks, floors, floor coverings and pavement within the common facilities, exterior window washing, holiday decorations, line painting, electricity, maintenance and recharging of fire extinguishers, janitorial services, repairs to lighting fixtures and equipment (including replacement of tubes, ballasts, and bulbs), maintenance and repairs to water, sewer, electrical and storm drain lines, and any portion of the HVAC system, replanting, and maintenance of all landscaping, cost of garbage and refuse removal, depreciation on machinery and equipment used in all maintenance services, the cost of employee's salaries (including payroll taxes and workmen's compensation premiums), supplies and small tools to implement all maintenance services, the cost of services contracted out, an amount to reimburse Lessor for its overhead and administrative costs in connection therewith, real property taxes and any assessments or charges made under any betterment or improvement law or otherwise attributable to such common areas, maintenance and repair of equipment, all billing, auditing and legal expenses, any expenses incurred in contesting real property assessments and any assessments or charges made under any betterment or improvement law or otherwise and other costs of operating such parking and other common areas. As used herein the term "equipment" shall be taken to include both personally and fixtures.~~

~~Such expenses for the first and last calendar months of said term shall be pro-rated as of the commencement date and expiration date respectively. Lessor has estimated the amount of such expenses for the purpose of monthly billing of said charge and included them in the base rental. "Common Facilities" means all areas provided by Lessor for the common or joint use and benefit of all tenants of the commercial complex, their employees, agents, customers, and other invitees, and includes the entire commercial complex other than the space leasable to tenants.~~

~~Within sixty (60) days after the end of each calendar year, or such other term as may be determined by Lessor, Lessor will deliver to Lessee a written statement showing in reasonable detail, all such expenses for such year and the computation of said charge therefor, and any deficiency or excess in the payment of said charge for such year as determined by such statement shall thereupon be adjusted between Lessee and Lessor. Lessor will keep in its principal office in Anchorage, Alaska, for at least two (2) years after the end of each calendar year of said term, a permanent, accurate set of books and records of all such expenses incurred by Lessor for such year, and for at least one (1) year after the end of each calendar year, all supporting records of such expenses for such year, including checks, contracts and vouchers. All such books and records shall be open to examination by Lessee and its agents at all reasonable times during ordinary business hours.~~

11. **Definition of Floor Area.** "Floor area" means cumulatively with respect to all buildings in the building the actual number of square feet of rentable floor space within the exterior faces of the exterior (except party walls as to which the center line thereof instead of the exterior face thereof shall be used) of all floors, including mezzanines, showcases, entrances within the exterior limits of each of said buildings and the Premises, but there shall not be included space on the roofs or other structures on roofs nor any space between the mall level ceiling and the roof. No deduction or

exclusion shall be made from floor area by reason of columns, stairs, or other interior construction or equipment. Changes in any particular floor area occurring during any calendar month shall be effective on the first day of the next succeeding calendar month.

12. ~~**Real Property Tax.** For and during the term of the Lease hereof, Lessee agrees to pay as an additional charge, a pro-rata portion of the real property taxes assessed against the land and improvements in excess of the amount in the base rental for the first years rent. Computation of Lessee's proportionate share shall be based upon the ratio that Lessee's gross leasable area bears to so much of the total leasable area in the complex. The tax assessor's valuations and assessments and the betterment or improvement law or other assessments or charges shall be the basis for determining the real property taxes and the assessments or charges made under any betterment or improvement law or otherwise, respectively, attributable to the Premises if the Premises are separately assessed or charged. In the event the Premises are not separately assessed or charged by the tax assessor or by the betterment or improvement law or otherwise, Lessee shall pay its prorata portion of the total amount of such real property taxes or such assessments or charges made under any betterment or improvement law or otherwise assessed or charged against the building and the land under the building or any part thereof in the commercial complex. Said percentage represents the weighted ratio between areas, and the aggregate floor area, including storage, office and mezzanine areas, in the commercial complex on the subject property. In the event the area of Lessee's Premises shall be changed or the aggregate areas in the commercial complex of the subject property shall at any time in the future be changed, the said percentage shall be recomputed on March 31st of the following calendar year and shall become effective as of the first of that calendar year.~~

~~In the event the Lessor shall contest the tax assessor's assessments upon the Premises and the land under the Premises or the assessment or charges made under any betterment or improvement law or otherwise, Lessee shall, upon demand pay to the Lessor a prorata share of all legal and other expenses incurred in contesting the same, Lessee's prorata share to the ratio that the total floor area of the Premises bears to the total leasable floor of the building.~~

13. **Utilities.** As long as Lessee is not in default under any of the provisions of this Lease, Lessor shall maintain the premises and the public and common areas surrounding the premises in reasonably good order and condition except for damage occasioned by the act or omission of Lessee, the repair of which shall be paid for by Lessee. Lessor shall furnish the premises with electricity for normal lighting as well as heat, sewer, water, refuse, window cleaning, janitorial services and snow removal. Lessee shall pay all other utilities and services. Lessor shall not be liable to Lessee for any loss or damage caused by or resulting from variation, interruption or failure of such services or in the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.
14. **Lessee's Renovation Obligations.** Lessee will prepare and submit to Lessor for written approval in accordance with requirements of this Lease herein, plans and specifications for construction of the leasehold improvements within the Premises. Lessee will complete the renovation in accordance with plans and specifications as approved by Lessor no later than the rent commencement date.
15. **Acceptance of Premises.** By entry hereunder, Lessee acknowledges that it has examined the premises and accepts the same in their "as is" condition. Lessee has fully investigated the condition of the Premises or waived its right to do so and is fully familiar with the physical condition of the Premises and every part thereof, including, without limitation, the indoor air quality (IAQ) generally, and the HVAC system, and Lessee accepts the same "as is".

Lessor made no express representations or warranties and disclaims any implied representations or warranties relating to the condition of the building, Premises, or any part thereof, including, without limitation, the building systems (including the HVAC system), the IAQ within the building and the environmental condition of the building. Lessor shall not be liable for any latent or patent defects therein.

Lessee shall comply with all current and future federal, state, and local environmental and IAQ laws, regulations, and industry standards, including, without limitation, any restrictions on smoking in the workplace.

The Premises shall not be used for any dangerous, noxious, or offensive trade or business or for any purpose, trade or business that will adversely affect the IAQ for the Premises (including any common areas);

Lessee will at all times use and operate the Premises in such a manner as to minimize the risk of IAQ problems, "sick-building syndrome," and/or any diagnosable illness that can be identified and attributed directly to contaminants in the building and center.

Lessee will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor and/or outdoor sources, emission of biological contaminants;

Lessee will assure adequate ventilation and operation of any HVAC systems and/or office equipment under its control;

Lessee will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Premises, and will take all steps necessary to prevent the release of such contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents);

Lessee will not bring, generate, treat, store, or dispose of any chemicals, materials, or other potential pollution sources without Lessor's prior consent. Notwithstanding the foregoing, the levels of these chemicals, materials, or other potential pollution sources shall not exceed legal limits.

All materials used in connection with the alteration or refurbishment of the Premises, including, without limitation, paint, carpet, wall, or window coverings, carpet glues, and other chemicals, shall be subject to Lessor's prior written approval. Any such approval shall not be deemed a representation or warranty that the materials so approved are in compliance with laws (including IAQ laws) or that same do not affect the IAQ in the Premises.

Lessor shall have the right, but not the obligation, at all times during the Lease Term to inspect the Premises and conduct such tests and investigations (including, without limitation, a Phase I Indoor Air Quality audit) to evaluate the IAQ in the Premises and/or the building. Lessor's entry may be made at any time either during or after Lessee's business hours.

Lessee will cooperate with Lessor and will, at any time, allow Lessor and Lessor's representatives access to any Lessee's records with respect to the Premises for environmental inspection purposes. Lessee will make available its personnel to respond to interview questions posed by Lessor, Lessor's representatives, or an environmental consultant.

Lessee shall cooperate in all respects with rules and regulations promulgated by Lessor regarding the management of the IAQ in the building and in the development and implementation of an IAQ

management plan for the building that integrates monitoring, operations, maintenance, building staff training, and building renovation activities.

16. **Americans With Disabilities Act Compliance.** Lessor will be responsible for compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. paragraphs 12191 through 12213, as amended, relating only to the common areas and parking areas of the commercial complex.

Lessee will be solely responsible for compliance with ADA regulations relating to Lessee's demised premises:

1. To provide barrier removal to ensure customers and/or employees public access to all goods and services within Lessee's demised premises;
2. To provide auxiliary aids and services needed for effective communication, if needed;
3. To provide and/or modify any other items so as to assure customers/employees equal services without discrimination;
4. It shall be Lessee's responsibility to protect itself against any potential liability created by a third party who subleases from Lessee, or any independent contractor who performs services for the Lessee on the demised premise.

Lessee warrants that the leased premises and any and all improvements and alterations made by Lessee therein shall be in compliance with the provisions of the American with Disabilities Act, as amended, and any and all rules and regulations promulgated thereunder, including without limitation, any and all design requirements specified by the ADA.

Lessee shall, at its sole cost and expense, make any and all alterations and improvements necessary to ensure that Lessee and the leased premises and any and all improvements and alterations therein are in compliance with the ADA, including without limitation, any and all design requirement specified by the ADA.

Lessee shall further indemnify, defend, and hold harmless, Lessor and the fee owner of the land from and against any and all claims, losses, expenses, damages, liabilities or injuries suffered by reason of any acts, omissions or alleged acts or omissions arising out of Lessee's failure to comply with the provisions of the ADA and this section, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that such indemnified party shall not have acted or failed to act fraudulently or in bad faith or as a result of gross negligence.

Anything herein to the contrary notwithstanding, Lessee shall not make any alterations, additions or improvements in Lessee's demised premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion, if such alteration, addition, or improvement by Lessee requires any other alteration, addition, or improvement to be performed in or made to any portion of the complex/plaza other than Lessee's demised premises.

Lessor's consent to such alterations, additions, or improvements, or Lessor's approval of the plans, specifications, and working drawings for such alterations, additions, or improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental and quasi-governmental agencies (including, without limitation, the Americans with Disabilities Act of 1990 and all regulations issued thereunder).

Notwithstanding the foregoing, Lessor will have the right, which shall not be subject to Lessee's prior notice or approval, to change the size, use, shape or nature of any common areas, including erecting additional buildings on the common areas, expanding the existing complex/plaza, or altering the common areas to comply with the American with Disabilities Act of 1990 and all regulations issued thereunder.

If, as a result of Lessee's use and occupancy of the demised premises or the making of any alterations, additions, or improvements therein, any additions, alterations, or improvements shall be required to be made by Lessor to any part of the demised premises or the complex/plaza to comply with any requirements of the Americans with Disabilities Act of 1990 and all regulations issued thereunder, Lessee shall reimburse Lessor on demand for the costs incurred by Lessor to effect such compliance.

As a condition prior to the consent required to sublet or assign a leasehold interest and if Lessor elects to complete the work, Lessor may require, at its sole option, Lessee (or its assignee or sublessee) to agree to reimburse Lessor on demand for the costs incurred by Lessor to comply with the Americans with Disabilities Act of 1990 and all regulations issued thereunder as they apply to the use, occupancy, or alteration of the demised premises; and Lessee shall be required, upon Lessor's demand, to deposit with Lessor 50% of Lessor's reasonable estimate of the cost of such alterations five (5) days prior to any contract work beginning.

17. **Repairs and Care of Premises.** Lessor agrees to keep the basic building structure of the premise, including the roof, roof supports, foundation and structural supports, exterior and support walls, structural portion of the floors, skylights, gutters, downspouts and exterior doors, plus all heating, water, sewer, electrical and mechanical equipment in good repair during the lease term, except for damage caused by Lessee, but excluding glass. Lessee shall keep the balance of the premises in good order and repair except for the items enumerated above which are the responsibility of Lessor.
18. **Parking.** Lessee shall not have the right to any designated parking space but shall have the right to park in common with other employees, guests and invitees of Lessor and other tenants of the building
19. **Alterations.** All personal property kept on said premises shall be so kept at the risk of Lessee. Lessor shall not be liable for theft or any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises, or any service facilities, or hereafter occurring therein, or due to the premises or any part or appurtenance thereof, arising out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of other occupants of said premises, or any other persons, or due to the happening of any accident from whatsoever caused in and about said premises except for cause due to negligence of Lessor. Lessee will not make any alterations or additions whatsoever to the demised premises without first obtaining Lessor's written approval of the plans and specifications.

At least five (5) days prior to commencing any alterations, improvements, or other construction within the demised premises, Lessee shall deposit with Lessor a fully executed copy of the contract(s) therefor, a copy of any building permit, and furnish evidence satisfactory to Lessor that Lessee is financially able to pay the contractor, and shall furnish a copy of a Performance Bond and a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the contract value, in a form and with a surety acceptable to Lessor, naming Lessor and Lessee as obligees and insuring completion of the proposed work free and clear of all liens.

In the event Lessee is granted permission by Lessor and/or Lessor's architect to make, add to, or construct any improvements to the roof, ceiling, building or structure, Lessee shall be responsible for any additions, modifications, improvements, installation of equipment without limitation which may be placed upon or about the roof, ceiling, building or structure; furthermore, Lessee, Lessee's archi-

tect, consultant, agent of, or Lessee's licensee shall at all times maintain the structural integrity of the roof and verify at time of installation of equipment or improvements load limits of same so as not to exceed the structural load bearing specifications and conditions of roof, ceiling, building and/or any part of the structure with, but not limited to, verifying calculations and records. Lessor and agents of Lessor shall be allowed by Lessee, upon reasonable notice, to examine and inspect said records, equipment or improvements if deemed necessary by Lessor. Lessee shall be responsible for any damage incurred, therein or thereafter to the demised, ceiling, building and/or any part of the structure due to penetration of the roof or ceiling membrane by Lessee or licensee of Lessee, and Lessee shall further indemnify and hold Lessor harmless from all such damage and claims. Any resulting repair that is necessary shall be done in a timely manner by Lessee.

Lessee will pay to Lessor all reasonable costs incurred by Lessor as a result of obtaining said consent for approval, with said cost to include all reasonable architect's fees.

Lessee will also comply with all governmental regulations pertaining to any change in Lessee's use, or alterations to any part of or all of the demised premises; and if any parking should be required to satisfy any governmental requirements, Lessee shall be responsible for providing and maintaining any additional off-site parking stalls or areas required.

20. Use. Lessee shall continuously conduct and carry on in said premises, during each and every business day of the term hereof, the business for which said premises are leased, and that no stock of goods will be carried, or anything done in or about the premises which will increase the present rate of insurance. The rental contained herein is predicated on, among other things, Lessor's existing insurance premiums and in the event that the Lessee's usage shall cause an increase in the insurance rate or rating, in which event, Lessee shall pay for any resulting increase. Lessee agrees that it has determined, to Lessee's satisfaction, that the premises can be used for the purpose for which they are leased. Lessee shall not commit or allow to be committed any waste upon the premises or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessees in the adjoining premises. Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Lessee, its agents, employees, contractors, sublessees or invitees without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee's proposed activity with respect to Hazardous Material; however, in no event shall Lessor be required to consent to such proposed activity. The term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "Hazardous Wastes", "Hazardous Materials", or "Toxic Substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and other similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. The aforementioned shall not apply to cleansing products and/or repair supplies if used and disposed of per the manufacturer's directions.
21. Liens and Insolvency. Lessee shall keep the premises and the property on which the leased premises are located, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntary or involuntary bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

22. **Exclusion of Trespassers.** Lessor may at any time and from time to time during the term hereof exclude and restrain any persons from the use of occupancy of the common areas, excepting however, bona fide customers, patrons and service suppliers of the Lessee and other lessees of the Lessor who make use of said areas in accordance with the rules and regulations established by Lessor from time to time with respect thereto. The rights of Lessee hereunder in and to said driveways, entrances and exits thereto, the delivery and service entrances and exits thereto, and the sidewalks and pedestrian passageways, shall be subject to the rights of the Lessor and of all other lessees of the Lessor using the same in common with the Lessee, and it shall be the duty of Lessee to keep all of said areas free and clear of any obstructions created or permitted by Lessee or resulting from Lessee's operations and to permit the use of any of said areas only for normal parking and ingress and egress by said customers, patrons and service-suppliers, to and from the building occupied by Lessee and such other lessees of the Lessor. If, in the opinion of Lessor, unauthorized persons are using any of said areas by reason of the presence of Lessee in the demised premises, Lessee, upon demand of Lessor, shall take such action as is legally permissible without breach of the peace and by resorting to judicial relief, if necessary, to restrain the use of any of said areas by unauthorized persons or to remove any unauthorized persons from said areas; provided, however, nothing contained herein shall preclude Lessor from taking such action.
23. **Assignment.** Lessee shall not assign this lease or any part thereof and shall not let or sublet the whole or any portion of the premises without the written consent of Lessor. This lease shall not be assignable by operation of law. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. If Lessee is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law, of the partner or partners owning more than fifty (50%) percent of the partnership, or the dissolution of the partnership, shall be deemed an assignment. Any assignment of this lease shall not extinguish or diminish the liability of Lessee herein. If consent is once given by Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.
24. **Access.** Lessee will allow Lessor or Lessor's agent free access at all reasonable times in and to said premises for the purpose of inspection, or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs. Lessor shall have the right to place and maintain "For Rent", "For Lease", or "For Sale" signs in a conspicuous place on said premises. The Lessee will promptly make good any defects for which the Lessee may be responsible hereunder within thirty (30) days after written notice thereof, or sooner if the nature of such condition or the delay in its repair would cause, or create the risk of further damages to the premises. If the Lessee refuses or neglects to commence such repairs and complete the same within said period, the Lessor may, but shall not be obligated to make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the property, profession, occupation or business of the Lessee or of any third party by reason thereof, and if the Lessor make or cause such repairs to be made, the Lessee hereby agrees to pay forthwith on demand to the Lessor as additional rent the costs thereof, plus twenty percent (20%) of such costs to cover overhead and administrative expenses, with interest at the rate described in **paragraph 52** herein calculated from the date of completion of repairs by Lessor until fully paid by Lessee.
25. **Signs.** All signs or symbols placed in the windows or doors of the premises, or upon any exterior part of the building by Lessee shall be subject to the prior written approval of Lessor. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the

premises caused thereby, and if not so removed by Lessee, then Lessor may have same removed at Lessee's expense.

26. **Indemnification.** Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Lessee, or of the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in the premises provided that the foregoing provisions shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee, or visitor of Lessor.
27. **Damage or Destruction.** In the event the premises are damaged to such an extent as to render the same unleaseable in whole or in a substantial part thereof, or are destroyed, it shall be optional with Lessor to repair or rebuild the same; and after the happening of any such event, Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intention to repair or rebuild said premises, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild said premises, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period, the rent shall be abated in the same ratio that the portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the lease premises. Lessee shall have the right to terminate lease if premises becomes unleaseable for more than sixty (60) days or if Lessor shall fail to give the notice as aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon Lessor or Lessor's agent.
28. **Liability Insurance.** Lessee agrees to carry liability insurance naming Lessor as an additional insured, in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury or death to any one person, ONE MILLION DOLLARS (\$1,000,000.00) for injury or death per any number of persons in any one accident, and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for property damage or destruction.
29. **Fire Insurance.** Lessee will keep all improvements erected on said premises insured against loss or damage by fire and any hazards, casualty, or contingency for which insurance is procurable with an insurance company or companies qualified to do business in the State of Alaska, in the name of the Lessee in an amount equal to the actual cash value of said improvements, and will pay all premiums. Every policy shall be made payable in case of loss or damage to the parties as their interest may appear, and all compensation, indemnity or other monies paid on account of any loss or damage, other than rental value insurance, shall with all convenient speed be laid out in rebuilding, repairing, or otherwise reinstating the same improvements in a good and substantial manner according to the plan and elevation of the improvements so destroyed or damaged, or according to such modified plan as shall be previously approved by the Lessor. In the event such insurance proceeds are inadequate to accomplish the foregoing, the Lessee shall promptly pay for the difference.
30. **Business Interruption.** Lessee, at its own cost and expense, shall obtain business interruption insurance on Lessee's operations in the Premises or any part thereof from an insurance company or company pursuant to **paragraph 32** herein and shall cause all of its sublessees, concessionaires, and licensees to also obtain such insurance on their respective operations in the Premises or any part thereof. The business interruption insurance required to be obtained by Lessee shall insure that installments of minimum annual rent and percentage rent payable hereunder, together with the net amount thereon required to be paid shall be paid to Lessor for a period of not less than two (2) years following any damage, destruction or other casualty to any of the buildings, equipment or improvements situated upon the Premises, or other event covered by such insurance, be required to

be paid beyond the expiration date of this Lease or any extension thereof, and shall name the Lessor as an additional assured.

31. **Plate Glass Insurance.** Lessee will procure, keep in force during the term and deposit with the Lessor, a policy or policies of plate glass insurance covering all plate glass in windows of the premises to the extent of their full insurable value and naming the Lessor as an additional assured.
32. **Insurance Rating & Certificates of Insurance.** Lessee, at its own cost and expense, shall obtain the insurance coverages from an insurance company or companies qualified to do business in the State of Alaska and having a general policy holder's rating of not less than "A" and a financial rating of "XV" or better, as rated in the most current available "Best's Insurance Reports", and shall deposit with Lessor current certificates of insurance together with every receipt for premiums or evidence thereof. All such certificates shall state that such insurance has been endorsed to provide that such insurance cannot be modified or terminated without at least thirty (30) days' prior written notice to Lessor and any mortgagee. If Lessee shall fail to provide any insurance required by this Lease, Lessor may, at its option, procure such insurance and pay the premiums therefor and Lessee shall be obligated to repay every such premium upon demand, plus interest thereon calculated from the date of such payment by Lessor at the rate provided in **paragraph 52** of this Lease.
33. **Liquor Liability Insurance.** Should the Lessee's use of the demised premises include any sale of liquor or dispensing of alcoholic beverages, Lessee shall, at its own cost and expense, obtain a Liquor Liability insurance policy or policies on Lessee's operations in the demised premises with an insurance company or companies pursuant to **paragraph 32** herein, approved by Lessor with respect to the use of the demised premises, its employees and agents, with minimum limits of not less than \$1,000,000. Lessee shall increase said limits from time to time so that the same are not less than such limits being carried generally for similar properties and businesses in the Municipality of Anchorage, State of Alaska, and are not less than such limits as Lessor reasonably requests by notice to Lessee. Such insurance shall name the Lessor and the fee owner of the land as may be specified elsewhere in this Lease as additional assureds
34. **Condemnation.** If all of the premises or such portion of any building wherein the premises may be located as may be required for the reasonable use of the premises, is taken by eminent domain, this lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of taking of a part of the premises, or a portion of any building wherein the leased premises may be located which is not required for the reasonable use of the premises, then this lease shall continue in full force and effect and the rental shall be equitably reduced, based on the proportion by which the floor area of the premises is reduced, such rent deduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages to the premises for any taking by eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for interruption of or damage to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as a part of the damages recoverable by Lessor.
35. **Notices.** All notices to be given by the parties hereto shall be in writing and may either be served personally or deposited in the United States mail, postage prepaid, by either registered, certified or regular mail with certificate of mailing obtained; and if to be given Lessor, to be addressed to Lessor at the address specified above, or, if to be given Lessee, may be addressed to Lessee at the leased premises or the address specified above.

36. **Default by Lessee.** If Lessee shall fail to pay any installment of rent or any additional rent or other charges as and when the same shall become due and payable, and if such default shall continue for a period of ten (10) days after notice in writing, or if Lessee shall default in the performance of any of the other items, covenants and conditions of this lease, and if such default shall continue for a period of thirty (30) days after notice in writing specifying the matter claimed to be in default is given by Lessor to Lessee; Lessor shall have the right, at Lessor's option, to terminate this lease and the term hereof, as well as the right, title and interest of Lessee hereunder, unless (except for a default of nonpayment of rent) Lessee shall then diligently be engaged in prosecuting the work necessary to remove said cause or taking the steps necessary to remedy said default, and Lessor may re-enter the premises, using such force as may be necessary, and repossess itself thereof and remove all persons and property from the premises. Notwithstanding any such re-entry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of this lease, and Lessee shall make good such deficiency arising from any reletting of the premises and reasonable attorney's fees. Lessor will also have the rights of Lessor distraint.

Each of the following events shall constitute a default:

- (A) Lessee's failure to make payment of any rent or other payments required of Lessee or any part thereof, if said failure shall continue for a period of ten (10) days after the payment shall be due.
 - (B) A default in the performance of any other covenant or condition on the part of Lessee for a period of thirty (30) days after being served with a notice spelling out the specific default or defaults.
 - (C) The filing of a petition by or against Lessee for adjudication as a bankrupt, appointment of a receiver or trustee of any substantial part of the assets of Lessee or the institution of any proceeding involving Lessee under any reorganization or arrangement, insolvency, dissolution, liquidation, or other similar statutes of the federal government or any state government heretofore or hereinafter enacted.
 - (D) The execution, attachment, or levy upon the leasehold interests or any part of the Leased Premises.
 - (E) Lessee's desertion, vacation, abandonment, or suspension of business operation on the Leased Premises for a period of three (3) or more days.
37. **Disposal of Property.** For each and every case where Lessor has removed and stored Lessee's property in accordance with one or more provisions of this Lease, in the event that Lessee fails to claim said property by taking actual possession of said property and paying immediately to Lessor any and all sums due as a result of Lessee's obligations under this Lease, including all costs incurred in the removal and storage of said property, within forty-five (45) days from the date of Lessor's removal of said property from demised premises, then said property shall become immediately and indefeasibly vested in the Lessor who shall be at liberty to dispose of such property as it sees fit and Lessee covenants with Lessor that in such event it shall make no claim against Lessor in respect of said property and will pay to Lessor all costs incurred by Lessor in the removal, storage, and disposal of said property. Lessor agrees that any and all proceeds from the disposition of said property shall first be applied to removal, storage, and disposal costs incurred by Lessor, then to any outstanding balance on Lessee's account owed to Lessor, and the balance, if any, shall be the sole property of Lessor.

38. **Right To Re-Let.** Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease, or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the premises, and re-let said premises or a part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may

deem advisable; upon each such re-letting, all rentals received by the Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied to payment of future rent as the same shall become due and payable hereunder. If such rentals received from such re-letting during any month are less than that required to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor before the end of such month.

Termination may, but need not necessarily, be made effective by the giving of written notice to the Lessee of intention to end the term of this lease, specifying a day not earlier than five days thereafter, and upon the giving of such notice, the term of this lease and all rights, title and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

39. **Damages On Termination.** Should Lessor at any time terminate this Lease for any default, breach or failure of Lessee hereunder, then, in addition to any other rights or remedies available to Lessor hereunder or by law provided, Lessor may have and recover from Lessee, all damages Lessor may incur by reason of such default, breach or failure including, without limitation, court costs and reasonable attorney's fees for services in recovering possession, all costs and expenses of any re-letting including, without limitation, all costs of alterations and repairs, dividing and subdividing, of the premises in connection therewith, all brokerage commissions or other similar expenses of Lessor in connection with such re-letting, or, at the option of Lessor, Lessor may have and recover from Lessee the worth at the time of termination of this Lease, of the excess, if any, of the total minimum rental and percentage rental and other charges reserved in this Lease for the remainder of the term hereof, over the then reasonable rental value of the premises for the same period, all of which amounts, including attorney's fees of Lessor, shall be immediately due and payable by Lessee to Lessor.
40. **Lessor's Consent.** Whenever Lessor's consent is required under the terms hereof, such consent shall be in writing.
41. **Non-Waiver of Breach.** The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein offered in any one or more instances, shall not be construed to be a waiver or relinquishment of such, or of any other covenants or agreements, but the same shall be and remain in full force and effect.
42. **Removal of Property.** In the event of any entry in or taking possession of the premises as aforesaid, Lessor shall have the right, but not the obligation to remove from the premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sales, second to the payment of charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance, if any, to be paid to Lessee.

Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing and storing the property of Lessee as provided in this lease,

and will save Lessor harmless from loss, costs or damages occasioned by Lessor thereby, and such re-entry shall not be considered or construed to be forcible entry.

43. **Surrender Of Premises.** The Lessee shall, at least one (1) month before the end of said term, give to Lessor written notice of intention to surrender the premises on that date; if such notice is not given, the Lessee shall be liable for the rent for one (1) additional month as liquidated damages for failure to give such notice and not as a penalty.

At the termination of this Lease, by lapse of time or otherwise, Lessee will peaceably deliver up to Lessor, possession of the demised premises. At the option of Lessor, (at Lessor's sole discretion), with reasonable notice given in writing to Lessee prior to the earlier termination or expiration of the Lease, Lessee shall either a) remove at Lessee's expense those existing alterations or improvements requested by Lessor to be removed, by whomsoever made or installed to said demised premises, flush to the wall or floor and Lessee shall make good any damage caused to the premises in the removal of said alterations or improvements, in accordance with Lessee's covenants herein contained to maintain and repair said premises or b) shall peaceably deliver up to Lessor, possession of the demised premises together with all improvements, additions, fixtures, trade or otherwise, and alterations thereon, by whomsoever made or installed, and shall keep thereto, in the same condition of cleanliness, repair, sightliness, order and condition as the demised premises was in upon the commencement of business under the lease, reasonable wear and tear excepted, in accordance with Lessee's covenants herein contained to maintain and repair said premises, without disturbance, molestation or injury, and without credit to Lessee, its sublessees, concessionaires or licensees. If no written notice is given to Lessee, Lessee shall at the termination of the lease remove all improvements, additions, fixtures, trade or otherwise and alterations thereon.

Lessee shall surrender all keys for the demised premises to Lessor at the place then fixed for the payment of rent.

The Lessee will allow the Lessor during the last month of the term hereof, or during any holdover period, to affix to keep on said demised premises "To Let" notice, and will allow the Lessor to show the premises during Lessor's business hours to prospective tenants with 48 hours notice.

44. **Heirs and Successors.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.
45. **Lessor's Liability; Certain Duties.** As used in this lease the term "Lessor" means only the current owner or owners of the title to the Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Lessor is obligated to perform the obligations of Lessor under this Lease only during the time such Lessor owns such interest or title. Any Lessor who transfers its title or interest is relieved of all liability with respect to the obligations of Lessor under this lease to be performed on or after the date of transfer. However, each Lessor shall deliver to its transferee all funds that Lessee previously paid if such funds have not yet been applied under the terms of this lease.

Lessee shall give written notice of any failure by Lessor to perform any of its obligations under this lease to Lessor and to any ground lessor, mortgagee, or beneficiary under any deed of trust encumbering the property whose name and address have been furnished to Lessee in writing. Lessor shall not be in default under this lease unless Lessor (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Lessee's notice. However, if such nonperformance reasonably requires more than thirty (30) days to cure,

Lessor shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this lease is limited to Lessor's interest in the Property and the Project, and neither the Lessor nor its partners, shareholders, officers or other principals shall have any personal liability under this lease.

46. **Holdover.** If Lessee shall, with the consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by laws of the State of Alaska. During such tenancy, Lessee agrees to pay Lessor one hundred fifty percent (150%) of the rent payable immediately prior to such expiration, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as they are applicable.
47. **Subordination.** This lease is subject and is hereby subordinated to all present and the future mortgages, deeds of trust and other encumbrances affecting the premises or the property of which said premises are a part. Lessee agrees to execute, at no expense to Lessor, any instrument, which may be deemed necessary or desirable by Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrance.
48. **Attornment.** If Lessor's interest in the property is acquired by any ground Lessor, beneficiary under a deed of trust, mortgagee, or purchase at a foreclosure sale, Lessee shall attorn to the transferee of or successor to Lessor's interest in the property and recognize such transferee or successor as Lessor under this lease. Lessee waives the protection of any statute or rule of law, which gives or purports to give Lessee any right to terminate this lease or surrender possession of the property upon the transfer of Lessor's interest.
49. **Estoppel Certificates.** Upon Lessor's written request, Lessee shall execute, acknowledge and deliver to Lessor a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Lessor is not in default, under this Lease (or, if Lessor is claimed to be in default, stating why); and (v) such other representations or information with respect to Lessee or the Lease as Lessor may reasonably may require. Lessee shall deliver such statement to Lessor within ten (10) days after Lessor's request. Lessor may give any such statement by Lessee to any prospective purchaser or encumbrancer of the Property. If Lessee does not deliver such statement to Lessor within such ten (10) day period, Lessor, and any prospective purchaser or encumbrancers, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have been changed except as otherwise represented by Lessor; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Lessor; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Lessor is not in default under the Lease. In such event, Lessee shall be estopped from denying the truth of such facts.
50. **Lessee's Financial Condition.** Within ten (10) days after written request from Lessor, Lessee shall deliver to Lessor such financial statements as Lessor reasonably requires to verify the net worth of Lessee or any assignee, sublessee, or guarantor of Lessee. In addition, Lessee shall deliver to any lender designated by Lessor any financial statements required by such lender to facilitate the financing or refinancing of the Property. Lessee represents and warrants to Lessor that each such financial statement is true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

51. **Costs and Attorney's Fees.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this lease, including any suit by Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees in such suit, and such attorney's fees shall be deemed to have accrued on the commencement of such action. In case of any breach by Lessee of its covenants herein contained, Lessor may at any time without notice, cure such breach for the account and at the expense of Lessee. Lessee will pay to Lessor within 10 days after the date of Lessor making personal delivery of statements therefor, (a) all costs and expenses, including reasonable attorney's fees incurred or paid by Lessor, but required to be paid by Lessee under any covenant herein contained or paid or incurred by Lessor in enforcing any of the covenants and conditions of this Lease, in protecting itself against any breach thereof, in remedying any breach thereof, incurring any breach by Lessee of its covenants herein contained, in recovering possession of the demised premises or any part thereof or in collecting any delinquent rent or other charges payable hereunder by Lessee, or in connection with any litigation (other than condemnation proceedings) commenced by or against Lessee to which Lessor shall without fault be made party, and (b) a reasonable fee for reviewing and processing any request by Lessee for Lessor's consent or approval, which fee shall be a flat-rate service charge as established by the policy of Lessor, including without limitation reasonable fees of attorneys and other consultants retained by Lessor and the costs of Lessor's regular salaried staff in connection therewith, whichever is greater.
52. **Interest.** The Lessee shall pay to Lessor, on demand, interest on all sums payable by Lessee to Lessor pursuant to the provisions of this Lease, from the date due until paid, at the rate of twelve percent (12%) per annum or such higher rate as shall equal the maximum rate of interest allowed by Alaska statutes, or any statute succeeding thereto or substituted therefor; provided, however, that in no event shall the interest rate charged by Lessor exceed the maximum rate per annum allowed by applicable law for said period.
53. **Rules and Regulations by Lessor.** Lessee shall comply with all reasonable rules and regulations hereafter and from time to time adopted by Lessor for the use, safety, care and preservation of the premises.
54. **Collateral Assignment of Subleases.** As additional security of the prompt payment of the rent herein reserved to Lessor, and for the faithful performance and punctual observance of all of the other covenants and conditions herein contained to be performed or observed on Lessee's part, Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any such subleases which may be made by Lessee or any assignments of Lessee's interest affecting the premises, or any part thereof, and in and to the rents due to become due under the terms of any such subleases or assignments. The aforesaid assignment by Lessee to Lessor of its interest in and to any sublease or assignments which may be made by Lessee as aforesaid, shall take effect, however, only in the event any default hereunder is made or suffered by Lessee and after written notice of any such default is given by Lessor to the sublessee, sublessees or assignees and shall take effect only after Lessor shall elect to continue said subleases in full force and effect.
55. **Force Majeure.** If Lessor cannot perform any of its obligations due to events beyond Lessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Lessor's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.
56. **Alaska Statute 08.88.396** Suburban Land Sales Incorporated acts as an agent of the Lessor under the management agreement and is paid by the Lessor. However, Lessor's agent or any broker acting

as subagent to the Lessor in this transaction has the obligation of a duty of good faith, fair dealing, and honesty in fact in negotiating with the Lessee in this transaction and a duty to disclose all known facts that materially affect the lease value, desirability, or condition of the premises being leased.

58. Other Miscellaneous Conditions.

All improvements, fixtures, etc. except trade fixtures that are installed by Lessee during Lessee's tenancy shall remain in the leased space and become the property of the Lessor upon expiration of the lease, or any extension thereof, unless Lessor provides written notice to Lessee within 90 days of the expiration of the lease term that such improvements, fixtures, etc. are to be removed by Lessee at the end of the Lease term.

Lessee has inspected the premises and has had an opportunity to determine the condition of the premises and agrees to accept the condition of the premises in an "As is" condition, subject only to the improvements to be made by Lessor.

Lessor to provide the following improvements to suite 3339B;

1. Install seven (7) 110 volt outlets and remove 220 volt outlet.
2. Replace Light Diffuser Panels.
3. Replace faulty lights or ballast.
4. Remove bars from windows.
5. Add panic hardware to the rear doors
6. Remove chicken wire
7. Prep and patch walls
8. Replace west door with glass 30" door
9. Replace utility room door with 20 min fire door
10. Install emergency lighting
11. Install emergency exit sign
12. Install carpeting to match existing
13. Paint walls throughout
14. Eliminate floor drains and plumbing extensions.
15. Add two additional lights.
16. Add three additional door locks
17. Install 36 inch door to private office.

Lessor shall furnish the premises with a First Alert Intrusion Detection System and cost of monthly monitoring of system as per Alaska General Alarm, Inc. proposal dated April 1, 1999, the form attached as Exhibit "C".

.IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR:

LESSEE:

By: Suburban Land Sales Corporation, Managing
Agent for Alexander Farm and Edwin Farm

By: ANCHORAGE SCHOOL DISTRICT
Family Partnership

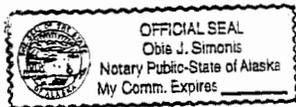
Lessor *Adam S. Wa*
Its: *Vice President*

Lessee *J-R Acatt*
Its: *Principal, FPLS*

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 9th day of JUNE, 1999, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared TIMOTHY R. SCOTT, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



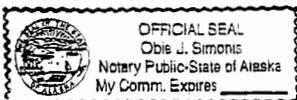
[Signature]
Notary Public, Third Judicial District
State of Alaska

My commission expires 2-16-2000

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 9th day of JUNE, 1999, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared GARRET S. WONG, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



[Signature]
Notary Public, Third Judicial District
State of Alaska

My commission expires 4-16-2000

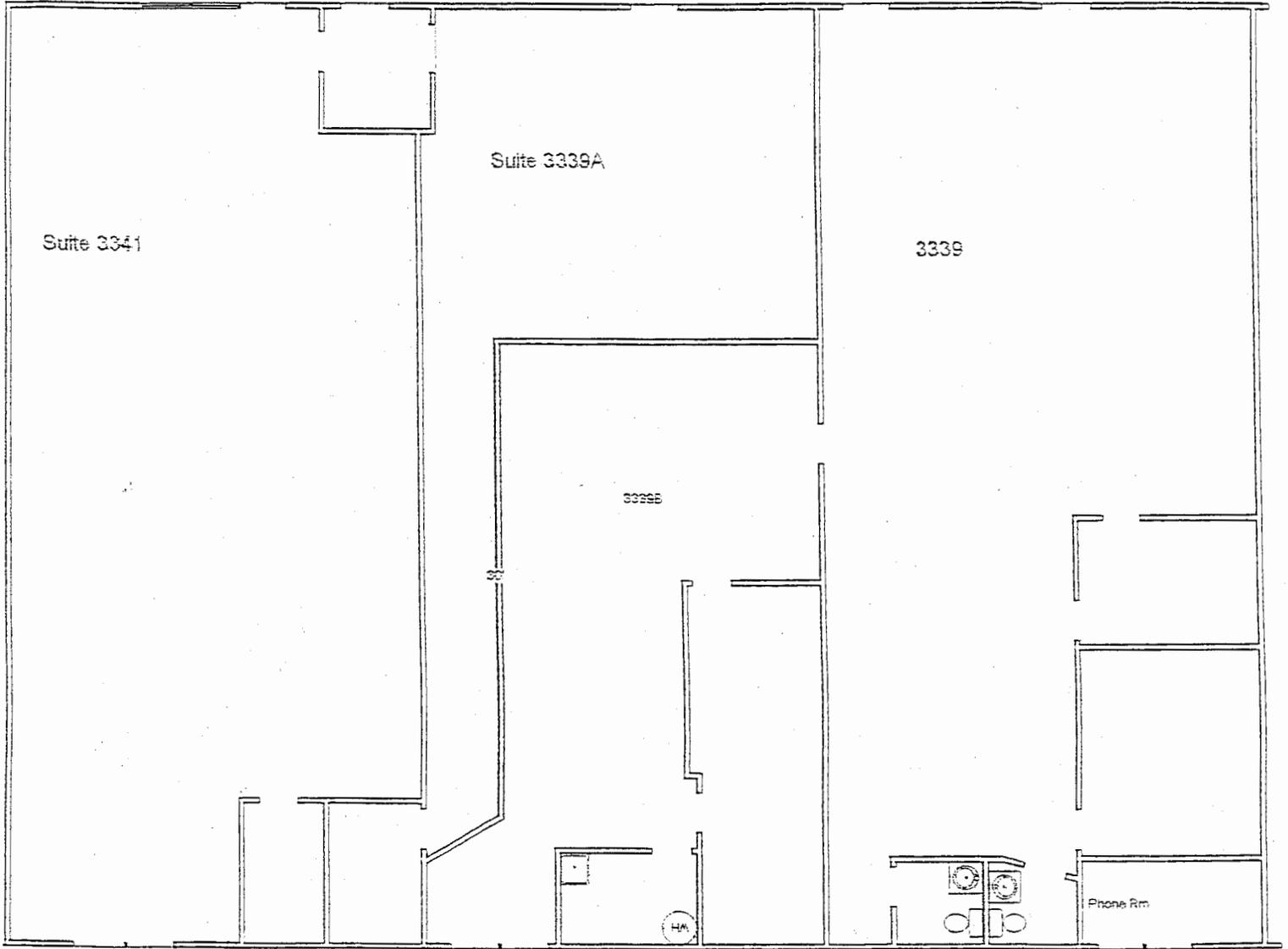
COPY

EXHIBIT "A" DESCRIPTION OF PREMISES

All of that certain retail space designated as 3339 Fairbanks, containing a floor area of approximately 1,471.5 square feet, more or less, and Suite 3339B Fairbanks containing a floor area of approximately 861 square feet, more or less and as more particularly described as highlighted in the plot plan attached hereto and made apart hereof as Exhibit "B", within the Alyeska Mall situated at 33rd Avenue and Fairbanks Street, Anchorage, Alaska.

Together with such appurtenant rights, easements and privileges to be enjoyed in common with all others entitled thereto in connection with the use and enjoyment of the above demised premises.

EXHIBIT "B" PREMISES PLOT PLAN



Alyeska Mall

FAMILY PARTNERSHIP CHARTER SCHOOL

SUITE 3339 & SUITE 3339B

EXHIBIT "A"

DESCRIPTION OF PREMISES

The lease premises (the "Premises") consists of all of that certain space designated as Suite 3339 and 3339B, containing a floor area of approximately 2,332.5 square feet, more or less, and as more particularly described in the plot plan as outlined in red and attached and made a part hereof as Exhibit "B" within the Ayleska Mall Building, situated at 33rd Avenue and Fairbanks Street, Anchorage, Alaska 99503.

Together with such appurtenant rights, easements and privileges to be enjoyed in common with all others entitled thereto in connection with the use and enjoyment of the above demised premises.

November 26, 2001

Family Partnership School
3337 Fairbanks Street
Anchorage, AK 99503

To Tim Scott
Principal

AGREEMENT TO LEASE

Dear Mr. Scott,

Pursuant to your negotiations with Romina Bentz, Resolution Management LLC (hereinafter referred to as RML), as managing agent for, A.S. Farm Limited Partnership and the Estate of Edwin Farm, herewith proposes the following lease terms for space in the Alyeska Mall.

LESSOR: A.S. Farm Limited Partnership and the Estate of Edwin Farm.

LESSEE: Anchorage School District – Family Partnership School

SPACE: 3339 –3341 Fairbanks Street
Anchorage, AK 99503
A.K.A. Alyeska Mall

AREA: As per Exhibit, 'A'
AREA 'A' Existing lease space pursuant to Lease dated 6/9/1999
Ste 3339 consisting of approximately 1,471 square feet of floor area.
Ste 3339B consisting of approximately 861 square feet of floor area.
Total Area 'A' = 2,332 sq ft.

AREA 'B' New lease space area
Ste 3339A consisting of approximately 766 square feet of floor area.
Ste 3341 consisting of approximately 1,400 square feet of floor area.
Total Area 'B' = 2,166 sq ft

Total Area 'A' AND 'B' Square Footage 4,498 square feet of floor area

TERM: Recognize that Area 'A' lease term is subject to that certain Lease dated June 9, 1999, with an expiration date of May 31, 2002. Said lease dated June 9, 1999 shall be Amended by Lease Amendment (Attached as Exhibit 'B') as follows:

1. Existing lease shall be extended for a period of one month and 3 years. Amended expiration date shall be **June 30, 2005** so as to coincide with Anchorage School District Fiscal Year termination date.
2. Add an additional 2,166 (Area 'B' as per Exhibit 'A'). Area 'B' shall commence upon Lessee's acceptance and possession of Lessor's improvements in writing but no later than **January 15, 2002** and shall terminate on **June 30, 2005**. Such acceptance shall not be unreasonably withheld. Lessor and

ASD Family Partnership Agreement to Lease

Lessee shall execute a Lease Commencement Agreement attached as Exhibit 'D' within seven (7) days of acceptance of Area B in the event acceptance and possession of Area B is other than January 15, 2002.

3. RENT:

Area 'A'

Lessee shall continue to pay **Three Thousand One Hundred Twenty Five and 55/100 Dollars** (\$3,125.55) per month until May 31, 2002 as per existing lease.

Area 'B'

For the term of January 15, 2002 through May 31, 2002 Lessee will pay to the Lessor a minimum monthly rental of **Three Thousand One Hundred Nineteen and 04/100 Dollars** (\$3,119.04) for Area B. *(2,166 sf @ \$1.44 psf)*. The rent for January 15, 2002 through January 31, 2002 shall be prorated in the amount of **One Thousand Seven Hundred, Forty-Three AND 24/100 Dollars (\$1,743.24)** for Area B. *($\frac{2,166sf @ \$1.44 psf = \$3,119.04 pm \times 12 months}{365 days} = \$102.543 per day \times 17 days$)*

Area A & B

The monthly rental for both Area 'A' and Area 'B' for the term June 1, 2002 through June 30, 2003 shall be **Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars** (\$6,477.12) *(4,498sf @ \$1.44 psf)*.

From July 1, 2003 until June 30, 2004, the monthly rental for both Area 'A' and Area 'B' shall be **Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12)** *(4,498sf @ \$1.44 psf)* plus the annual increase in the Consumer Price Index (CPI-U). The increase will be based on the CPI index for All Urban Consumers for Anchorage for the first half of 2002, January through June as the base.

From July 1, 2004 until June 30, 2005 the monthly rental shall be the monthly rental for the prior year plus the increase in the (Consumer Price Index) CPI-U. The increase will be based on the CPI index for All Urban Consumers for Anchorage for first half of 2003, January through June as the base.

SECURITY

DEPOSIT:

Lessee shall pay to Lessor additional funds to bring existing security deposit (non-interest bearing to Lessee) amount up to the sum equal to one month's rent for the term of the Lease prior to commencement of the Lease. Additional Security Deposit amount shall be payable resulting from the increase in area by the addition of Area B and shall be payable by certified check or money order and shall be a separate check from the First Months Rent check. The security deposit shall be increased from time to time to reflect changes in the monthly lease rate due to CPI increases).

OPTION TO

RENEW:

Two (2), one (1) year terms on rent, terms and conditions to be negotiated.

GENERAL

TAX:

Should the State of Alaska impose any general excise tax in the future, Lessee will pay with each payment of minimum rent or other charge an amount when added to said rent or other charge shall yield to Lessor, after deduction of all such taxes payable by Lessor, a net amount equal to that which Lessor would have realized had no taxes been imposed.

SIGNS: Signs will be kept uniform as far as their size, location and design. Lessee will submit to Lessor, plans prepared by a sign company or designer for Lessor's approval. Lessee shall be responsible for all charges for said signs to include labor, materials, and any permit fees and will comply with all governmental agencies' requirements. Lessor agrees to allow Lessee signage, subject to obtaining Lessor's consent as to the design and size.

UTILITIES: Lessor shall furnish the premises with electricity for normal lighting as well as heat, sewer, refuse, exterior window cleaning and snow removal. Lessee shall be responsible for the following utilities: Gas and Water. ✓

USE OF THE PREMISES: Lessee will use the demised premises as a **Business Office, Library and Classroom** and for no other purpose

JANITORIAL: Lessee shall be responsible for janitorial service of its demised premises. →

IMPROVEMENTS: Lessor to provide the following improvements to Area 'B' as per attached Architectural plans Exhibit "C" except for the costs to be paid and contributed to by Lessee as listed in the paragraph below.

Lessee agrees to contribute the following amounts towards the Tenant Improvements for Area 'B'. This amount shall be paid to Lessor no later than January 15, 2002.

| | |
|--------------------------|-----------------|
| 1. New office build outs | \$7,880 |
| 2. Additional electrical | <u>\$7,200</u> |
| Total | \$15,080 |

SPECIAL

- CONDITIONS:**
1. All improvements, fixtures, etc. except trade fixtures that are installed by Lessee during Lessee's tenancy shall remain in the leased space and become the property of the Lessor upon expiration of the lease, or any extension thereof, unless Lessor provides written notice to Lessee within 90 days of the expiration of the lease term that such improvements, fixtures, etc. are to be removed by Lessee at the end of the Lease term.
 2. Lessee has inspected the premises and has had an opportunity to determine the condition of the premises and agrees to accept the condition of the premises in an "As Is" condition, subject only to the improvements to be made by Lessor.

FINANCIAL

CONDITION: This offer is subject to review and approval of Lessee's updated financial condition. Lessee shall provide detailed and complete financial statements to Lessor within 5 days of the date of Lessee's execution hereof. Lessee shall also authorize the ordering of a credit check of Lessee. If Lessor does not reject Lessee on the basis of Lessee's financial condition or credit report within 10 days of receipt of such financial statements and credit report, then Lessee's financial condition shall be deemed satisfactory and this offer shall be in full force and effect. If Lessor rejects Lessee on the basis of Lessee's financial condition and/or credit report, then this offer shall be

deemed void and neither Lessor nor Lessee shall have any rights against the other with respect thereto.

PERSONAL

GUARANTY: Lessee shall provide the personal guaranty of Lessee's obligation under the Offer and under the Lease by (i) all of Lessee's principal shareholders (if a corporation) or (ii) by all of Lessee's partners (if a partnership) or (iii) by all principal owners (if any other entity). Lessee shall cause such guarantors to submit a complete financial statement simultaneously with the submission of Lessee's financial statements.

AMENDMENT
OF LEASE

FORM: The modifications set forth in this Agreement shall be placed on Lessor's standard Amendment of lease form (a copy of which is attached as Exhibit "B" and by reference made an integral part of this agreement), which shall be modified as follows:

1. To the extent that there is a conflict in terms between this letter agreement and the standard form of Amendment of lease, this letter agreement will control.
2. The Amendment of Lease shall not be recorded. If recording is required, it shall be done on a short form Amendment of lease as prepared by Lessor at Lessee's expense. Lessee shall pay any recording or taxes associated with recording of the short form Amendment of lease.

TIME IS OF THE

ESSENCE: It is understood that time is of the essence of this Agreement.

OFFER: This offer shall expire unless otherwise accepted no later than Friday, November 30, 2001 at 5:00 P.M.

If the above terms and conditions are agreeable, please sign in the space provided below and return this letter to our office no later than the state deadline. The enclosed copy is for your files. Upon receipt of your acceptance, we will draft your lease agreement. Thank you for your interest.

Sincerely,

Garret S. Wong, President
Resolution Management LLC
Managing Agent for Alyeska Plaza Mall

Date

I/WE HEREBY ACCEPT, APPROVE AND ACKNOWLEDGE THE ABOVE TERMS AND CONDITIONS:

LESSEE: Anchorage School District,

ASD Family Partnership Agreement to Lease

Family Partnership School

By _____

Date _____

Attachments:

- Exhibit "A" Floor plan
- Exhibit "B" Lease Extension Addendum to Lease dated 6/9/1999
- Exhibit "C" Architectural Plans for new lease space (Area 'B')
- Exhibit "D" Lease Commencement Agreement

SECOND AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE made and executed this 7th day of December, 2001 by and between **Resolution Management LLC as Management Agent for A.S. Farm Limited Partnership and the Estate of Edwin Farm as successor of Alexander Farm and Edwin Farm**, whose place of business and post office address is 405 West 27th Avenue, Anchorage, Alaska 99503, hereinafter called "Lessor", and **Anchorage School District, Family Partnership School**, whose post office address is 3339 FAIRBANKS ST ANCHORAGE AK 99503, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, by that certain Indenture of Lease described hereinbelow, Lessor did convey the following leasehold interest to Lessee:

ALL of the right, title, and interest in and to that certain Indenture of Lease dated **June 9, 1999**, made and executed by and between **Suburban Land Sales Corp., as Management Agent of Alexander Farm and Edwin Farm**, as Lessor, and **Anchorage School District, Family Partnership School**, as Lessee, and as amended dated June 21, 2000, the real property by said Indenture of Lease demise being more particularly described as follows:

ALL of that certain office space designated as Suite No. **3339 and 3339B** containing a floor area of approximately **2,332.5** square feet, more or less, within the **Alyeska Mall Building**, situated at **33rd Avenue and Fairbanks Street, Anchorage, Alaska 99503**, and

Together with such appurtenant rights, easements and privileges to be enjoyed in common with all others entitled thereto in connection with the use and enjoyment of the above demised premises.

NOW THEREFORE, in consideration of the premises, Lessor and Lessee have mutually agreed to amend said Lease as hereinafter set forth:

- To amend **Exhibit "A" Description of Premises** to read as follows:
 "The lease premises (the "Premises") consists of all of that certain space designated as Suite 3339 consisting of approximately 1,471 square feet of floor area and Suite 3339B consisting of approximately 861 square feet of floor area for a total Area 'A' = 2,332 square feet, more or less. Commencing upon Lessee's acceptance and possession of Lessor's improvements in writing but no later than January 15, 2002, the lease premises shall be increased by adding Suite 3339A consisting of approximately 766 square feet of floor area and Suite 3341 consisting of approximately 1,400 square feet of floor area for a total Area "B" = 2,166 square feet, more or less. Total Area 'A' and 'B' square footage is approximately 4,498 square feet of floor area, more or less, and as more particularly described in the plot plan as outlined in red and attached and made a part hereof as Exhibit "A" within the Alyeska Mall Building, situated at 33rd Avenue and Fairbanks Street, Anchorage, Alaska 99503."

EXHIBIT _____
Page _____ of _____

2. To amend Section 3 Term by extending the termination of the lease from May 31, 2002 for a period of one month and 3 years to expire on June 30, 2005 so as to coincide with Anchorage School District Fiscal Year termination date. If Lessee has accepted and taken possession of Area B on a date other than January 15, 2002, Lessor and Lessee shall execute a Lease Commencement Agreement attached as Exhibit 'B' within seven (7) days of acceptance of Area B setting forth the commencement date of possession of Area B.

3. To amend Section 6. Rent as follows:

"Lessee covenants and agrees to pay Lessor as rental for said premises a minimum monthly rental of Three One Hundred Twenty Five and 55/100 Dollars (\$3,125.55) per month until May 31, 2002 for Area A.

For the term of January 15, 2002 through May 31, 2002 Lessee will pay to the Lessor minimum monthly rental of Three Thousand One Hundred Nineteen and 04/100 Dollars (\$3,119.04) for Area B (2,166sf @ \$1.44 psf). The rent for January 15, 2002 through January 31, 2002 shall be prorated in the amount of One Thousand Seven Hundred, Forty-Three and 24/100 Dollars (\$1,743.24) for Area B. (2,166sf @ \$1.44 psf = \$3,119.04 pm x 12 months, divided by 365 days = \$102.543 per day x 17 days)

The monthly rental for both Area 'A' and Area 'B' for the term June 1, 2002 through June 30, 2003 shall be Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12) (4,498sf @ \$1.44 psf).

From July 1, 2003 until June 30, 2004, the monthly rental for both Area 'A' and Area 'B' shall be Six Thousand Four Hundred, Seventy-Seven AND 12/100 Dollars (\$6,477.12) (4,498sf @ \$1.44 psf) plus the annual increase in the Consumer Price Index (CPI-U). The increase will be based on the CPI index for All Urban Consumers for Anchorage for the first half of 2002, January through June as the base.

From July 1, 2004 until June 30, 2005 the monthly rental shall be the monthly rental for the prior year plus the increase in the (Consumer Price Index) CPI-U. The increase will be based on the CPI index for All Urban Consumers for Anchorage for first half of 2003, January through June as the base.

CPI shall mean the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor and Statistics (BLS), U.S. Department of Labor, Anchorage, Alaska Region - 1982-84 = 100 or any other renamed local index covering the Anchorage Metropolitan Area. If the BLS changes the publication frequency of the CPI so that a CPI is not available to make a cost of living adjustment of rent as specified herein, the cost of living adjustment shall be adjusted on the percentage difference between the CPI for the closest preceding month for which a CPI is available and the CPI for the Base Month as defined in this Lease. If the BLS changes the base reference period for the CPI from 1982-84 = 100, the cost of living adjustment shall be determined with the use of such conversion formula or table as may be published by the BLS. If the BLS otherwise substantially revises or ceases publication of the CPI, then a substitute index for determining cost of living adjustments issued by the BLS or by a reliable governmental or other non-partisan publication, shall be reasonably designated by Lessor."

4. ~~To amend Section 9. SECURITY DEPOSIT by adding the following language to the end of the paragraph:~~

~~"Lessee shall pay to Lessor additional funds to bring existing security deposit (non-interest bearing to Lessee) amount up to equal Six Thousand Four Hundred, Seventy-Seven~~

EXHIBIT

~~and 12/100 Dollars (\$6,477.12) for the term of the Lease with the execution of this Amendment. Additional Security Deposit amount shall be payable by certified check or money order and shall be a separate check from the First Months Rent check. The security deposit shall be increased from time to time to reflect changes in the monthly lease rate due to CPI increases."~~

*AW
12/12/2001
12/18/01*

5. To add a new Section to read **OPTION TO RENEW**: "While not in default of any of the terms of the lease, two (2), one (1) year terms on rent, terms and conditions to be negotiated. Lessee shall give ninety (90) days written notice to Lessor of its exercise of its option to renew. Lessor to base renewal rent on fair market value of the space within sixty (60) days of receipt of written notice of exercise of option to renew from Lessee."

6. To add a new Section to read **IMPROVEMENTS**: "Lessor to provide the following improvements to Area 'B' as per attached Architectural plans Exhibit "C" except for the costs to be paid and contributed to by Lessee as set forth herein. Lessee agrees to contribute the following amounts towards the Tenant Improvements for Area 'B'. This amount shall be paid to Lessor no later than January 15, 2002.

| | |
|---------------------------------------|-----------------|
| a. New office build outs | \$7,880 |
| b. Additional electrical/data cabling | \$7,200 |
| Total | \$15,080 |

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between Lessor and Lessee that this Amendment of Lease shall be effective as of the date hereof, and that all of the terms, covenants, provisions, and conditions of said Lease, as heretofore and herein amended, shall remain in full force and effect for the full term thereof and said Lease as heretofore and herein amended is ratified and confirmed as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Lessor **A.S. Farm Limited Partnership
and the Estate of Edwin Farm
(Successor of Alexander Farm and Edwin Farm)**

By *Garret Wong*
Garret Wong, President
Resolution Management LLC
Management Agent for Ship Creek Center

Date 12-7-2001

Lessee **Anchorage School District,
Family Partnership School**

By *[Signature]*
It's Principal

Date 12-17-2001

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 7 day of December, 2001,
before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned
and sworn, personally appeared Garnet S. Wong, to me known to be
the person described in and who executed the above and foregoing instrument, and
acknowledged to be that he/she signed the same freely and voluntarily for the uses and
purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above
written.



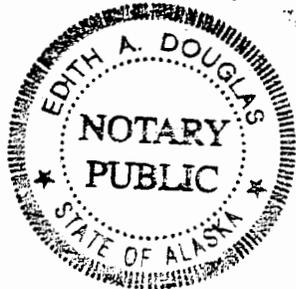
Notary Public, Third Judicial District
State of Alaska
My commission expires 7/31/05

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 12th day of December, 2001,
before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned
and sworn, personally appeared Timothy R Scott, to me known to be
the person described in and who executed the above and foregoing instrument, and
acknowledged to be that he/she signed the same freely and voluntarily for the uses and
purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above
written.

Edith A. Douglas



Notary Public, Third Judicial District
State of Alaska
My commission expires 3/24/2002

EXHIBIT _____
Page _____ of _____

PTP Management, Inc.
2550 Denali Street, suite 500
Anchorage, Alaska 99503
(907) 561-4010 / (907) 562-6387 [Fax]

Memo

To: Alyeska Plaza Tenants

From: Roxy Huls, Property Manager

R. Huls

Date: September 30, 2002

Re: Maintenance

It has come to my attention that there are some concerns regarding maintenance issue with repairs and maintenance inside your suites. Your Lease document Section: Maintenance & Repairs is very self explanatory regarding the responsibilities of the Lessee and the Landlord. The PTP Management, Inc. staff, and particularly myself, are available to assist you in any way we can if you need a contractor for repairs and maintenance. Unlike the previous management company we do not have maintenance staff available. All of our contractors are bonded, insured and provide the best service at a fair rate to our Tenants. If at any time you need a contractor for lighting, plumbing or other miscellaneous repairs we have a list of preferred contractors available to you.

If you have any questions regarding this memo I can be reached at 561-4010.

\2002 (2749)

Lessor all reasonable costs incurred by Lessor as a result of approving such consent. Any background music devices installed with the consent of the Lessor shall not be operated so as to be distinctively audible from the common areas.

ARTICLE V

MAINTENANCE AND REPAIRS AND ALTERATIONS

5.1 **LESSEE'S MAINTENANCE OF PREMISES.** Except as herein expressly provided, Lessee will at its own expense, from time to time and at all times during said term, substantially repair, maintain, amend and keep all non-structural portions and interior finished surfaces of the demised premises, including, without limiting the generality of the foregoing, all windows, doors, glass, show window moldings, utility pipes, drains, ducts, plumbing, HVAC systems within demised premises (if any), including but not limited to ducts, registers, plenums, compressors, motors, condensing units, controls, switches, piping, insulation, pumps, platforms, and other devices associated with the HVAC system; electrical systems, equipment, machinery, interior facings and finishes, partitions, signs, lighting and plumbing fixtures, floors, and floor coverings, ceilings and ceiling finishes with all necessary reparations and replacements whatsoever, in good order, condition and repair (including reasonably periodic painting of the interior). Lessee will also, at its own expense, from time to time and at all times during said term, will and substantially restore, repair, maintain, amend and keep all improvements now or hereafter built or made within the demised premises with all necessary reparations and amendments whatsoever, in good and safe repair, order and condition, except for damage caused by Lessor's negligent acts following the commencement of this lease and for the term of this lease, and except for any perils covered by the standard fire and extended coverage insurance policy. Lessee shall also keep the common areas clean from rubbish which arises from their operation within the demised premises. Lessee will at all times during the term of this lease and any extension thereof, keep the demised premises in a strictly clean and sanitary condition and will repair and make good all defects, required by the terms of this lease to be repaired and made good by Lessee within thirty (30) days after the Lessor or its agents have given written notice of such repair and/or defect.

5.2 **LESSOR'S INSPECTION.** The Lessee will allow the Lessor and the agents of the Lessor, at reasonable times to enter upon said premises and examine the condition thereof, and will promptly make good any defects for which the Lessee may be responsible hereunder within fifteen (15) days after written notice thereof, or sooner if the nature of such condition or the delay in its repair would cause, or create the risk of further damages to the premises. If the Lessee refuses or neglects to commence such repairs and complete the same within said period, the Lessor may, but shall not be obligated to, make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the property, profession,

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Bylaws of Family Partnership Charter School A Nonprofit Corporation

Fourth Amended Edition

Adopted by the Academic Policy Committee on October 14, 2003

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Article 1 – Offices

The principal office of the corporation shall be located in the City of Anchorage and the State of Alaska. The corporation shall have and continuously maintain in the State of Alaska a registered office, and a registered agent whose office is identical with such registered office, as required by the Alaska Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the City of Anchorage, State of Alaska, and the address of the registered office may be changed from time to time by the Academic Policy Committee/Board of Directors.

Article II - No Members

The corporation shall have no members. However, the Academic Policy Committee/Board of Directors shall proactively encourage participation in the affairs of the corporation by parents, students, teachers and staff members of the Family Partnership Charter School. As set forth in these bylaws, parents, students and teachers shall have voting rights regarding the election of the Academic Policy Committee/Board of Directors.

Article III - Meetings

Section 1. Annual meeting. An annual meeting of the Academic Policy Committee/Board of Directors shall be held on the second Tuesday in May of each year beginning with the year of 1998, at the hour of 6:15 o'clock p.m. for the purpose of culminating the election of members of the Academic Policy Committee/Board of Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Alaska, such meeting shall be held on the next succeeding business day at the time set forth above. If the election of membership to the Academic Policy Committee/Board of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Academic Policy Committee/Board of Directors shall cause the election to be held at a special meeting as soon thereafter as it conveniently may be held. The Academic Policy Committee/Board of Directors shall also meet at least monthly. Parents, students, teachers and staff members of the Family Partnership Charter School shall be invited to such meetings and a notice of the meeting date or dates shall be posted at the principal office of the corporation and on the web page maintained by the corporation at least one week prior to the start of any meeting.

Section 2. Special Meetings. Special meetings of the Academic Policy Committee/Board of Directors may be called by the president or any three members of the Academic Policy Committee/Board of Directors. Notice shall be given as specified in Article III, Section 5.

Section 3. Place of Meeting. The Academic Policy Committee/Board of Directors may designate any place within the City of Anchorage as the place of meeting for any annual meeting or for any special meeting. If no designation is made or if the special meeting is otherwise called, the place of meeting shall be the principal office of the corporation. However, if all voting members of the Academic Policy Committee/Board of Directors shall meet at any time and place, either within or without the State of Alaska, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken except for the election of members of the Academic Policy Committee/Board of Directors which is to take place as set forth in Article II §1 alone.

Section 4. Executive Sessions. The voting members of the Academic Policy Committee/Board of Directors may meet at any time in executive session to discuss personnel, legal or other sensitive issues.

Section 5. Notice of Meetings. Notice of monthly or special meetings stating the place, day, ~~and~~ hour, and agenda of any meeting shall be delivered, either personally, by mail or by e-mail, to each member of the Academic Policy Committee/Board of Directors not less than one week before the date set for such meeting. In addition, notice of the meeting and the agenda for the meeting shall be posted at the principal office of the corporation and on the web site maintained by the corporation at least one week prior to such meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose of purposes for which the meeting is called shall be stated in the notice.

Section 6. Informal Action by Members. Any action required by law to be taken at a meeting of the Academic Policy Committee/Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all voting members of the Academic Policy Committee/Board of Directors entitled to vote with respect to the subject matter thereof. Meeting minutes may be approved by majority vote over e-mail.

Section 7. Quorum. Greater than fifty-percent (50%) of the voting members of the Academic Policy Committee/Board of Directors constitutes a quorum. If a quorum is not present at any meeting of members of the Academic Policy Committee/Board of Directors, a majority of the members present may adjourn the meeting from time-to-time without further notice.

Section 8. Manner of Acting. The act of a majority of the members of the Academic Policy Committee/Board of Directors at a meeting at which a quorum is present shall be the act of the Academic Policy Committee/Board of Directors, unless the act of a greater number is required by law or by these bylaws.

Section 9. No Proxies. Members of the Academic Policy Committee/Board of Directors may not vote by proxy.

Article IV - Academic Policy Committee/Board of Directors

Section 1. General Powers. The affairs of the corporation shall be managed by its Academic Policy Committee/Board of Directors. The Academic Policy Committee/Board of Directors shall be a single body. In addition to managing the corporation, the Academic Policy Committee/Board of Directors shall fulfill the duties prescribed in A.S. 14.03.250 *et. seq.*, and as set forth in these bylaws and shall perform the following functions:

1. The Academic Policy Committee/Board of Directors shall uphold the mission statement as stated in the Family Partnership Charter School/Anchorage School District contract dated July 1997 and oversee accountability in academics, legal/risk management, finances, operations/maintenance, ASAA activities, and capital budgeting issues of the Family Partnership Charter School. The mission statement of Family Partnership Charter School is found in section 4.1 of the school charter and is quoted in its entirety as follows...

“The charter school is committed to a framework in which mankind’s first and most basic school, the home, is supported by the community as a viable education alternative, The charter school is to be a nonsectarian partnership school between students, parents, professional educators and community members where as many families as desire will customize an education for their children. It is an association of family based learners who will utilize a school without walls wherein parents are to bear the primary responsibility for the management of their children’s education. The charter school promotes educational choice at the individual level and facilitates a diversity of teaching/learning styles.”

2. The Academic Policy Committee/Board of Directors shall ensure that Family Partnership Charter School, Inc. operates as a nonprofit, nonpartisan, noncommercial and nonsectarian organization. The names of members of the Academic Policy Committee/ Board of Directors or the name of Family Partnership Charter School, Inc. or the names of any member in their official capacities shall not be used in connection with a commercial concern or with any partisan interest or for any purpose not appropriately related to the promotion of the responsibilities of the Academic Policy Committee/Board of Directors.
3. No members of the Academic Policy Committee/Board of Directors shall act on his/her own in the name of the Academic Policy Committee/Board of Directors unless so authorized by these bylaws or by resolution of the Academic Policy Committee/Board of Directors.
4. The Academic Policy Committee/Board of Directors shall promote professional conduct in accordance with Anchorage School District policy.
5. The Academic Policy Committee/Board of Directors shall select a chief administrator and assign duties as required for the administration of Family

Partnership Charter School;

6. The Academic Policy Committee/Board of Directors shall hire additional administrative staff or resource teachers as it, in its discretion, believes is necessary;
7. The Academic Policy Committee/Board of Directors shall monitor the overhead rate and take steps to cut school administrative costs if such measures are required;
8. The Academic Policy Committee/Board of Directors shall rule on questions of teacher eligibility and contract viability that are raised by the chief administrator;
9. The Academic Policy Committee/Board of Directors shall select qualified directors or coaches for ASAA activities if Family Partnership Charter School, Inc. participates;
10. The Academic Policy Committee/Board of Directors shall review contracts upon request of the chief administrator;
11. The Academic Policy Committee/Board of Directors shall review requests for purchase of materials initially denied by the chief administrator, provided such request is sponsored by a member of the Academic Policy Committee/Board of Directors.

Section 2. Number, Tenure and Qualifications. The initial Academic Policy Committee/Board of Directors shall consist of the following members for the terms indicated:

- Seat A/Parent. Dave Titus. Term expires June 1998.
- Seat B/Teacher. Happy Chronister. Term expires June 1998.
- Seat C/Parent. Janet Powell. Term expires June 1999.
- Seat D/Parent. Glen Biegel. Term expires June 1999.
- Seat E/Parent. Jo Ann Miller. Term expires June 1999.
- Seat F/Parent. Kathi Buher. Term expires June 2000.
- Seat G/Parent. Steve Henslee. Term expires June 2000.
- Seat H/Teacher. Susan Weston. Term expires June 2000.
- Seat I/Student. Steven Powell. Term expires June 1998.

Thereafter, the number of Committee Members/Directors constituting the entire board shall be

nine (9) voting members. Six (6) of the members shall be eligible parents; two (2) of the members shall be eligible teachers; and one (1) of the members shall be an eligible high school student. The

chief administrator of the Family Partnership Charter School shall be an ex-officio member of the Academic Policy Committee/Board of Directors but shall not have voting rights. The Anchorage School District may select one (1) ex-officio member of the Academic Policy Committee/Board of Directors to represent the Anchorage School District but such representative

shall not have voting rights. In addition, one non-voting "shadow" student seat will be filled by an eligible high school student. All expiring Committee/Board terms shall terminate on the last day

of June, in the year of expiration. The eligibility requirements for Academic Policy Committee membership are as follows:

1. Parents. Excluding the initial Academic Policy Committee/Board of Directors, as set forth above, all parent members of the Academic Policy Committee/Board of Directors must be the parent or legal guardian of a student enrolled in Family Partnership Charter School. No parent or legal guardian who has the credentials to serve as a Family Partnership Charter School Alaska certified teacher is eligible to occupy a parent seat on the Academic Policy Committee/Board of Directors.
2. Teachers. Teacher members of the Academic Policy Committee/Board of Directors must be either (a) Anchorage School District teachers under contract with one or more Family Partnership Charter School students or (b) Parents or legal guardians of FPCS students who have an Alaska certified teaching certificate even if they don't have one or more contracts with FPCS students. A Family Partnership Charter School teacher whose children are enrolled in the school may occupy a teacher seat but not a parent seat on the Academic Policy Committee/Board of Directors.
3. Students. All student members of the Academic Policy Committee/ Board of Directors must be high school students enrolled in the school. The voting student seat must be occupied by a sophomore, junior or senior. The shadow seat must be a freshman, sophomore or junior. A senior will be considered for the shadow seat if no other students volunteer.
4. With the exception of the student member, no more than one member of a household may sit on the Academic Policy Committee / Board of Directors at the same time.
5. Members of the Academic Policy Committee/Board of Directors are required to have e-mail and internet access. Internet service may be paid for by the school. If a potential member does not have a computer, one may be available for loan.

Section 3. Election of Members. The terms of the initial members of the Academic Policy Committee/Board of Directors shall be as set forth above. Thereafter, terms of office shall be for three (3) years for parents and teachers. The voting student representative shall hold office for one (1) year. The non-voting shadow student shall occupy their seat for one (1) year; if eligible and willing to continue, the shadow student will become the 'voting' student representative for an additional one (1) year. Elections shall be held at the expiration of the term of members of the Academic Policy Committee/Board of Directors as follows:

Section 3.1. The Nominating Committee. In November of each year, the Academic Policy Committee/Board of Directors shall elect a nominating committee of three (3) persons. The composition of the committee shall be two parents who are eligible to vote for a parent seat and one teacher who is eligible to vote for a teacher seat. Of these three, at least one person shall be a member of the Academic Policy Committee/Board of Directors. The nominating committee shall oversee the election process for positions on the Academic Policy Committee/Board of Directors. Elections shall culminate at the annual meeting of the Corporation. The nominating committee shall do the following:

1. Publicly announce (by a single mailing and on the Family Partnership Charter School web site) upcoming open seats on the Academic Policy Committee/Board of Directors, purpose and responsibilities of the board, timeline for election and election events to the entire Family Partnership Charter School population by December.
2. Accept applications from and verify eligibility of candidates for membership to the Academic Policy Committee/Board of Directors. Nominations begin January 1 and close March 31.
3. In its discretion, nominate individuals who have not submitted an application as candidates for positions on the Academic Policy Committee/Board of Directors. All individuals nominated must grant their permission.
4. The committee will compile an information packet to be given to all candidates which will contain, but is not limited to, the following information; timeline for election and election events, explanation of how the candidate can participate in election events, list of resources for acquiring information pertinent to Family Partnership Charter School specifically and charter schools in general, list of questions and information needed to compile the voter's election guide.
5. Organize a candidate open forum to be held on the first Thursday of May at the principal office of the corporation or at another location to be determined by the nominating committee and announced in the December mailing.
6. Prepare a voter's election guide which will include a brief statement not to exceed two typewritten pages from candidates. Copies shall be available at the principal office of the corporation and sent by mail to all parents, students, teachers, and staff members of the Family Partnership Charter School by April 30.
7. Prepare a secret ballot listing the candidates. No write-in votes will be counted.
8. Ensure that an up-to-date master list of qualified voters is compiled and verified by the Family Partnership Charter School registrar and chief administrator within one week preceding the election.
9. Distribute the secret ballots according to accepted election procedures and oversee the election so that it is conducted in a fair manner.
10. Advise the candidates and the Academic Policy Committee/Board of Directors of the election results in writing.

11. Prepare a report stating the results of the election which report shall be kept at the principal office of the corporation and be made available for review by interested parents, students, teachers, or staff members of the Family Partnership Charter School.

Section 3.2. Eligibility to Vote. Eligibility to vote in elections for members of the Academic Policy Committee/Board of Directors shall be as follows:

1. Parents. Parents or legal guardians of one or more students enrolled in the Family Partnership Charter School one week prior to the election, with the exception noted below, are eligible to vote for parent representatives. Parents who are Alaska certified teachers and are otherwise eligible to enter into contracts with Family Partnership Charter School families are not eligible to vote for parent seats on the Academic Policy Committee/Board of Directors.
2. Teachers. Anchorage School District teachers having one or more contracts with Family Partnership Charter School students are eligible to vote for teacher representatives on the Academic Policy Committee/Board of Directors. A parent or legal guardian who has the credentials to serve as a Family Partnership Charter School teacher is eligible to vote for teacher representatives. A teacher whose children are enrolled in the school is eligible to vote for teacher representatives but not parent representatives.
3. Students. Students in grades 6th through 12th who are enrolled in the Family Partnership Charter School one week prior to the election are eligible to vote for student representatives.

Section 3.3. Vacancies. Any vacancy occurring on the Academic Policy Committee/Board of Directors shall be filled by the remaining members of the Academic Policy Committee/Board of Directors by majority vote. A vacancy shall be announced publicly and members of FPCS who are eligible to hold the vacated seat shall be encouraged to submit their name to the Academic Policy Committee/Board of Directors for consideration in filling the vacancy. The replacement member of the Academic Policy Committee/Board of Directors shall serve out the unexpired term of his or her predecessor in office.

Section 3.4. Compensation. Members of the Academic Policy Committee/Board of Directors shall not receive any salaries for their services, but by resolution of the Academic Policy Committee/Board of Directors a fixed sum for the expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Academic Policy Committee/Board of Directors. Nothing contained herein shall be construed to preclude any member of the Academic Policy Committee/Board of Directors from serving the corporation in any other capacity and receiving compensation therefore.

Section 3.5. Limitation on Terms. No member of the Academic Policy Committee/Board of Directors shall serve more than two (2) consecutive terms.

Article V – Officers

Section 1. Officers. The officers of the corporation shall be chairman/president, one or more vice-chairmen/vice presidents (the number thereof to be determined by the Academic Policy

Committee/Board of Directors), and a secretary/treasurer, each of which shall also serve as a member of the Academic Policy Committee/Board of Directors. The Academic Policy Committee/Board of Directors may elect such other officers, including one or more assistant secretaries or treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Academic Policy Committee/Board of Directors.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Academic Policy Committee/Board of Directors at the first meeting of the Academic Policy Committee/Board of Directors of each fiscal year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be held. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until he or she is removed from the Academic Policy Committee/Board of Directors for any reason.

Section 3. Removal. Any officer elected or appointed by the Academic Policy Committee/Board of Directors may be removed by the Academic Policy Committee/Board of Directors whenever in its judgment the best interest of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by majority vote of the APC the Academic Policy Committee/Board of Directors for the unexpired portion of the term.

Section 5. Chairman/President. The chairman/president shall be the presiding officer at all meetings. The chairman/president shall have such authority and perform such duties as shall be directed by the Academic Policy Committee/Board of Directors by majority vote. Any parent member of the Academic Policy Committee/Board of Directors may serve as chair.

Section 6. Vice-Chairman/Vice-President. In the absence of the chairman/president, or in the event of his or her death, inability or refusal to act, the vice chairman/vice president (or in the event there be more than one vice chairman/vice president, the vice chairmen/vice presidents in order of their election) shall perform the duties of the chairman/president, and one so acting, shall have all the powers of and be subject to all the restrictions upon the chairman/president. Any vice chairman/vice president shall perform such other duties as from time to time may be assigned to him or her by the Academic Policy Committee/Board of Directors by majority vote.

Section 7. Secretary. The secretary shall keep the minutes of the meetings of the Academic Policy Committee/Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents which require a seal; keep a list of the post office address and e-mail address of each member of the Academic Policy Committee/Board of Directors and in general perform such other duties as from time to time may be assigned to him or her by the Academic Policy Committee/Board of Directors by majority vote.

Section 8. Treasurer. If required by the Academic Policy Committee/Board of Directors, the secretary/treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Academic Policy Committee/Board of Directors shall determine. The cost of such bond must be born by the corporation. The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation at such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws; and in general perform all such other duties as from time to time may be assigned to him or her by the Academic Policy Committee/Board of Directors.

Article VI – Committees

Section 1. Committees of Directors. The Academic Policy Committee/Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Academic Policy Committee/Board of Directors in the management of the Corporation; provided, however, that no such committee shall have authority of the Academic Policy Committee/Board of Directors in reference to amending, altering or repealing the bylaws; electing, appointing or removing any member of any such committee or any director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation, authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Academic Policy Committee/Board of Directors, or any individual director, of any responsibility imposed upon it to him/her by law.

Section 2. Standing Committees. Committee members may be volunteers from the Family Partnership Charter School population unless otherwise stated within these bylaws. If volunteers are not readily forthcoming the Academic Policy Committee/Board of Directors may appoint committee members by vote of the majority of the board. Committee members serve at the pleasure of the Academic Policy Committee/Board of Directors. Each standing committee reports to the Academic Policy Committee/Board of Directors and does not have nor exercise the authority of the Academic Policy Committee/Board of Directors. The Family Partnership Charter School chief administrator is tasked with ensuring that each committee is supplied with all documents and information relevant to the duties of the committee. The following standing committees are to be active each year:

1. Business/finance committee; this committee shall review and monitor business practices, projected and actual budgets, overhead expenses, the handling of grant

monies, operations/maintenance, and other relevant issues related to the finances of the school. The Family Partnership Charter School business manager shall serve as a nonvoting ex-officio member of this committee.

2. Academic committee; this committee shall review and monitor enrollment practices, academic policies, teacher contract issues, student eligibility issues, and other issues relevant to the academic accountability of the school. The Family Partnership Charter School chief administrator shall serve as a nonvoting ex-officio member of this committee.
3. Legal/risk management committee; this committee shall review and monitor all legal and risk management issues concerning Family Partnership Charter School.
4. Nominating committee; as discussed in Article VI Section 3.1 of these bylaws.

Section 3. Other Committees. Other committees not having nor exercising the authority of the Academic Policy Committee/Board of Directors in the management of the Corporation may be appointed by vote of the majority of the board. The chairman/president shall be an ex-officio member of all such committees.

Section 4. Procedures of committees. The Academic Policy Committee/Board of Directors by majority vote of the board may prescribe the manner in which the proceedings of any committee are to be conducted. In the absence of such prescription the committee, by majority vote of its members may prescribe the manner of conducting its proceedings.

Section 5. Meetings of committees. The meetings of a committee may be called by a majority vote of the Academic Policy Committee/Board of Directors, by the chairperson of the committee, or by a majority of the committee's voting members. Each committee shall meet as often as necessary to perform its duties. Notice of a committee meeting may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting, unless otherwise prescribed by the Academic Policy Committee/Board of Directors by majority vote of the board.

Section 6. Committee reports. Committees will provide a written report to the Academic Policy Committee/Board of Directors. Content of committee reports must be approved by a majority of the committee members.

Section 7. Resignation of committee members. Any member of a committee may resign at any time by giving written or verbal notice to the committee chairman. The Academic Policy Committee/Board of Directors may appoint, by majority vote, an individual or individuals to fill a vacancy on any committee.

Article VII - Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Academic Policy Committee/Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and

on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation may be signed as determined by resolutions of the Academic Policy Committee/Board of Directors.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academic Policy Committee/Board of Directors may select.

Section 4. Gifts. The Academic Policy Committee/Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or device for the general purposes or for any special purpose of the Corporation.

Article VIII - Fiscal Year

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

Article IX – Seal

The Academic Policy Committee/Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Family Partnership Charter School, Inc., Corporate Seal of State of Alaska."

Article X - Waiver of Notice

Whenever any notice is required to be given under the provisions of the Alaska Nonprofit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article XI - Parliamentary Authority

The rules contained in *Robert's Rules of Order, Simplified and Applied*, as amended or updated, shall govern procedures at all Academic Policy Committee/Board of Directors meetings except to the extent such Rules of Order are inconsistent with these bylaws, the corporate articles of incorporation, the Alaska Nonprofit Corporation Act or applicable statutes, regulations, laws, or

resolutions adopted by the Academic Policy Committee/Board of Directors in which event the referenced Rules of Order shall not apply.

Article XII - Amendments to Bylaws

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a two-thirds vote of the Academic Policy Committee/Board of Directors who are present at any regular meeting or any special meeting (where a quorum is present) provided that the proposed change in the bylaws has been submitted in writing to the members of the Academic Policy Committee/Board of Directors at least two (2) days prior to the meeting at which the proposed change will come up for a vote. Proposed changes to the bylaws may be submitted by parents with students enrolled in the Family Partnership Charter School or by teachers under contract with the school for consideration by the Academic Policy Committee/Board of Directors. All proposed changes to these bylaws must be made public and subjected to a period for public comment before a final vote can be taken and changes can be implemented. The period for public comment shall be from the meeting at which the proposed bylaw changes are introduced and initially voted on (provided the proposed changes receive a two-thirds vote at said meeting) to the next regularly scheduled meeting at which the proposed changes are subjected to a final vote.

LAW OFFICES

BIRCH, HORTON, BITTNER AND CHEROT

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June 4, 2002

HAND DELIVERED

Timothy Scott, Principal
Family Partnership Charter School
3339 Fairbanks Street
Anchorage, AK 99503

Re: Application for Recognition of Exemption Under
Section 501(c)(3) of the Internal Revenue Code
Our File No. 505,675.9

Dear Tim:

This follows my voice mail message. Enclosed is the application for Section 501(c)(3) status for Family Partnership Charter School ("FPCS"). The application is in draft form. Please work through the application and check the boxes and provide the other information requested. There are no right or wrong answers. As I have previously mentioned, in my opinion FPCS does not really need Section 501(c)(3) status for tax or liability purposes, but then again it will not hurt to have it. The worst that can happen is the IRS will deny Section 501(c)(3) status because as a public school FPCS is "an instrumentality of the government." If you are an instrumentality, that makes it easier to claim that you are entitled to the immunity that protects other government workers. FPCS obviously is a public school, and also by statute already enjoys various protections from liability. That the IRS might deny Section 501(c)(3) status on this basis would only help FPCS if it ever seeks to enforce such protection and immunity. Accordingly, there is no down side to applying and/or being rejected.

Please call if you have any questions. Again, this is in draft form, so feel free to mark up this draft as much as you like.

BIRCH, HORTON, BITTNER AND CHEROT
A PROFESSIONAL CORPORATION

Timothy Scott
June 4, 2002
Page 2

Give me a call when you are finished with it, and I will have my
courier stop by and pick it up.

Sincerely,

BIRCH, HORTON, BITTNER AND CHEROT


Gregory A. Miller

GAM/ch

Enclosure

cc: Kathleen Erb, Esq. w/o enclosure

Family Partnership Charter School

Major Changes Planned for the 2005-2006 School Year

1. Implement inventory system.
2. Continue improvements to the academic online system.
3. Create vendor tools and the ability to track student allocated funds
4. Implement State and District Standards in Individual Learning Plan creation process.
5. Create new school website.
6. Set up a system that is clear and informative by linking our two websites (our pass protected student/teacher database and our new informative website) in a variety of locations.

APC BOARD

| Name | Title | Term | Phone | Email |
|-------------------|--------------|-----------------|--------------|--|
| Annette Lopez | Secretary | 7/1/01-6/30/06 | 248-4711 | alopez@ak.net |
| Deb Fancher | Teacher | 7/1/04-6/30/07 | 345-1974 | DRFancher@aol.com |
| Mary Werner | Parent | 7/1/04-6/30/07 | 345-3036 | mmwerner@alaska.net |
| Laura Temple | Parent | 7/1/04-6/30/07 | 694-8675 | L.Temple@gci.net |
| Clif Reagle | Parent | 8/10/04-6/30/06 | 332-3898 | creagle@ideafamilies.org |
| Christina Sammons | Parent | 7/1/05-6/30/08 | 929-2339 | cgs1@go.com |
| John Montgomery | Parent | 7/1/05-6/30/08 | 243-1420 | itslorrie@hotmail.com |
| Carla Buys | Student | 7/1/05-6/30/06 | 243-0083 | cb04blue@aol.com |
| Reed Whitmore | Principal | 7/27/04- | 742-3701 | whitmore_reed@asdk12.org |

Outgoing Board Members

| | |
|------------------|----------|
| Jennifer Gremmel | resigned |
| Susan Piakak | resigned |
| Cassandra Posey | 6/30/05 |
| Aida Brown | 6/30/05 |

PTSO

Cassandra Posey, President
 Pat Shelton, Vice-President
 Korin Homestead, Secretary-Treasurer

Current Staff

Reed Whitmore, Principal
 Denise Carpenter, Administrative Assistant/Registrar
 Vicki Smith, Secretary
 Connie Carlisle, Financial Data Control Clerk
 John Shuler, Business Manager
 Linda Laux, Financial Data Control Clerk
 Ann Kanack, Financial Data Control Clerk
 Debra Smith, Special Education Liaison

Former Staff

Arlene Ludwig, Financial Data Control Clerk
 Nancy Hiney, Acting Academic Facilitator

Addendum to Minutes