

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Avenue Fairbanks, Alaska 99701-4756 (907) 452-2000 www.k12northstar.org



August 15, 2016

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

Subject: Boreal Sun Charter School Application

Dear State Board of Education:

The Fairbanks North Star Borough Board of Education is pleased to submit for your approval the application for Boreal Sun Charter School. The Fairbanks North Star Borough Board of Education approved the application at its regular board meeting on August 2, 2016.

Included with this letter, please find four complete sets of application materials. The attachments within each set include:

- 1. Certification of the Fairbanks North Star Borough Board of Education's action on approving the Boreal Sun Charter school application in "Appendix A."
- 2. The proposed contract between the Fairbanks North Star Borough Board of Education and Boreal Sun Charter School represented in "Appendix B."
- 3. The Boreal Sun Charter School application packet as submitted to the Fairbanks North Star Borough Board of Education as incorporated into the contract with Boreal Sun Charter School.

The Fairbanks North Star Borough Board of Education further requests consideration of this approval of this application at the State Board of Education's convenience and scheduling of approval at the December State Board meeting. Our goal is to open Boreal Sun Charter School in August 2017 and to maintain our timelines, we seek approval from the State Board of Education in December of 2016. Representatives of Boreal Sun Charter School and a District representative will be available at the State Board meeting to answer any questions regarding this application.

Respectfully submitted,

Leich Hurs

Heidi Haas, President

Fairbanks North Star Borough Board of Education

Cc: Fairbanks North Star Borough Board of Education

Dr. Karen Gaborik, Superintendent of Schools Boreal Sun Charter School Academic Policy Committee

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INITIAL Charter School APPLICATION for

Boreal Sun Charter School

FY 2017

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

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Section 1: Establishment of the Charter at the local level

i. Provide the primary purpose of the charter, how it will specifically differ from other educational options available in the community and the student population the charter hopes to attract. AS 14.03.265(a)(1-3)

The purpose of Boreal Sun Charter School (BSCS) is to provide Fairbanks with an alternative educational option that utilizes the philosophy of Waldorf Education. The other public elementary school alternatives in Fairbanks, two charter schools and one magnet school, are highly desired with long waiting lists. There is also a large homeschooling population that is using the Waldorf philosophy in their homes, because it is not offered in a school setting in Fairbanks.

The first charter school inspired by the ideals of Waldorf Education was in Milwaukee, WI. In 1991, a Milwaukee public school changed its curriculum to use Waldorf methods for its struggling urban students. Since then, 35 public charter schools have joined The Alliance for Public Waldorf Education, and are using Waldorf methods successfully within the public school system, while maintaining the high standards and ideals of the Waldorf philosophy. There are over 200 private/independent Waldorf Schools in the United States, but the Waldorf School movement is global, with over 1,000 Waldorf Schools world-wide. In fact, the first Waldorf School was founded in 1919 for the factory workers of the Waldorf Astoria Cigarette Factory in Stuttgart, Germany. There are two charter schools inspired by Waldorf methods in the state of Alaska: Winterberry Charter School in Anchorage, and Birchtree Charter School in Palmer. Our school will be the first such school in Fairbanks, although a number of local homeschooling families choose Waldorf Methods for their home study.

Waldorf Education strives to meet students' readiness at each age and stage of development, and the curriculum is designed to reflect that. Movement, experiential, and artistic elements are incorporated into every subject, so the children have a handson experience of learning. Teachers aim to teach the *whole* child—the head, as well as the heart and hands.

Some of the methods long employed by Waldorf Schools are now found to be sound practices in education, such as arts-integrated subjects, and play based kindergarten. A great emphasis will be placed on penetrating subjects deeply and thoroughly from many different perspectives. We want our children to see, smell, taste, feel, think, and live in the world as fully as possible.

This rich experience translates to high engagement and a depth of knowledge, and is also striven for in the social realm. We will have a looping model, which allows for deep social connections between students, teacher, and parents. Children will loop with the same teacher and class (whenever possible) for first though fifth grades and again for sixth through eighth grades. Benefits of looping with the same teacher are well known, and due to planning for this benefit, students, teachers, and parents all enter into a deeper commitment level for building their community together. Teachers hold an even higher standard of professional development for themselves, knowing that they must be well rounded and adjust and grow with the children every year. We will also develop a

plan for professional development that allows our teachers to deepen their understanding of Waldorf Pedagogy, and attain certification when possible.

Some points that will set our school apart are:

- -Lessons are cross curricular and arts integrated to provide in depth study of each subject.
- Introduction of subject matter corresponds with the developmental age of the students, meeting state standards at our own pace.
- -The daily routine is structured with recognition of a child's natural learning rhythms.
- -Kindergarten is play based.
- -Children will keep the same teacher and class group (also known as looping) for grades 1-5, and 6-8 whenever possible.
- -Students make their own text books.
- -Technology use is limited, particularly in the elementary years.
- -Foreign language instruction begins in first grade

Through outreach events, website and Facebook interest, we have established that a significant number of families would take advantage of our program. Additionally, many teachers have expressed encouragement and enthusiasm for our future school. We hope to appeal to, and reach out to a diverse population. Alaska Native families would find our school to be one that embodies some of their traditional beliefs.

ii. Provide evidence of the local school board approval of the new charter school marked as Appendix A. AS 14.03.250(b)

Evidence of local school board approval of the new charter school may be found in Appendix A. (Page 22) Included in this appendix is the signed resolution of the FNSBSD board, minutes from the work session between the board and the APC, and minutes from the board meeting during which the application was approved.

iii. Provide evidence of the signed contract between the new charter school and the local school board containing all required elements marked as Appendix B. AS 14.03.255(c)(1-14)

The signed contract between the new charter school and the local school board containing all required elements is marked as Appendix B. (Page 27)

iv. Provide the charter schools' bylaws marked as Appendix C. 4 AAC 33.110(a)(4)

Boreal Sun Charter School's Bylaws may be found in Appendix C. (Page 92)

v. Provide evidence of the formation of an Academic Policy Committee (APC) consisting of parents of students attending the school, teachers, and school employees. Evidence includes a list of the members of the APC and their qualifications, as well as the written minutes from meetings where discussions regarding academic policies, bylaws, school administration, and school educational programming occurred. Mark as Appendix D. AS 14.03.250(a), 4 AAC 33.110(a)(1)

The Academic Policy Committee (APC) of BSCS formally declared our active board members and monthly meeting times in June of 2014. Monthly meetings have been held consistently with frequent special meetings planned to meet specific work goals. We have grown from a board of three to a board of nine. Our board consists of three parents, one parent/teacher, three teachers, and two community members. We have developed and approved our APC bylaws, maintained accurate meeting and accounting records, and business procedures. We have acquired 501(c)(3) Non-profit status. All of the nine board members have been involved in the charter writing process, and are committed to holding their board position, at least through the first year of school operation. Procedures are in place for expanding the board once the school opens, and plans to renew APC member terms yearly are included in our bylaws.

A list of APC members may be found under Section 3 (TERM) on the second page of our bylaws. (Page 94)

Appendix D includes APC meeting minutes from meetings where discussions regarding academic policies, bylaws, school administration, and school educational programming occurred. (Page 99)

Reviewer Rating Template		
Section 1	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Purpose	2	
Evidence of board approval	22-26	
Evidence of signed contract with all required elements	See required element below (items 1-14) 27-35	
Description of educational program	36-68	
2. Specific levels of achievement for the education program	69	
Admissions Policy and Procedures	69-72	

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4. Administrative Policies	86	
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9. Teacher to student ratio	88	
10. Number of students to be served	88	
11. Term of contract (not to exceed 10 years)	88	
12. Termination Clause	88.	
13. Statement of state and federal law compliance	88	
14. Exemptions or requirements included in contract	88	
Evidence of bylaws	92-98	
Evidence of APC, including list of names/qualifications,	94	
meeting minutes .	99-107	

Section 2: Organization and Administration

i. Provide information on how the charter school shall oversee the operation of the charter school to ensure that the terms of the contract required by AS 1.03.255 (c) are being met; including who will be responsible and what mechanism(s) they will use. AS 14.03.255(b)(2)

The oversight of the operation of BSCS is clearly laid out in Article 2 of the Bylaws, in Appendix C. (Page 93) The APC will ensure that the terms of the contract required by AS 14.03.255 (c) are being met. Additionally, the APC must comply, where applicable, with any and all provisions of the FNSBSD regarding charter schools, Alaska Statute regarding charter schools, the Fairbanks Education Association, and Educational Support Staff Association. When in doubt of any responsibilities providing any provisions of the law, or of union contract, the APC will consult with the FNSBSD, FEA, and ESSA.

ii. Provide the written administrative policy manual utilized by the charter marked as Appendix E. 4 AAC 33.110(a)(13)

BSCS will follow FNSBSD policies except where waived. Some policies are elaborated in our Parent Handbook. The Parent Handbook may be found in Appendix E. (Page 108) Fairbanks North Star Borough School District policies and regulations may be found on the FNSBSD website at the following URL:

http://www.k12northstar.org/Page/2662

Provide information on how the charter school will meet regularly with parents and with teachers of the charter school to review, evaluate, and improve operations of the charter school; including who will be responsible, what mechanism(s) they will use and how often contact(s) will take place. AS 14.03.255(b)(3)

In order to review, evaluate, and improve operations of the charter school, BSCS will utilize the FNSBSD Parent Input Survey and Principal or "Head Teacher" Survey; hold weekly staff meetings with collaborative leadership topics; encourage and welcome parents to attend monthly APC meetings; welcome and give an avenue for parent and teacher feedback in handbooks and newsletters; and utilize the Alaska Steps Towards Educational Progress and Partnership (AK STEPP) for guidance in goal setting, and assessment of meeting those goals. The Head Teacher in collaboration with the APC, is ultimately responsible for ensuring completion of the above.

iv. Provide information on how the charter school will meet the requirements of conferring with the academic policy committee at least once each year to monitor progress in achieving the committee's policies and goals; including who will be responsible, what mechanism(s) they will use and if contact(s) will take place more frequently than once a year. AS 14.03.255(b)(4)

Every fall BSCS will schedule an All School Meeting for parents and teachers, hosted by the APC, for the purpose of reporting on the progress made in achieving the

committee's policies and goals. Additionally, per our Bylaws, the public is invited and encouraged to attend monthly APC meetings.

v. Provide a description of the school schedule and calendar. 4 AAC 33.110(a)(9)

BSCS will follow the annual FNSBSD calendar. We plan to follow a daily schedule that allows for a weekly staff meeting built into our day. Students will have a 6.5 hour day M, T, W, F, and a 5 hour day on Thursdays to facilitate our weekly staff meeting. Staff will have a 7.5 hour day M, T, W, F, and an 8 hour day on Thursdays. Exact times have been listed in Appendix B (Page 49), but are subject to change upon finalizing our site location and transportation details.

vi. If applicable: Provide information on alternative educational options for students not wishing to attend the charter if the charter school is the only school in the community. 4 AAC 33.110(a)(12)

BSCS, as a charter school, offers school choice to the community. Students who do not choose to attend BSCS may attend their local neighborhood school, or another optional program or school.

Reviewer Rating Template		
Section 2	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of administrative oversight	93	
Evidence of written administrative policy manual	6108	
Description of regular parent and teacher contacts for continuous improvement	6	
Description of APC meeting(s) to monitor progress	6	
Description of school schedule and calendar	7 49	
Alternative options for students if no other educational program exists	May be "not applicable"	

Section 3: Educational Program and Student Achievement

i. Provide a description of the educational program to be offered at the charter school. Information in this section should explicitly detail if the program is designed to meet the needs of students in a particular age group or grade level and/or meet the needs of students who will benefit from a particular teaching method or curriculum.

BSCS's educational program will mirror those of other Public Waldorf schools, and can be read in detail in our district charter application, Appendix B. (Page 37) We intend to demonstrate that the integrated approach of educating the whole child using the arts, and the developmental model that the Waldorf philosophy uses, will enable our students to perform at a high level academically, and encourage a high level of engagement. Our school will appeal to and meet all types of K-8 students.

ii. Provide a written plan that addresses the teacher-to-student ratio, including projected enrollment figures. 4 AAC 33.110(a)(16)

Initially, BSCS plans to start with Kindergarten-seventh grades. We anticipate capping our kindergarten class at 20 students, and grades classes at 24. If full, we would have 188 students in our first year. The next year we will grow a grade, and hire a new teacher, until we reach eighth grade. We would start with eight full-time classroom teachers, and grow to nine full-time classroom teachers. Based on this formula we will have a ratio of 1:23. The Head Teacher, with input from the classroom teacher, will have final discretion in regards to enrollment in a class. Our total enrollment upon reaching capacity would be 212 students. Eventually, if there is enough demand, and the APC feels the foundation is firm enough, we would explore the possibility of expanding to double track classes (i.e., 2 kindergartens, 2 first grades, etc.)

iii. Provide evidence of a written instructional program that addresses state content standards under 4 AAC 04 and aligns with the content on the statewide assessment system under 4 AAC 06.710-4 AAC 06.790 marked as Appendix F. 4 AAC 33.110(a)(6)

In order to insure state standards are met BSCS will use The Alliance for Public Waldorf Education's manual, "Public Waldorf Schools and the Common Core Standards," which is a correlation manual of Common Core to Waldorf Curriculum standards. This document is helpful, as Waldorf Curriculum places some state standards at a different grade level. A sample of two grade levels is included in Appendix F. (Page 119) The full document may be found at the following URL: http://www.allianceforpublicwaldorfeducation.org/research-and-resources/

iv. Provide a description of plans for serving special education, vocational education, gifted, and bilingual students. 4 AAC 33.110(a)(10)

Performance standards and assessments, as well as determination of successful student progress and attainment of outcomes for students with exceptional needs and English Learners, will be defined appropriately on a case-by-case basis, according to their Individualized Education Program (IEP) and/or English proficiency levels

and any additional recommendations by the Special Education teacher(s). BSCS will deliver special education services that comply with FNSBSD policy, state, and federal law. All students with disabilities whose least restrictive environment includes BSCS's educational setting will be provided services, accommodations, and modifications as set forth in an IEP or a plan through Section 504 of the Americans with Disabilities Act (504). Students determined by an IEP or 504 plan to need a more restrictive setting than BSCS will be served in their least restrictive environment as determined by their IEP Committee. BSCS does not plan to offer specific vocational education classes.

v. Provide written objectives for program achievement desired by the charter. 4 AAC 33.110(a)(7)

BSCS expects to see overall student annual growth. Initially, BSCS will purchase and use assessments from Bonnie River of Gradalis Consulting. These standards (example provided in Appendix B, Page 62) were designed to align Waldorf methods curricula with State Standards over the nine-year period of kindergarten through eighth grade. Currently a project is underway through The Alliance of Public Waldorf Education to align Waldorf assessment rubrics with the common core standard numbers used in their correlation document. We will switch over to these rubrics when they become available. Quarterly narratives will briefly outline each student's progress using these rubrics. These rubrics track individual student progress in regard to specific skills and areas of knowledge from the curriculum. Students will meet or exceed the class standards on the grade level rubrics (Comprehensive Curriculum Reports). This will be the primary of source evaluation for our specific curriculum. Additionally, parent feedback, report cards and grades, grade specific assessments, state mandated testing and school evaluation will contribute to our success.

-Comprehensive Curriculum Reports will be a part of a teacher's professional evaluation with the head teacher. The expectation is that students who are not meeting the achieved level of performance on the skills rubrics are progressing steadily.

-State Mandated Testing--Studies have shown that many charter schools using a Waldorf aligned curriculum find that they generally score lower than other schools in their district in the lower grades, but exceed scores of peer schools in state assessments by eighth grade. We anticipate this outcome in our school, due to the emphasis of our core curriculum, which is slower to explicitly teach certain concepts, until 5th grade and above. Parent education will include an awareness of this possibility in test score results in younger grades.

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

-Comprehensive Curriculum Reports will be a part of a teacher's professional evaluation with the head teacher. The expectation is that students who are not meeting the achieved level of performance on the skills rubrics are progressing steadily.

- -Parent Feedback--Annual parent-surveys conducted by the district, and parent feedback to the head teacher and APC will ensure parent communication is more than sufficient.
- **-Portfolios** will be displayed at the end of the year in all school celebrations encouraging high work ethic and expectations.
- -Report Cards and Letter Grades--The head teacher will guarantee report cards and narratives are completed at the end of each quarter.
- -The First Grade Readiness Assessment--Results of this assessment are formative only and will be shared with the class teacher, special education teacher, and other support teachers as necessary and placed in student files.
- -The Second Grade Assessment--Results of this assessment are formative only and will be shared with the class teacher, special education teacher, and other support teachers as necessary and placed in student files.

Addressing Struggling Students--In addition to regular parent conferences, these are the steps we will take when a pupil is not achieving at grade level: Faculty or members of the faculty will initiate a "child study" as part of the regular weekly faculty meeting to discuss the individual child's situation. The observations and feedback of several teachers who know the child will be sought. The faculty will then come up with an individualized intervention plan for the pupil. This can involve receiving supplemental support services, tutoring, alternative instructional materials, or a remediation program. Parents will be informed of the team's recommendations and kept apprised of intervention implementation. Their advice and insight regarding the issue will be sought.

	Reviewer Rating Template	
Page Number location(s) of response(s) including Appendices		Reviewer's notes Rating: Compliant/Noncompliant
Description of educational program	9 37-68	
Evidence of written instructional program that addresses content standards and aligns with statewide assessment system	9	
Evidence of written plan to address PTR and projected enrollment	9	
Description of plans for serving special education, vocational education, gifted and bilingual students	9 - 10	
Evidence of written objectives for program achievement	10 62-68	
Description of the mechanisms for student assessment in addition to those required by state law	10-11	

Section 4: Professional Development

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

Teachers and staff members need to embrace the foundational philosophy and methodology of the school. Employment at BSCS is contingent upon the candidate's agreement with the Public Waldorf philosophy, and willingness to follow the school's curriculum and methods. This applies to all openings including new hires, voluntary and involuntary transfers. Every effort will be made to achieve our goal of 80% Waldorf certified teachers within the first five years of operation. This also meets the standard set by the Alliance for Public Waldorf Education, of which we are a member. A new program through Antioch New England Graduate School has been created. The Building Bridges Program will allow for one of Antioch's three summer sessions towards certification to be completed in Alaska. This is new for the 2016/2017 school-year, and may be offered for the following year as well.

All provisions of applicable collective bargaining agreements apply to staff members at BSCS. Decisions regarding professional development are made in conjunction with the APC, Head Teacher and staff members. Professional development decisions are directly connected to the BSCS mission, philosophy, and goals. Many certification programs are available for staff members including summer sequence programs, online options and bringing programs to Alaska in conjunction with the two other Public Waldorf schools. BSCS is committed to an early monetary investment towards contributing to the costs associated with obtaining Waldorf certification for our initial teachers. We are pursuing grant opportunities to fund this priority.

As available, funds will be allocated for teachers required to or wishing to attend a summer conference focusing on Waldorf methods and their grade.

Over the course of the year, the BSCS Head Teacher and APC will determine which district trainings are beneficial to the school's teachers, and provide for Waldorf training on in-service days. Additionally, the weekly early release day will allow opportunities for staff planning, review of Waldorf curriculum, discussion of assessment data, collaboration and professional development.

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

Reviewer Rating Template		
Section 4	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of and schedule for planned professional development	13	

Section 5: Facility

i. Provide information on the location for the charter school, description of the facility and lease information. Information in this section should include a description of the process used by the school and district to comply with the right of first refusal for a lease of space in an existing school district facility or in a facility within the school district that is not currently being used as a public school. AS 14.03.255(c)(7)(d), 4 AAC 33.110(a)(15)

The Fairbanks North Star Borough School District does not have any existing facility available to lease to BSCS.

The BSCS APC has been actively pursuing our options for securing a building to lease. Potential contractors and realtors have responded encouragingly. Our plan is to start K-7 and grow to K-8 the following year. We would like to expand to double track classes in a few years if interest is high and enrollment is strong, so ideally we'll find a site that will accommodate future expansions. We have three very good options listed below:

- 1. 150 Eagle Ave, Fairbanks, AK 99701. This building was originally an Athletic Club, and has been leased for office space most recently. This building is 20,000 square feet, and sits on a 1.3 acre lot. It is more than adequate size, and will have room for future renovations if we would like to expand. Benefits of this location include a very diverse neighborhood with many residences within walking distance, and close proximity to several parks, a bike path, downtown cultural attractions, and the Fairbanks Community Garden.
- 2. 1602 10th Ave, Fairbanks, AK 99701. This building currently houses The Salvation Army. It sits on approximately an acre lot, and is across the street from an existing public school, so transportation could be shared. This site shares the benefits of the above site, in many respects, and has access to sports fields in addition to parks and a bike path by the river. Building on this site would require some expansion.
- 3. 2175 University Ave, Fairbanks, AK 99709. This building has been traditionally used for retail business, office space, and educational programs. The building is larger than our needs, but would not need much renovation. It lacks some of the close recreational and cultural opportunities that the other locations have, but it may be more affordable, and is fairly accessible to many parts of town.

We anticipate entering into a 10 year lease, with the option to purchase at the end of our lease.

ii. Describe the plans for the charter school's facility and any plans for projected growth. 4 AAC 33.110(a)(15)

Our plan is to start K-7 and expand to K-8 as the school develops. This building is more than adequate size, and will be renovated to suite our needs. We would also like the possibility of expanding to double track classes (two of each grade). There is enough room for future renovations if we would like to expand. As a new member of

the community and of a neighborhood, we want our school to be a positive landmark. We want it to "feel" good inside and look good outside. Aesthetics of the school grounds as well as the building will be important.

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

Reviewer Rating Template		
Section 5	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Description of facility and location of the charter school including addressing district leased space if applicable	15	
Evidence of a written facility plans	15-16	

Section 6: Admission

i. Provide the written admission policies and procedures utilized by the charter. Please include evidence that the school is ensuring an equal and bias-free access to all eligible students. Mark as Appendix G. AS 14.03.255(c)(3), 4 AAC 33.110(a)(11)

BSCS will not discriminate against pupils on the basis of gender, race, ethnicity, religion, national origin, ancestry, creed, pregnancy, marital status, sexual orientation, or physical, mental, emotional, or learning disability or handicap in its education programs or activities, including its admissions policies, procedures, or any other area as defined by law.

BSCS welcomes any student whose families are willing to make a commitment to follow the expectations outlined on our Family Commitments Form and in the Family Guide. The expectations are presented in our Intent to Enroll form and the Family Commitments Form is signed during the registration period.

BSCS encourages prospective families to familiarize themselves with our program and to apply if they fit the admission criteria, and can commit to our school's philosophy. BSCS offers many opportunities for prospective parents to learn about our program. These include presentations to prospective parents about Waldorf inspired education, school tours, and information about Waldorf education presented in flyers and on the school website. If parents believe that our school program is a good fit for their family and are interested in enrolling their children, they will fill out an "Intent to Enroll" form for their child and submit it by the posted deadline.

Our Non-discrimination Policy is included and marked as Appendix G. (Page 132)

ii. Provide a written student recruitment process, including a lottery or random drawing mechanism for enrollment if applicants exceed the school's capacity. Mark as Appendix H. AS 14.03.265(b) Admission, 4 AAC 33.110(a)(17)

Student recruitment for BSCS will strive to represent the diverse population of the Fairbanks North Star Borough. Providing open seasonal events at our school, will showcase our program and site. Additionally, BSCS will distribute information about the school via brochures in day care centers, local churches, military bases, optional school fairs, local Head Start facilities, and tribal organizations. We will also use the newspaper to share information about the school. Our website and Facebook page will be utilized to the fullest with current information about our school. We recognize that our best chance at diversity and equity is to start with a diverse population right from the beginning. All efforts will be made to make information about our school available to the Fairbanks community.

Our waitlist and lottery process is outlined in our Admissions Policies and Procedures, and marked Appendix H. (133)

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

	Reviewer Rating Template	
Section 6	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Evidence of written admission policies and procedures	17 69-72 132	
Evidence of a written student recruitment process, including plans if	17	
applicants exceed capacity	133-136	

Section 7: Fiscal

i. Provide a written budget summary and financial plan, including a statement of the charter school's funding allocation from the local school board and costs assignable to the charter school program budget. Information in this section should explicitly detail the amount and sources of the revenue streams; the specific indirect rate (not to exceed 4%) and details of what the indirect rate charges cover; as well as the charter's eligibility to receive additional revenue over the 2.65 mills required in the foundation formula. Projected budget marked as Appendix I. AS 14.03.255(c)(5), 4 AAC 33.110(a)(14)(A)

BSCS plans to apply for a federal non-SEA CSP grant (CFDA Number: 84.282B) to assist with planning, program design, and program implementation in our first year. We also plan to do community fundraising events. A written budget summary, projected budget, and funding estimate from the district (demonstrating the indirect rate of 4%) are included in Appendix I. (Page 137)

ii. Provide information on how the charter school will keep financial records, including who will be responsible, what mechanism(s) they will use and how often financial oversight will take place. AS 14.03.255(b)(1)

BSCS plans to work closely with the Fairbanks North Star Borough School District's Finance Department to insure compliance in all areas. The Head Teacher will provide reports on the financial status of the school to the APC on a monthly basis. The APC is ultimately responsible for financial oversight, which will be most strongly held by the Treasurer.

iii. Provide a description of the method by which the charter school will account for receipts and expenditures. AS 14.03.255(b)(1)(c)(6), 4 AAC 33.110(a)(14)(B)

BSCS will follow all district-approved practices to account for receipts and expenditures.

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

	Reviewer Rating Template	
Section 7	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Written budget summary and financial plan	19	
unu manoiai pian	137-139	
Description of how financial records will be kept	19	
Description of accountability for receipts and expenditures	19	

Section 8: Transportation

i. Provide a plan for pupil transportation and the district charter school transportation policy, if proposed or adopted, marked as Appendix J. 4 AS 14.09.010 (e)(1-3)(f)(g), AAC 33.110(a)(19)

BSCS is committed to offering transportation in at least a limited form by collaborating with the FNSBSD to combine our busing needs with any current bus routes once our site has been finalized. Having our site close to public transportation is a high priority for us as well. The district's Transportation Policy is marked Appendix J. (Page 140)

References: AS 14.09.010 (e)(1-3)(f)(g) Transportation, 4 AAC 33.110 Charter School application and review procedure, 4 AAC 27.057 Charter School Transportation policy.

Reviewer Rating Template			
Section 8	20:	Page Number location(s) of response(s) including Appendices	Reviewer's notes Rating: Compliant/Noncompliant
Plans for pupil transportation		21	

APPENDIX A

FAIRBANKS NORTH STAR BOROUGH BOARD OF EDUCATION RESOLUTION 2017-03:

BOREAL SUN CHARTER SCHOOL APPLICATION

WHEREAS, the Fairbanks North Star Borough Board of Education believes that charter schools provide an opportunity for innovation and diversity in delivery of educational services; and

WHEREAS, per Alaska Statute 14.03.250 a local school board shall forward to the State Board of Education applications for a charter school that have been approved/denied by the local board;

NOW, THEREFORE, BE IT RESOLVED:

- 1. The Fairbanks North Star Borough Board of Education approves the Boreal Sun Charter School application beginning July 1, 2017.
- 2. If approved, the school district commits funding to the Boreal Sun Charter School by the amount generated by students enrolled in the charter school as provided in A.S. 14.03,260 Funding for charter school.

PASSED AND APPROVED: August 2, 2016

Heidi Haas, President Board of Education

Attest:

Sharon Tuttle

Executive Assistant to the Board

Sharon Justille



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION

FAIRBANKS, ALASKA

Work Session

MINUTES

June 6, 2016

President Haas called the work session to order at 6:48 p.m. in the boardroom of the FNSBSD Administrative Center at 520 Fifth Avenue. The work session was called to discuss the Boreal Sun Charter School request and K-8 options.

President Haas read the district's mission statement: "Our mission is to provide an excellent, equitable education in a safe, supportive environment so all students will succeed and contribute to a diverse and changing society."

Present:

Absent:

None

Heidi Haas, President

Michael O'Brien, Vice President

Allyson Lambert, Treasurer

Thomas Bartels, Clerk

Wendy Dominique, Member

Sue Hull, Member

Sean Rice, Member

Staff Present:

Dr. Karen Gaborik, Superintendent

Lisa Pearce, Chief Financial Officer

Sandra Kowalski, Assistant Superintendent of Elementary Instruction

Dan Schmidt, Assistant Superintendent of Secondary Instruction

Traci Gatewood, Executive Director of Human Resources

Wendy Tisland, Executive Director of Human Resources (Incoming)

Melanie Hadaway, Executive Director of Curriculum and Instruction

Janet Cobb, Executive Director of Technology

Dave Norum, Executive Director of Facilities Management

Helen Clark, Director of Federal Programs

Sharice Walker, Director of Public Relations

Holly Cervin, Director of Alternative Programs

Sharon Tuttle, Executive Assistant to the Board of Education

Boreal Sun Charter School Representatives:

Tal Harlan

Deborah Bennett

Stephanie Graf

Karl Hough

Boreal Sun Charter School Request [0:00:37]

Superintendent Dr. Karen Gaborik and Melanie Hadaway, executive director of curriculum, reviewed the administration's charter school information included in the agenda packet. Boreal Sun Charter School representatives Tal Harlan, Deb Bennett, Stephanie Graf, and Karl Hough reviewed the charter school application, provided information on the Waldorf education model, and answered questions regarding the charter school's application. The charter school hoped to open in the fall of 2017.

Boreal Sun Charter School Request (continued)

The purpose of the Boreal Sun Charter School (BSCS), according to its charter application, was to provide Fairbanks with an alternative educational option that utilized the philosophy of Waldorf Education. Waldorf Education strived to meet students' readiness at each age and stage of development, and the curriculum was designed to reflect that. Movement, experiential, and artistic elements were incorporated into every subject, so children had a hands-on experience of learning. Teachers aimed to teach the whole child – the head, as well as the heart and hands.

Some of the methods long employed by Waldorf Schools were found to now be sound practices in education, such as arts-integrated subjects and play-based kindergarten. A great emphasis would be placed on penetrating subjects deeply and thoroughly from many different perspectives. The charter school wanted children to see, smell, taste, feel, think, and live in the world as fully as possible.

Points that would set the new charter school apart from others:

- Lessons would be cross-curricular and arts-integrated to provide in depth study of each subject.
- Introduction of subject matter would correspond with the developmental age of students, meeting state standards at their own pace.
- The daily routine would be structured with recognition of a child's natural learning rhythms.
- Kindergarten would be play-based.
- Children would keep the same teacher and class group (also known as looping) for grades 1-5 and 6-8.
- Students would make their own text books.
- Technology use would be limited, particularly in the elementary years.
- Foreign language instruction would begin in first grade.

The charter was confident a significant number of families would likely take advantage of the charter school. The charter's Academic Policy Committee consisted of nine members – three parents, one parent/teacher, three teachers, and two community members. The charter planned to start initially with kindergarten through seventh grades. They anticipated capping kindergarten at 20 students and the other grades at 24. If the school was full, it would have an enrollment of 188 in its first year. In its second year, the charter anticipated growing one additional grade – 8th grade and hiring one additional teacher. The charter would deliver special education services that complied with district policy and state and federal laws.

A location had not yet been finalized for the charter school, but the group had a few options under consideration. The charter school was committed to offering transportation in at least a limited form by collaborating with the district to combine busing needs with any current bus routes once the school location was finalized. Having the school site close to public transportation was a high priority for the group.

Boreal Sun Charter School's enrollment period and lottery would take place in the spring of the year of enrollment. All prospective students in grades K-5 the first year of the school's opening, and growing to 8th grade, would be given the opportunity to enroll. The following groups would be given preference for admission to the charter school:

- children of founding families (as determined by the APC);
- students of Waldorf homeschool families (first preference for the first year);
- students enrolled in BSCS (after the first year);
- siblings of students currently enrolled in the school (after the first year; siblings are defined as any two or more students who share a legal parent/guardian);

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION

FAIRBANKS, ALASKA

Minutes of Board Action

The Fairbanks North Star Borough Board of Education took the following action at its August 2, 2016 Regular Meeting:

F. 1. Resolution 2017-03: Boreal Sun Charter School Application

The Boreal Sun Charter School Academic Policy Committee submitted an application for the operation of a charter school beginning in 2017-18. The school board reviewed and discussed the application with Boreal Sun representatives and district administration at a work session on June 6, 2016. Included in the agenda and under separate cover were the initial application and the draft contract between the Fairbanks North Star Borough Board of Education and the Boreal Sun Charter School.

Board Amendment:

The duration of the contract was noted incorrectly on the draft contract in the agenda. The initial contract should have been for ten (10) years, not five (5) years, and the termination date should have been June 30, 2027 rather than 2022.

ASKING FOR AND HEARING NO OBJECTION, PRESIDENT HAAS SO MOVED THE LANGUAGE IN ITEM #2 OF THE DRAFT CONTRACT (TERM) BE AMENDED TO REFLECT A TERM OF 10 YEARS, CHANGING THE TERMINATION DATE FROM JUNE 30, 2022 TO JUNE 30, 2027.

Board Final Action:

MOVE TO APPROVE RESOLUTION 2017-03: BOREAL SUN CHARTER SCHOOL APPLICATION AS AMENDED.

The above-listed action item passed unanimously by roll call vote with the following Board and Advisory Members present:

Board Member Votes:

5 AYES:

Heidi Haas, President

Michael O'Brien, Vice President

Thomas Bartels, Clerk Wendy Dominique, Member

Sean Rice, Member

Advisory Member Votes:

Sharon Juli 1.1 Ce.

2 AYES:

Colonel Sean Williams, Ft. Wainwright Representative

Eryn Tanner, Student Representative

ATTEST:

Sharon Tuttle

Executive Assistant to the Board of Education



APPENDIX B

APPENDIX B **Evidence of Signed Contract**

CHARTER SCHOOL CONTRACT BOREAL SUN CHARTER SCHOOL

TABLE OF CONTENTS

Parties to Contract **Basic Contract**

Contract
Article 1. Scope of Work
Article 2. Term
Article 3. Consideration and Payment
Article 4. Direction
Article 5. General Conditions
Article 6. Default; Breach of Contract; Remedies
Article 7. Conditions to Approval

Signatures

Exhibit "A-1" – Boreal Sun Charter School Application
Exhibit "A-2" - Special Conditions for Boreal Sun Charter School
Exhibit "B" - General Conditions for Charter School Contracts

Page 1 Fairbanks North Star Borough School District

CHARTER SCHOOL CONTRACT THIS AGREEMENT EFFECTIVE AS OF JULY 1, 2017

BETWEEN

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Avenue

Fairbanks, Alaska 99701

hereinafter referred to as the "Buyer"

AND

BOREAL SUN CHARTER SCHOOL INC.

1062 Steele Creek Road Fairbanks, Alaska 99712

hereinafter referred to as "Contractor"

WITNESSETH THAT:

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties agree as follows:

SCOPE OF WORK

Subject to the terms and conditions hereinafter provided, the Buyer engages the Contractor for the furnishing of services specifically described in Exhibit "A-1", "Boreal Sun Charter School Application," dated June 2016 which is hereby incorporated by reference, presented to the Contractor at the School Board Work Session on June 6, 2016 and for such other tasks as may be mutually agreed upon in writing between the Contractor and the Buyer.

The Scope of Work defined at Exhibit "A-1" is clarified and modified by the Special Conditions for Boreal Sun Charter School at "Exhibit A-2."

2. TERM

The services called for under this Contract shall commence upon approval by the State of Alaska Board of Education and terminate on June 30, 2027, subject to earlier termination as provided in this agreement and the exhibits thereto, and subject to annual review by the Buyer as provided in Paragraph 7(B) below.

3. CONSIDERATION AND PAYMENT

- A. As consideration for such services, as hereinafter provided, the Buyer agrees to pay the Contractor as provided in Exhibits A-1 and A-2.
- B. There is no guarantee of any minimum amount to be paid under this contract.

DIRECTION

The Contractor shall report to and be responsible for its performance and receive its direction from the Fairbanks North Star Borough School District Board of Education.

GENERAL CONDITIONS

The General Conditions, set forth in Exhibit "B" entitled "General Conditions for Charter School Contracts," which is attached hereto, are hereby incorporated by reference herein.

6. DEFAULT; BREACH OF CONTRACT; REMEDIES

"Default," for the purposes of this contract, is defined as (a) a failure by a party to timely perform any duty, obligation or task delegated to it by this contract or the exhibits to this contract, (b) a failure by a party to adhere to Buyer's Policy No. 935, "Charter Schools," (c) a failure to comply with applicable State and Federal laws and regulations, or (d) the failure by the Contractor to adhere to any of Buyer's rules or regulations not waived by the Buyer. In the event of a default by the Contractor in the performance of this contract, the Buyer and the Contractor shall attempt in good faith to resolve the default informally. Where the default does not jeopardize the safety or well-being of students, the Buyer will attempt to resolve the default through negotiation and discussion before declaring a breach of contract to exist. If the safety and well-being of students is jeopardized, or if negotiations and discussions fail, then the Buyer may declare a breach of contract to exist. In the event of a breach of contract, the Buyer and the Contractor shall have those remedies available under Buyer's regulations and policies and Alaska law.

- CONDITIONS TO APPROVAL
 - A. This contract is subject to approval by the State of Alaska Board of Education, and shall create no enforceable rights in either party unless and until the contract is so approved.
 - B. Approval of this contract by the Fairbanks North Star Borough School District Board of Education is not a commitment to fund the contract in any year except the 2017/2018 school year, and funding for the 2017/2018 school year is expressly contingent upon the terms and conditions of the motion by which this contract is approved by the Fairbanks North Star Borough School District Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

BOREAL SUN CHARTER SCHOOL INC.

By: Hundy Tal Harlan

Title: Charperson

FNSB SCHOOL DISTRICT

By: Kua leares

Title: Chipf Financial Officer

EXHIBIT "A-2"

SPECIAL CONDITIONS FOR

BOREAL SUN CHARTER SCHOOL

Dated: August 2, 2016

The following special conditions and clarifications apply to this contract:

- 1. Approval of Boreal Sun Charter School Application adopted by the Fairbanks Board of Education on August 2, 2016 is made a part of this agreement and is incorporated by reference.
- 2. The Contractor has arranged for the availability of premises in and on which it will deliver the services described in the charter school application. The Buyer shall have no responsibility for any claim by any person relating to the premises selected by the Contractor. Claims relating to the premises shall be within the scope of the Contractor's duty of indemnity provided in Exhibit B to the Charter School Contract.

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EXHIBIT "B"

Dated: August 2, 2016

GENERAL CONDITIONS FOR CHARTER SCHOOL CONTRACTS

Article	1.	Applicable Law
Article	2.	Assignment
Article	3.	Confidential Matters
Article	4.	Conflict of Interest
Article	5.	General Relationship
Article	6.	Independent Contractors and Employees of Contractor
Article	7.	Non-Assertion of Rights by Consultant or Others
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Article	12.	Superseding Effect
Article	13.	Amendments and Modifications
Article	14	Indemnification
Article	15	School District Policies
Article	16	Special Education Functions
Article	17	Rules of Interpretation

EXHIBIT "B"

GENERAL CONDITIONS FOR CHARTER SCHOOL CONTRACTS

APPLICABLE LAW

Any controversy or claim arising out of or relating to this Contract shall be governed by the law of the State of Alaska. Any litigation under this Contract, if commenced by Contractor, shall be brought in a Court of competent jurisdiction in the Fourth Judicial District of State of Alaska. Pending the resolution of any dispute, the Contractor shall proceed as directed by the Buyer in writing.

2. ASSIGNMENT

This Contract is for personal services and shall not be transferred or assigned in whole or in part by the Contractor without prior written consent of the Buyer.

CONFIDENTIAL MATTERS

The Contractor shall keep in strictest confidence all information relating to this Contract which may be acquired in connection with or as a result of this Contract. During the term of this Contract and at any time thereafter, without the prior written consent of the Buyer, the Contractor shall not publish, communicate, divulge, disclose or use any of such information which has been designated as Buyer proprietary or which from the surrounding circumstances in good conscience ought to be treated as Buyer proprietary. The Buyer shall in all ways comply with statutory requirements of confidentiality. Upon termination or expiration of this Contract, Contractor shall deliver all records, data, information, and other documents and all copies thereof to the Buyer and such shall remain the property of the Buyer.

4. CONFLICT OF INTEREST

The Contractor shall not act as an agent, or in a liaison capacity as an officer, employee, agent, or representative of any Buyer supplier or prospective supplier. Except as permitted in the composition of the Academic Policy Committee of the Contractor, the Contractor hereby warrants that there is no conflict of interest in Contractor's full time or other employment, if any, or other personal service contracts, if any, with the activities to be performed hereunder and Contractor shall advise the Buyer if a conflict of interest arises in the future.

GENERAL RELATIONSHIP

In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the Buyer under the meaning or application of any Federal or State

Unemployment or Insurance Laws or Worker's Compensation Laws, or otherwise, unless provided otherwise by separate contract. The Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the Buyer and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of the Buyer.

6. INDEPENDENT CONTRACTORS AND EMPLOYEES OF CONTRACTOR

The Contractor shall not utilize any entities, persons or employees on the work to be performed hereunder except as permitted by Exhibits A-1 and A-2.

7. NON-ASSERTION OF RIGHTS BY CONTRACTOR OR OTHERS

During and after the term of this Contract, Contractor shall not assert or permit any other party to assert against the Buyer, any patent or other rights with respect to which Contractor has the right to assert or license at the termination or expiration of this Contract because of the practice of any process or the manufacture, use or sale of any product arising out of the subject matter of this Contract.

8. NOTICES

Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served personally or when sent by first class mail addressed to the Parties at the addresses set forth in this Contract.

REPORTS

The Contractor, when directed, shall provide written reports to the Fairbanks North Star Borough School District Board of Education with the respect to the services rendered hereunder.

10. SAFETY AND SECURITY REGULATIONS

The Contractor shall comply with all applicable Buyer security regulations. If the Contractor renders services at the Buyer's facility, Contractor shall not remove any Buyer proprietary information therefrom. The Contractor shall comply with all applicable safety regulations.

11. STRICT LOYALTY

The Contractor and its employees shall avoid all circumstances and actions which would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract.

12. SUPERSEDING EFFECT

This Contract supersedes all prior oral or written agreements, if

any, between the parties, and constitutes the entire agreement between the parties.

13. MODIFICATIONS, AMENDMENTS

No modification or amendment to this Contract shall be effective unless it is in writing and signed by the Contractor and the Buyer. Oral amendments shall be ineffective.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the Buyer, its Board of Education, officers, agents, employees and advisors from liability for the actions and inaction's of the charter school, its Academic Policy Committee, teachers, employees, and volunteers. The duties imposed by this paragraph shall include, but not be limited to, (a) disputes and claims, including mediation and 'due process' hearings, arising directly or indirectly out of individualized education plans, the right to such a plan and implementation of such a plan; (b) disputes and claims involving violations or claims of violations of the confidentiality laws regulating schools, parents and children; (c) disputes and claims arising out of imposition of discipline by the Contractor, it officers, agents, employees and volunteers on students; and (d) disputes and claims involving, directly or indirectly, Buyer's Board Policies or Administrative Policies that are waived by the Contractor under Exhibit A-1.

The itemization of specific instances of the Contractor's duty to indemnify, hold harmless and defend is solely for purposes of illustration and is not intended to be complete.

15. SCHOOL DISTRICT POLICIES

The Contractor acknowledges that, except where it has opted out of School District Policies and Administrative Regulations in the Contract, the Contractor, its officers, directors, agents, employees and volunteers remain bound by and must comply with School District Policies and Administrative Regulations.

16. SPECIAL EDUCATION FUNCTIONS

To the extent that the Contractor may have undertaken special education functions under Exhibit A-1, the Contractor shall be solely responsible for the development, maintenance and implementation of those assumed special education functions for those special education students. The Contractor recognizes and agrees that the Buyer, under federal law, may have liability of the consequences of the Contractor's failure to comply with special education laws, including but not limited to compliance with the Individuals with Disabilities Education Act ("IDEA"). Except where the Buyer has specifically agreed to perform IDEA functions for the Contractor, the Contractor shall have the duty to indemnify the Buyer as set out in Paragraph 14 above. That duty to indemnify shall apply even if federal law would otherwise impose liability on the Buyer.

17. RULES OF INTERPRETATION

The Contractor recognizes that while the charter school statutes of Alaska transfer control of enrolling charter school students to the Contractor, certain portions of Alaska law and federal law hold the Buyer accountable for educational deficiencies, injury or other harm that may befall a charter school student enrolled with the Contractor. The Contractor agrees that this charter school contract shall be interpreted to require the Contractor to indemnify, hold harmless and defend the Buyer from all liability whatsoever for performance or non-performance of those duties and responsibilities which the Contractor has agreed to perform under this contract.

Boreal Sun Charter School Charter Application June 2016

borealsunschool@gmail.com borealsuncharterschool.org

Academic Policy Committee Members and Contact Information

Tal Harlan-Teacher (Designated Contact Person)
1062 Steele Creek Rd
Fairbanks, AK 99712
(907)687-0772
harltal@aol.com

Stephanie Graf-Teacher ssigridgraf@gmail.com

Kristi McEwen-Parent and Teacher mcewen.kristi@gmail.com

Karl Hough, Community Member subsistencepro@aol.com

Deborah Bennett, Teacher deborahbennett5@gmail.com

Kyla Wilkinson, Parent verelmundo@gmail.com

Heather Conklin, Community Member theconklin4@gmail.com

Cassie Jackson, Teacher thacker.cassie@gmail.com

Natasha Prax, Parent praxfamily835@gmail.com

1) Description of the Educational Program

Mission of the Charter School

The Boreal Sun Charter School (BSCS) will provide K-8 students with a cross-curricular arts-integrated program inspired by the philosophy of Waldorf Education. State standards will be met with significant attention given to the developmental model of the unfolding child as practiced in the Waldorf philosophy.

Curriculum and Academic Goals

Waldorf Education strives to meet students' readiness at each age and stage of development, and the curriculum is designed to reflect that. Movement, experiential, and artistic elements are incorporated into every subject, so the children have a hands-on experience of learning. Teachers aim to teach the *whole* child—the head, as well as the heart and hands. Some of the methods long employed by Waldorf Schools are now found to be sound practices in education, such as arts-integrated subjects, and play based kindergarten. A great emphasis will be placed on penetrating subjects deeply and thoroughly from many

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