

APPENDIX B

QARGI ACADEMY CONTRACT

This Qargi Academy Agreement (the "Contract") is entered into and made effective as of May 20, 2020 (the "Effective Date"), between the Qargi Academy ("Qargi Academy") and the North Slope Borough School District ("District") both located at 829 Aiviq Street Utqiagvik, Alaska 99723. Qargi Academy and the District are referred to herein individually as a "Party" or, collectively, as "Parties."

WHEREAS, the Qargi Academy desires to operate within the District in conformance with Alaska Statutes 14.03.250 and all applicable District policies and procedures; and

WHEREAS, the District has reviewed and approved the Qargi Academy's application, subject to any amendments or conditions noted by the District; The School Board made the following recommendations 1. Qargi Academy be made available to all villages including Barrow, 2. Add Eben Hopson Sr. as an Honorary Founder; and

WHEREAS, by Board Resolution SB20-199 adopted (March 5, 2020, the District conditionally granted Qargi Academy's application contingent upon the negotiation and execution of a contract acceptable to the District and subject to certain other conditions, including approval by the State of Alaska Department of Education and Early Development; and

WHEREAS, the Parties contemplate that this Contract will govern the relationship between the Parties and the operation of the Qargi Academy; and

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

Qargi Academy shall provide an educational program in the District subject to the terms and conditions of this Contract, commencing on the day after Labor Day in September for the school year 2021. Services will be provided in accordance with the Qargi Academy Calendar identified herein.

- **Compliance with Regulatory Requirements:** Qargi Academy shall comply with all local, state, and federal laws and regulations applicable to public schools in the North Slope Borough in Alaska. Qargi Academy further warrants that it has reviewed and fully understands all requirements imposed by District policy and regulation on the operation of Qargi Academy, and warrants that it shall adhere to all such District policies and regulations, except as otherwise stated in Section 4 herein.
- **Educational Program:** Qargi Academy shall provide an educational program that advances students' mastery of basic skill areas including mathematics, science, health, reading, language arts, and social studies. Qargi Academy's educational program shall be appropriate to the age of students included in the program. Qargi Academy shall also provide for instruction in physical education, music, art, and informational technology. Courses not covered by EdOption's Academy such as music, art, and informational

technology would be fostered by Qargi Academy and follow AK state standards and or cultural standards identified in the Inupiaq Learning Framework and or Culturally Responsive School standards. The educational program shall be designed as described in the Qargi Academy's application. Qargi Academy students shall have the option to take District required courses such as North Slope Government through the Districts distance delivery courses that are currently being offered to all other schools on the North Slope.

- **Achievement Levels:** Qargi Academic students will meet or exceed growth expectations in academics through EdOption's Academy courses. Because our students are at the initial stage of learning the Inupiaq language they will begin at beginner levels in the Inupiaq language programs such as VIVA and Rosetta stone; the cultural program will be assessed for levels of achievement through the Inupiaq Language Framework and other cultural resources such as Alaska Cultural Standards and the Alaska Native Knowledge Network and meet or exceed expected growth progress in these programs and assessments. The mission of the program is to exceed expectations of students and families.

Vision

North Slope Borough students have access to a quality education, gaining knowledge and skills to prepare them to be contributing citizens in a society with a thriving Inupiaq language and culture.

Mission

To provide access to quality education through virtual learning and community based Inupiaq language and culture projects.

The following education goals will be assessed annually:

- Comprehensive, college & CTE preparatory education for all local students.
- Maximize each student's academic potential using progress monitoring through EdOption's Exact Path intervention program imbedded into EOA courses as well as the EOA pacing guides to support timely completion of courses, customized academic support, and strong mentor relationships.
- Qargi Academy will institute methodologies and curriculum that will raise student proficiencies to meet Adequate Yearly Progress.
- Qargi Academy will be a place that helps students living in the North Slope community understand and retain the Alaska Native culture, history, languages, and traditions.
- Qargi Academy will create a safe and welcoming learning environment for their students showing that they can be competitive, successful leaders in today's society.
- Qargi Academy will address the whole child; the circle of wellness, which meets the social, emotional, physical, and academic needs and goals of students and their families.

- Qargi Academy students will develop responsibility and respect for self and others by displaying healthy life choices.
- Qargi Academy will engage in educational research and serve as a demonstration school for other teachers and Chief Administrator/Principals in North Slope and throughout Alaska.
- **Administrative Policies and Procedures:**
 - a. Admission Policies and Procedures: Qargi Academy shall operate for four years. Eligible students are those who are grade-appropriate for the Qargi Academy. Any eligible student who applies in a timely fashion will be admitted, up to the maximum number of students that can be accommodated by the Qargi Academy's program. If more eligible students apply than can be accommodated admission to the Qargi Academy's program will be determined by a drawing using the Districts Lottery Procedures as of the date of the application.

Qargi Academy shall not discriminate in any way against any individual or group of individuals on the basis of any classification protected by state, local or federal law, or District policy. SB Policy AR 6181 Qargi Academy Application 3. Admission policies and procedures - This includes the specific criteria for eligibility of students to enroll in the Qargi Academy. Admission criteria cannot be discriminatory toward any protected classes of individuals.

A Qargi Academy and/or Board may not require a student to attend a Qargi Academy. A Qargi Academy shall enroll all eligible students who submit a timely application unless the number of applications exceeds the capacity of the Qargi Academy. In the event of an excess, the Qargi Academy and the Board shall attempt to accommodate the students by considering additional classroom space and/or additional teachers. If it is not possible to accommodate all eligible students shall be selected by a random drawing. The application to establish a Qargi Academy shall specify the application procedure for students, including a copy of the student application form, and shall specify the timelines for application, approvals, and notification. In the case of a multi-year Qargi Academy, the contract must also contain provisions for handling the admissions procedures for continuing students from one school year to the next.

- b. **Academic Policies:** Academic policies and goals for the Qargi Academy shall be established by the Academic Policy Committee ("APC"). The APC shall be an elected board. Election procedures shall be as outlined in the schools Bylaws approved by the APC. The APC shall meet with the Qargi Academy Chief Administrator/Principal at least four times each year, to monitor progress in achieving the APC's policies and goals. The APC shall include 11 people, including parents of students attending the Qargi Academy, teachers at the Qargi

Academy, and other Qargi Academy employees. Students may be included in the APC if the Qargi Academy is for grades 9-12.

The APC's founding member shall be as stated in the Qargi Academy Application. Members of the APC shall be expected to participate in professional development activities that help them understand their responsibilities, stay abreast of new developments in education and law, and learn new ways to cope effectively with the problems they confront. APC members shall be expected to participate in at least one such professional development activity per year. Funds for such professional development activities shall be provided annually by Qargi Academy. A topic for Professional development will include Roles and Responsibilities of APC members by Alaska Association of School Boards. Neither the APC acting as a whole, nor any of its members shall have any authority to bind the District in any way.

c. Qargi Academy requests the following Agreements between the District and Qargi Academy:

- **Facility Use:** Until Qargi Academy can secure its own facilities, the District will provide in-kind facilities use and will work with Qargi Academy to locate available space in site schools of participating villages to be used as the primary location for Qargi Academy. Available space could be the library, vacant classroom or vacant office space within the school.
- **Transportation:** The District will provide transportation for Qargi Academy students in like manner of site schools and will have allowance for students to ride with other grade level students. IE: If Qargi Academy has a late start of 11:30am and Qargi Academy resides in the library, the Qargi Academy student would be able to catch the bus for picking up kindergartners or other agreed upon arrangement if the Qargi Academy daily schedule were to change. If the Qargi Academy has transportation needs that puts an unreasonable burden for service on the school district, parents will be notified of their responsibility to provide transportation to and from the school.

The District will provide administrative support to the Qargi Academy which will include the purchase of Assets to conform with the District's existing procurement policies and inventory management. In addition, the District will provide maintenance services of such assets on as needed basis similar to the existing school sites and related assets.

- **National School Lunch Program (NSLP):** The Qargi Academy students will participate in the NSLP breakfast and lunch program similar to the

arrangements made for the Kiita School. This may involve pick up of meals by Qargi Academy or drop off of meals to Qargi Academy.

- **Student Services:** The District Student Services will provide student services (IEPs, 504) to the Qargi Academy similar to the existing school sites.

Identification of students would involve collaboration of District Student Services, EdOption's Academy teachers, parent/guardian and Qargi Academy Chief Administrator and Type M certified teachers and utilize district's RTI process as a guide.

Qargi Academy has budgeted for one FTE AK Certified Special Education Teacher through Edoptions Academy to be utilized as necessary to provide services as outlined in the Special Services agreement with EdOptions Academy.

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- **Human Resources:** As part of the Administrative Support, the District will provide the Qargi Academy Human Resources support and services similar to its existing central operations within the District.
- **Business and Finance:** As part of the Administrative Support, the District will provide the Qargi Academy with the necessary services of the Business Office which will include but not limited to Payroll Processing, Accounting, Budgeting, Procurement, Financial Reporting, Accounts Payable and Receivable, Travel Operations, State and Federal Grants Reporting, Insurance and Risk Assessments.

The District has established a separate Special Revenue Fund (Fund 400) to track all of the Financial activity of the Qargi Academy including the establishment of a separate Checking Account. The Certificate of Incumbency associated with the Checking Account will include the District's Chief Financial Officer and the Qargi Academy's Chief Administrator/Principal.

The Qargi Academy's Chief Administrator through the Academic Policy Committee will be responsible for day to day operations and decisions and will work very closely with the District's Chief Financial Officer on the Finances to ensure conformity with existing District policies and

procedures, State, Federal and local laws including Generally Accepted Accounting Principles and Governmental Accounting Standards.

On an annual basis, the Chief Administrator will work with its staff in establishing their annual budget and will present to the Academic Policy Committee for approval. The Chief Administrator will then present their Budget to the District's Chief Financial Officer for consideration and inclusion to the District's overall Budget. The Chief Financial Officer will evaluate all of the site budgets including the Qargi Academy and provide a proposed budget to the District's School Board for consideration and approval. In addition, the Qargi Academy will be given an opportunity to present their annual budget to the School Board during the Annual Budget Hearings including a presentation to the North Slope Borough Assembly.

The Qargi Academy specifically the Chief Administrator will participate on the monthly School Board meetings including the Annual School Board retreat and the development of the District's Strategic Plan.

The Academic Policy Committee will meet with the School Board at least twice a year and discuss the Qargi's priorities and Academic results.

- **Information Technology:** The Qargi Academy shall have access to and receive services from the Information Technology Department just like any other school in the District, including the same level of access to the internet. The Qargi Academy has budgeted for a 1 WAN II position in order to meeting the IT needs of the Qargi Academy. The WAN II technician will work in conjunction with the IT Department to provide the necessary IT support to the Qargi Academy.
- **Career Technical Education:** The Qargi Academy will work very closely with the Qatqinniagvik/Residential Learning Center (RLC) to synergize services to benefit both educational programs.

Qargi Academy will be provided the same opportunities to participate with the Qatqinniagvik/RLC program that every other student in the district is provided. As the grant or grant type funds have been specifically earmarked to support CTE across the district. Such CTE services include but are not limited to on-site instruction, intensives, dual credit, OJT, distance delivery and other alternative delivery methods for courses.

- **Professional Development with Type M Teachers and Chief Administrator:** As a school within a school district, Qargi academy may participate in district Professional Development (PD). This will include the

new hire in-services for both Type M Teachers and Chief Administrator, Inupiaq Department PD, and Chief Administrator In-services. Qargi Academy certified staff members will have the opportunity to also participate in district mentorship programs.

- **Housing:** The District will assist in providing administrative support in securing housing leases for the Qargi Academy. The housing expense including the stipend are budgeted within the Qargi Academy's annual Budget.
- **Other:** Measures of Academic Progress Testing and any other District wide testing. Qargi Academy will utilize EdOption's assessments that complement the EdOption's programs. In addition, MAP testing is not commonly used for the high school grades past 10th grade.
- SB Policy 5112.1 Attendance in All District School (15-day Absence policy). Qargi Academy students are waived from this policy.

Waivers generally included under Qargi Academy regulations are district Curriculum, Calendar and the hiring of the Chief Administrator/Principal.

- **Funding and Budgeting:** The District shall allocate funding for the Qargi Academy based on a per-pupil allocation for the students enrolled in the Qargi Academy, computed in a manner consistent with the method in which the District receives revenues from the State of Alaska. In addition, the District will evaluate the Qargi Academy's annual proposed budget and related budget priorities and work in good faith in appropriating additional resources to ensure the program is sustainable for the duration of the contract. In establishing the annual budget, the District will treat the Qargi Academy the same as any other site location. As noted in Section 4(c) of this agreement, the Chief Administrator will work with its staff in establishing their annual budget and will present to the Academic Policy Committee for approval. The Chief Administrator will then present their Budget to the District's Chief Financial Officer for consideration and inclusion to the District's overall Budget. The Chief Financial Officer will evaluate all of the site budgets including the Qargi Academy and provide a proposed budget to the District's School Board for consideration and approval. The Qargi Academy may solicit additional funding in the form of Grants and Contributions from State and Federal Agencies including private business sector. The Qargi Academy shall comply with all local, state, and federal requirements for the receipt and use of public money.

The Qargi Academy's Budget for FY21 is set and approved at \$3,400,000.00 which includes the per-pupil anticipated revenues. See attached FY21 Approved Qargi Academy Budget as part of the final District-approved Qargi Academy Application. The budget will

be amended on an annual basis to reflect any changes in Qargi Academy's funding allocation or assigned costs for subsequent school years. On or before the 15th day of December of each year, the Qargi Academy shall provide the District with an annual budget for the following school year for consideration and approval.

Qargi Academy acknowledges that adjustments to the Qargi Academy budget may be necessary if the estimated revenues are revised due to actions by the District's Board, the Alaska State Legislature, or the North Slope Borough Assembly.

- **Student Fees and Charges:** Qargi Academy shall not charge tuition to students who reside within the District. Any fees charged to students by the Qargi Academy, including but not limited to supply and activity fees, shall be retained within the Qargi Academy Special Revenue Fund (400) and included in the Qargi Academy's program budget.

- **Facility:** The Qargi Academy shall be operated at the following location: Qargi Academy will be a multisite school operating in up to 2-3 of the 8 North Slope Borough villages in the first year. Until Qargi Academy has identified a facility within the village that meets the education building codes, Qargi Academy has identified the use of the existing school facilities within the village as its primary location to especially foster the online virtual academics (library or a vacant classroom or space in the school). Other anticipated use of facilities to foster culturally related projects may include community centers, churches, vacant office spaces, that are made available during the day. See agreements between the District and Qargi Academy in Paragraph 4 of this contract.

The Facility for Qargi Academy in each of the participating villages will be determined by the communities that hosts a Qargi. Anticipated facilities would be community centers, churches, vacant office spaces, school classroom that is not utilized during the day. School classrooms may also be used during the evenings as Qargis, depending on the choice of the community. Qargi Academy warrants that the Facility shall at all times comply with all local, state, and federal health and safety requirements applicable to public schools in the District. Should the Qargi Academy wish to enter into any facility lease or extension thereof, Qargi Academy shall be required to confer with, and obtain prior written approval from the District.

- **Teachers and Staff:** At the time of executing this Contract, the parties anticipate that the following teachers and staff members will, under separate agreements, teach in the Qargi Academy: Qargi Academy partners with EdOptions Academy virtual online academic teachers:

- a. These are the teachers that are either fully AK certified or working toward that certification. We will have additional teachers added to this list as soon as current stay-at-home restrictions are lifted. Please check the attachments for proof that the teachers with "in process" status are working towards their Alaska certification.

- **Special Education**

- a. Deanna Wright
- **English Language Arts**
 - a. Courtney Medel (in process)
 - b. Rachel Stone (in process)
 - c. Aaron Sosebee (AK certified)
- **Math**
 - a. Donnie Lecroy (AK certified)
 - b. Tiffany Brinkley (Yellow Card Received)
 - c. Gary Leiter (AK certified)
- **Social Studies**
 - a. Troy Minton (Yellow Card Received)
 - b. Brea Cook (AK certified)
- **Science**
 - a. Ed Johnson (AK certified)
- **PE/ Health**
 - a. Ed Johnson (AK certified)

Please see attached to see items showing proof that these teachers are in the process of becoming certified. EdOptions Academy has also posted for teacher positions in Alaska so we can round out all the needs of Qargi Academy.

- At the time of executing this Contract, the Parties anticipate that the following individual(s) will, under separate agreement(s), act as a Chief Administrator/Principal in the Qargi Academy: TBD, Chief Administrator/Principal, Type B certified.
- The Qargi Academy's Chief Administrator/Principal, teachers, and staff shall have no authority to bind the District in any way. Qargi Academy shall promptly provide the District with written notice of any proposed changes to the Qargi Academy's staff.
- Qargi Academy agrees that certificated staff shall be evaluated in an equivalent manner as other teachers and administrators in equivalent 4 positions in the District. Evaluation procedures for certificated staff must be identical to the District's procedures, unless the Qargi Academy's approved application includes a detailed description of the evaluation procedures to be used in the Qargi Academy, in which case the Qargi Academy may use that District-approved procedure. The Performance Standards adopted by the State of Alaska Board of Education and Early Development and the District for teachers and administrators must be included in any alternative evaluation procedures that are proposed for certificated staff. However, to clarify expectations, the Qargi Academy's Academic Policy Committee may develop additional performance indicators that are relevant to the

educational program of the Qargi Academy. To the extent required by any applicable collective bargaining agreement, any changes to the evaluation procedures for teachers must be developed in consultation with the teacher's union, giving the union full opportunity to review and collaborate on those changes. Qargi Academy hires the Success Coaches whom will be ILTs and abides within the collective bargaining agreement regarding evaluation of Qargi Inupiaq Learning Teachers (ILTs). EdOption's Academy hires their teachers and Qargi Academy partners with EdOption's Academy.

Unless the School District and any association representing an employee agree to an exemption, all provisions of any existing negotiated or collective bargaining agreement applicable to any employee shall remain in effect while the employee provides services at the Qargi Academy. All waiver requests and written responses from the appropriate bargaining units are included in this contract and are attached hereto.

- **Enrollment:** The Qargi Academy shall enroll a target number of 60 students within 2-3 sites for the first year. Student enrollment may be adjusted pursuant to the admissions procedures set forth above if there is increased student demand to attend Qargi Academy and if the Qargi Academy has the trained staff for enrollment over 60 students. The Qargi Academy is committed to providing a high quality education.
- **School Calendar:** Unless otherwise specified in this Section 14, Charter School shall create a year round calendar, including dates for state mandated testing, holidays and intermittent breaks as determined by the Qargi's in each site. Qargi Academy will have a minimum of 172 student days and up to 220-229 days for staff and will operate in terms and not semesters.
- **Retirement:** All employees of the Qargi Academy shall be members of the Teachers' Retirement System or the Public Employees' Retirement System and shall be subject to the requirements of those systems.
- **Term:** This Contract shall be effective upon complete execution and shall be reviewed annually. The Contract has been approved for a period of four fiscal years and will terminate on June 30, 2025 (the "Termination Date"). Qargi Academy may apply for an extension of this Contract or reapply for a new Contract no later than 180 calendar days prior to the Termination Date. The District may, in its sole discretion, grant or deny any such request for extension or reapplication.

Although this Contract is for the operation of Qargi Academy for a period of 4 years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District. The Parties agree that the District has no obligation to

fund the financial obligations under this Contract other than for the current year of the Term. The Parties further agree that the District has no obligation to provide the services described within this Contract other than for the current year of the Term.

- **No Third Party Beneficiaries:** Nothing in this Contract is intended to confer upon any person, other than the Parties, any rights, remedies, obligations, or liabilities under or by reason of this Contract.
- **Termination:** The District may, in its sole discretion, terminate this Contract for Qargi Academy's failure to meet educational achievement goals or fiscal management standards, for a default in any provision of this Contract, or for any other cause. The District shall provide at least 30 days' written notice to Qargi Academy of its intent to terminate this Contract and, if applicable, the reasons for doing so. If Qargi Academy fails to remedy the cause for termination within the time provided in this notice, then this Contract shall automatically terminate at the date stated in the notice. Upon termination, Qargi Academy shall immediately return any unused funds to the District.

Qargi Academy may terminate this Contract for the following school year by giving written notice to the District on or before February 1 of a given school year of its intent to cease operations for the following year.

- **Risk Management and Maintenance of Insurance:** Qargi Academy agrees to adequately protect against liability and risk through the District's active risk management program. Qargi Academy agrees that it shall coordinate all risk management activities through the District's Business Office specifically with the Chief Financial Officer. Qargi Academy shall not compromise, settle, negotiate, or otherwise affect any disposition of any actual or potential demands, claims, lawsuits, fines, judgments, or liabilities without first consulting with the Business Office and receiving the Chief Financial Officer's prior written approval. The District shall provide insurance coverage to Qargi Academy just as any other school in the district.

Qargi Academy shall at all times operate in such a manner as to minimize the risk of injury or harm to students, employees, and others. Qargi Academy shall comply with all District policies and procedures and all applicable local, state, and federal laws concerning student welfare, safety and health, including, without limitation, those policies, procedures, and laws addressing the reporting of child abuse, accident prevention, disaster response, and governing the operation of school facilities.

Qargi Academy is a multisite charter and will utilize existing district school facilities as its primary location with in-kind use from the district, Qargi Academy shall be covered under the District's Insurance. It will be secured and maintain at all times while this Contract is in force. Upon Qargi Academy's use of non-district facilities as its primary location or for

any other use in any of its multisite locations, any insurance increases associated with a non-district facility will be the responsibility of Qargi Academy.

The satisfaction of any deductibles or self-insured retentions attendant to said coverages shall be the sole responsibility of Qargi Academy. All insurance coverage carried by Qargi Academy, to the extent allowed by law, shall name the District as an additional insured," so that said insurance, with regard to the types of coverages required hereby, be made to extend to and protect the District to the same extent Qargi Academy is covered. The insurance required hereby shall in no way be construed to limit Qargi Academy's indemnity obligations under Section 21 of this Contract.

- **Contract Compliance:** Qargi Academy shall actively oversee its operations to ensure that the terms of this Contract are met. Qargi Academy shall meet regularly with parents, teachers/staff, and (as appropriate) students to review, evaluate, and improve operations of the Qargi Academy. Qargi Academy shall meet with the Academic Policy Committee at least quarterly to monitor progress in achieving the Committee's policies and goals.
- **Indemnification:** Qargi Academy shall indemnify, defend, and hold harmless the District and its officers, agents, and employees from and against any and all demands, claims, lawsuits, fines, judgments, and liabilities (including, without limitation, actual attorney's fees and expenses) arising out of this Contract or in any manner pertaining Qargi Academy's operations. This expressly includes, but is not limited to, any claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind or nature whatsoever. The obligations of this Section 21 shall survive the termination or other expiration of this Contract.
- **No Agency, Partnership, or Joint Venture:** Nothing in this Contract shall be construed to constitute Qargi Academy as an agent, employee, partner, or joint venturer of the District, nor shall Qargi Academy have any authority to bind the District. In no event may Qargi Academy exceed the authority granted to Qargi Academy under Alaska Statutes 14.03.250 et seq., nor may Qargi Academy transact business as any other type of entity under applicable law.
- **No Waiver:** The District's failure to complain of any act or omission on the part of the Qargi Academy, no matter how long the same may continue, shall not be deemed to be a waiver by the District of any of its rights hereunder. No waiver by the District shall be effective unless in writing by an authorized representative, and no such waiver shall be deemed a waiver of a breach of any other provision of this Contract or a consent to any subsequent breach of the same or any other provision. If any action by Qargi Academy shall require the consent or approval of the District, the District's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

- **Non-Assignability:** Neither this Contract, nor any duties hereunder, may be assigned or subcontracted, in whole or in part, by Qargi Academy without the written consent of a duly authorized representative of the District.
- **Notices:** Any notice to be given hereunder by either Party shall be in writing and personally delivered, emailed, or mailed to the other Party at the address(es) set forth herein:

If to the North Slope Borough School District:
North Slope Borough School District
Attn: Superintendent
829 Aivik St. Utqiagvik. Alaska 99723

If to Qargi Academy:
North Slope Borough School District
Attn: Qargi Academy Chief Administrator/Principal
829 Aivik St. Utqiagvik. Alaska 99723

- **Miscellaneous:** This Contract shall be governed by and construed in accordance with the laws of the State of Alaska. Any action arising out of this Contract shall be brought before a court of competent jurisdiction in Anchorage, Alaska.
The terms and conditions of this Contract shall not be amended, altered, waived, modified, or changed except by a written instrument, duly executed by authorized representatives of each Party.

If any term, covenant, or condition of this Contract or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant, and condition of this Contract shall be valid and shall be enforced to the fullest extent permitted by law.

This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

- **Entire Agreement:** In addition to the mutual covenants and agreements set forth herein, the Parties agree to be bound by the terms of the final approved Qargi Academy Application attached hereto as Exhibit B, the terms of which are incorporated herein by reference. In the event of any conflict between this Contract and the Qargi Academy Application, this Contract shall prevail.

This Contract (which includes all recitals, exhibits, and documents incorporated by reference) constitutes the entire agreement of the Parties pertaining to its subject matter, and supersedes and replaces in its entirety all prior and contemporaneous negotiations, understandings, and agreements. No covenant or condition not expressed in this Contract shall only be amended or modified in writing duly signed by the District's School Board President and the Qargi Academy's authorized representative.

IN WITNESS WHEREOF the parties have executed this agreement the day, the month and year first hereinabove written.

NORTH SLOPE BOROUGH SCHOOL DISTRICT

DocuSigned by:

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Roxanne Brower,
School Board President

5/29/2020

Date:

QARGI ACADEMY



Crawford Patkotak,



Date: