

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND THE CLASSICAL CHARTER SCHOOL
ASSOCIATION, INC.**

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District ("AASD"), 122 E. College Ave., Suite 1A, Appleton, WI 54911 and Classical Charter School Association, Inc. ("CCSA") through its Governance Board, 3310 North Durkee Street, Appleton, Wisconsin, 54911.

WHEREAS, the Board of Education is authorized pursuant to Wisconsin Statute 118.40(2m)(a), to contract with an individual or group to operate a school as a charter school; and,

WHEREAS, the Board of Education wishes to grant to the Classical Charter School Association, Inc. a charter to operate as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

When used in this Agreement, the following definitions shall apply:

- a. Classical Charter School Association, Inc. will be referenced as CCSA.
- b. "Partner School" is defined as a public or private school with which Classical School shares educational facilities and/or students participate in co-curricular activities.

2. Establishment. The entity seeking to establish the Charter School is CCSA through its Governance Board.

3. Administrative Services. At its sole cost and expense, AASD will provide administrative services to support all School District employees and all enrolled pupils at Classical School in the same manner as other AASD schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, pupil services, recordkeeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance, and testing of students. To the extent that AASD requires information maintained only by Classical School to complete the reporting and compliance monitoring requirements hereunder, AASD will, no later than June 15 prior to the start of any school year, provide Classical School with a list of all information required and Classical School will provide full and accurate responses no later than September 1. AASD will at all times remain the sole employer of all personnel engaged in providing administrative services. All services set forth/outlined not in the budget will be provided by the AASD in a like manner as provided to the other schools.

4. Instrumentality. Classical School will be an instrumentality of the AASD.

5. **Educational Program.** The following is a description of the Classical School educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. Classical School shall notify the AASD in a timely manner in the event of change in instruction method.

Classical School is a K-8 classical school with two components of a classical education, a School of Grammar (K-4) and a School of Logic (5-8). Curricular and program changes will be at the discretion of CCSA; administrator(s) and staff members may not add to or remove from the curriculum/program. The educational program of Classical School will consist of these main features:

- a. **Core Knowledge®.** The Core Knowledge® Sequence as set by the Core Knowledge® Foundation is the K – 8 curricula for instruction in math, history, geography, science, music, art, literature, English, and language arts. Teachers will use a variety of proven and effective methods to teach the children this Core Knowledge® content. Saxon Math will be used for levels kindergarten through geometry. SRA/McGraw-Hill's Direct Instruction program will be used for the "Learning to Read" stages through the Reading Mastery 3 level. SRA/McGraw-Hill's Direct Instruction program, Spelling Mastery, is used for spelling instruction in the School of Grammar. The Shurley English program may be used to teach the English grammar portion of the Core Knowledge® Sequence. Content will be taught through teacher-led instruction within the framework of a classical education.
- b. **World Language.** Spanish will be taught daily for a minimum of 25 minutes (preferably 30 minutes) for grades K – 6 and for one class period grades 7 – 8. Spanish lessons will be taught in Spanish. Latin will be taught as determined by CCSA, and the Spanish curriculum will be modified as deemed necessary by CCSA. Additionally, students may learn Greek and Latin roots and phrases to further their understanding of English and Spanish.
- c. **Fine Arts Education.** The music and art curricula will follow the Core Knowledge® Sequence. Fine Arts instruction will include band, orchestra, and chorus.
- d. **Health and Human Performance.** Physical education classes follow the Appleton School District curriculum and are taught on the home campus for grades K-6 and by a Classical School teacher/s at our Partner School (Einstein) for grades 7-8. Classical School reserves the right to develop its own physical education curriculum.
- e. **Other Curriculum.**
 - 1) Informal and Formal Logic will be taught in the School of Logic.
 - 2) Other curriculum will be developed consistent with the Mission and Philosophy Statement of Classical School as CCSA shall determine.
- f. **Other Programs.**
 - 1) Guidance. As a matter of course, Classical School will not include guidance instruction in its curriculum. Guidance services for crisis situations will be

provided through assigned AASD personnel for grades K-8, as well as 8th grade scheduling for high school. The CCSA Board must approve any Guidance-related instruction.

- 2) **Media Services.** The CCSA Board will approve library acquisitions. Library functions such as cataloging, shelving, checking books in and out will be done by Classical staff and volunteers.
- 3) **Talented and Gifted (TAG).** Classical School students will not participate in TAG instruction or TAG pullout with the exception of special events that will be attended at the discretion of the parent/guardian. TAG identifications for elementary grades will be the responsibility of AASD personnel in conjunction with CCSA staff pursuant to AASD Board policy and procedures and will ensure nondiscriminatory practices.
- 4) **Skill-Level Grouping.** Math and reading will be grouped according to skill level. Math will be skill grouped at all grade levels and reading will be skill grouped through fourth grade. Student placement will be determined by the administrator, with recommendations from teaching staff. The number of skill groups and skill-group matrices will be approved by CCSA. Certain levels of spelling may be grouped by skill level as determined by Classical School administration.

6. **Methods of Measuring Student Progress.** Classical School will monitor student academic achievement through both formal and informal assessment methods. In-class assessments will be made frequently to ascertain whether students have mastered the content and skill material. Student and class performance will be communicated to the parents through a variety of methods to include parent-teacher conferences, monthly teacher and school newsletters, assignment notebooks, report cards, and the AASD parent portal. CCSA will report directly to Board of Education on an annual basis in lieu of participation in the District continuous school improvement process (CSIP). The current method of reporting is sufficient. Classical School shall use the following local measures, assessments and standardized tests to measure pupil progress.

a. **Student Goal 1 – increase student achievement in mathematics**

1. **Objective:** All Classical School students in grades K-8 will show at least one year's growth in mathematics in a minimum of two measures.

Assessments:

- i. Grade level target MAP (Measures of Academic Progress) or Individual student target MAP RIT growth
- ii. Saxon math program progress monitoring/benchmarking overall score of 85% or higher
- iii. IEP (Individualized Education Plan) progress goal reports

b. Student Goal 2 – increase student achievement in English language literacy

1) Objective: All Classical School students in grades K-8 will show at least one year's growth in English language literacy in a minimum of two measures.

Assessments:

- i. Grade level target MAP (Measures of Academic Progress) or Individual student target MAP RIT growth
- ii. PALS Screener (Phonological Awareness Literacy Screening)
- iii. Reading/English report card mastery performance of 85%
- iv. SRA Direct Instruction Reading program checkouts/benchmarking overall score of 85%
- v. IEP (Individualized Education Plan) progress goal report

c. Student Goal 3 – increase student achievement in Science

1) Objective: All Classical School students in grades K-8 will show at least one year's growth in science as defined by one of the following measures:

Assessments:

- i. Wisconsin State Assessment System (WSAS), grades 4 and 8
- ii. Science report card mastery performance of 85%
- iii. IEP (Individualized Education Plan) progress goal reports

d. Student Goal 4 – increase student achievement in History

1) Objective: All Classical School students in grades K-8 will show at least one year's growth in history as defined by one of the following measures:

Assessments:

- i. Wisconsin State Assessment System (WSAS), grades 4 and 8
- ii. History report card mastery performance of 85%
- iii. IEP (Individualized Education Plan) progress goal reports

- e. Classical School shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- f. Classical School shall administer other assessments as required under state and federal law and as implemented by AASD.
- g. Classical School shall provide AASD records as required to document compliance with state and federal law.

7. Governance Structure.

- a. Governance Board. The CCSA Governance Board of Classical School (CCSA), consisting of staff, parents, and community members, will govern the school. CCSA will determine and oversee the mission and strategic plan, coordinate public relations strategies, establish policies as well as, oversee and approve the budget of the

school subject to the terms of this Agreement and specific authorization by AASD. No individual member of CCSA has the right or authorization to individually exercise the rights listed below. CCSA has the rights, not to exceed the authority and subject to the terms and limitations of this Agreement, necessary pursuant to state law to carry out the terms of this Agreement including:

- 1) to determine and oversee the mission and strategic plan;
- 2) to set the educational philosophy of Classical School as set forth in Appendix A;
- 3) to establish and oversee curriculum;
- 4) to establish and oversee school guidelines and policies not to exceed its authority granted herein;
- 5) to oversee and approve the school budget not to exceed its authority granted herein;
- 6) to coordinate public relations strategies;
- 7) to make recommendations related to employment decisions within the current supervision and evaluation process for AASD employees;
- 8) to ensure compliance with this Agreement not to exceed its authority granted herein;
- 9) to appoint the requisite number of CCSA members to its committees, in accordance with CCSA bylaws;
- 10) to receive and disburse funds, subject to Section 13 of this Agreement;
- 11) to secure appropriate insurance pursuant to Section 18 of this Agreement;
- 12) to enter contracts for technical or financial assistance, academic support, curriculum review or other services, and is subject to Section 13 of this Agreement;
- 13) to incur debt in reasonable anticipation of funds, subject to Section 13 of this Agreement;
- 14) to pledge, assign or encumber its assets to be used for loans, subject to Sections 13, 18 and 19 of this Agreement;
- 15) to solicit and accept gifts or grants for school purposes, subject to Sections 13 and 18 of this Agreement;
- 16) to acquire real property for its use, subject to Sections 13, 18 and 19 of this Agreement; and
- 17) to sue and be sued in its own name, subject to limitations under this Agreement and state law.
- 18) Such other matters as the CCSA may deem necessary or appropriate with regard to the operations or affairs of Classical School, but not to exceed the authority granted by AASD under the terms of this Agreement and state and federal law.

- b. Administrator. The Administrator will be selected by CCSA subject to the approval of AASD. The Classical School Administrator will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The Classical School Administrator will be appropriately licensed pursuant to state law. The Administrator will be responsible to AASD and the CCSA Board for overseeing the teacher training, financial accountability, scheduling the building, student discipline, overseeing the educational programs, administering assessments, evaluating programs not administered by the district, and maintaining daily operations. The Administrator is responsible for communications between AASD, CCSA, and Classical School. The Administrator is responsible for arranging teacher evaluations with the district assistant superintendent and, if so certified,

may perform the evaluations subject to AASD approval. AASD approval will not be unreasonably withheld. CCSA and Administrator have discretion on which AASD administrative meetings Administrator shall attend with the exception of meetings/trainings designated as “mandatory” by AASD. An additional administrator will be hired upon agreement between CCSA and AASD to accomplish the administrator job duties as set forth in the then current job description.

- c. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the CCSA Governance Board, the size, method of appointment and constitution of CCSA Governance Board will be as stipulated in CCSA’s Governance Board by-laws. Total membership of CCSA Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on CCSA Governance Board.
- d. Officers. Election of officers is detailed in the by-laws of CCSA Governance Board.
- e. Meetings. Meetings will be held at least 6 times per year. A quorum, consisting of a majority of the Voting Members of CCSA Governance Board must be present. Of the members present, fewer than 50% can be AASD employees before business can be transacted. A majority vote of the Voting Members then serving is sufficient for any action, including election of Board Officers. Meetings are open to all staff, parents, students, and community members and attendance on standing committees is encouraged and attendance at CCSA board and committee meetings is encouraged.
- f. Annual Report. The Classical School’s Administrator will produce an Annual Report for CCSA and will make this document available to the AASD Board of Education and community. The Annual Report will include:
 - (1) state testing results
 - (2) MAP test results
 - (3) enrollment data
 - (4) attendance data
 - (5) parent satisfaction survey results
 - (6) financial report
 - (7) student academic progress

8. Parental and Community Involvement. CCSA will organize and instruct parents to take an active role in the school and create a supportive parent network through the following activities:

- a. Parents/guardians/community members will be involved in the committees established by CCSA. Yearly Committee Goals found in CCSA/Classical School Strategic Plan.
- b. Parents/guardians/community members will serve on the CCSA Board of Directors.

- c. Parents/guardians are encouraged to volunteer within the school a minimum of 20 hours/school year.
- d. Parents will receive mid-quarter and quarterly reports on student progress at Classical School. Parent-teacher conferences will be held during first and third quarters. Additional parent teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents, or teachers, feel it is appropriate.
- e. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution is not reached, the Classical School Administrator will be contacted.
 - (3) If resolution is still not reached, the Administrator will determine whether to refer the matter to CCSA or the Assistant Superintendent based upon the nature of the complaint.
 - (4) If resolution is not reached, the Assistant Superintendent will be contacted to review the subject matter of the complaint for any other process or remedy available under this contract or AASD policy.
 - (5) The final step in the district appeal process is to contact the Board of Education.

9. Faculty Qualifications.

- a. Describe qualifications: Individuals who have a desire to teach at Classical School will be teachers who obtain an appropriate license pursuant to state law. They must also have knowledge or a desire to acquire knowledge in a classical framework, Core Knowledge®, and must subscribe to and support the school's mission and philosophy.
- b. Teachers who work at Classical School will be employees of the Appleton Area School District and will be entitled to all rights and privileges afforded other teachers in the district.
- c. Salary and benefits will be structured according to the Pay and Benefits Plan for Professional Employees as established by the AASD Board of Education.
- d. Open positions for Classical School will be posted and filled through the staffing process as outlined in the AASD Employee Handbook. The Classical School Administrator and CCSA representatives will screen and interview candidates and give the names of candidates who meet district and Classical School standards to the AASD for final approval of candidates to recommend to the AASD Board of Education for hire.
- e. CCSA and Administrator have discretion on which AASD meetings/trainings teachers will attend, with the exception of mandatory meetings/trainings designated by AASD.

10. Student Health and Safety. All federal, state and local health and safety regulations and building code standards will be followed at all AASD locations at which Classical School may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to Classical School.

11. Recruitment and Means of Achieving Racial/Ethnic Balance.

- a. Classical School prohibits discrimination and will not discriminate against students on the basis of sex, race, color, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity, gender expression or physical, cognitive, emotional or learning disability in its education programs or activities or any other classification protected by law. Classical School's official non-discrimination policy will be applied in all operations. Access to Classical School will also not be restricted or enhanced by the following: family income, academic performance, English language proficiency, or athletic ability. Equal access will be provided to all students.
- b. Classical School will monitor the demographic make-up of the student population. If specific groups are under-represented, outreach efforts will be further customized to raise awareness and generate interest. Examples include holding informational meetings in special locations, providing additional translation or interpretation services, and expanding services to accommodate people with disabilities. Translations and interpretation services will be provided to ensure equal access to all students under the law.

12. Admission Requirements.

- a. Classical School is open to all students of the AASD as well as students applying through the Wisconsin Inter-District Open Enrollment process. Application to and attendance at Classical School is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Classical School may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.
- b. Students graduating from eighth grade at Classical School may attend their neighborhood high school or may choose among Appleton High Schools East, West, or North (subject to the AASD Open Enrollment Policy and process), unless required programs to meet disability related needs are not available at their neighborhood school. Students must declare which high school they will attend by January 1 during the eighth grade year.
- c. Parents will enroll their children by written or electronic registration form. A parent/guardian is encouraged to attend one informational meeting or visit Classical School in order to assure understanding of the nature and work of the school.
- d. If the number of applicants exceeds available positions, a lottery will be employed. The names of students on the waiting list will be recorded in the order in which they were drawn. The waiting list does not roll over from year to year.
- e. Classical School will give enrollment preference to current students at Classical School. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- f. Children of Classical School full-time staff and CCSA Governance Board members may be given a preference for enrollment but must be limited to no more than 10% of Classical School's total enrollment.
- g. Students in grades K-8 may enroll and attend Classical School at any point during the school year as space permits in accordance with Classical School lottery procedures and guidelines.

- h. Students must be enrolled in or open-enrolled in the AASD.
- i. Special needs of students will be met according to the goals of their IEP. The AASD will provide required special education services as appropriate, given the needs of each student's IEP.
- j. Students with an IEP who apply by the deadline and are selected through the lottery will be enrolled unless FAPE (Free Appropriate Public Education) cannot be provided within the charter program with accommodations and modifications, pursuant to state and federal law.

13. Budget Responsibilities of AASD and the Charter School.

- a. Equal Funding: Classical School understands that AASD support will not be greater or less than the same support given to other AASD schools. As an instrumentality, the AASD will be responsible for salaries and benefits of staff, as well as the lease and associated expenses of Classical School's space. In addition, Classical School receives funding based on the per-pupil formula applied to all schools in AASD. CCSA Governance Board will oversee, modify, and approve the site budget. All AASD or private contract services will be covered by the AASD with the exception of transportation.
- b. Purchases: Tangible materials/equipment purchased by Charter Schools with grants or donor dollars will be the property of the Classical School and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be the Classical School's responsibility to maintain and/or replace this material/equipment according to the District's specifications. If the Charter dissolves, the property reverts to AASD ownership.

All Charter Schools will receive the same level of support for materials/equipment. As such, when the District updates old technology or teaching materials with more current items, the District will do so for the Charter Schools at the same rate as all other schools in the District. Example: If a Charter School purchases additional computers beyond the District's allocation for the building, it is the responsibility of the Charter School to maintain and/or replace them when they become incompatible with the District's operating programs.
- c. Personnel: Full-time Teacher Equivalents (FTE's) will be allocated to Classical School in the same manner as it does for all AASD schools. As the school's enrollment grows, the necessary FTE's will increase, based on what are current AASD class ratios. Specialists and administrators will be allocated by AASD formula as well.
- d. Administration: Administrative services will be provided in the same manner as other AASD schools, including but not limited to: accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits, administrations, labor relations, enrollment pupil services, record keeping, and general testing of students.
- e. Curriculum: Curriculum will be developed by CCSA. A quality curriculum at Classical School will be sustained through AASD textbook replacement/adoption funds. Other expense incurred through the curriculum development process will be offset by alternate sources of funding, i.e. those not covered in technology upgrades or other curricular purchases.
- f. Liability Insurance: As an instrumentality of the AASD, Classical School will fall under the umbrella of the AASD's liability insurance.

- g. Co-curricular Activities: All Classical School students in grades 7 and 8 may participate on athletic teams and other extra-curricular activities of Partner School (Einstein).
- h. Food Services: Food service will be provided through the AASD's food service program assigned to the school's facility.
- i. Pupil Services: Pupil services will be provided through AASD staff assigned to the school's facility and subject to paragraph 21 herein.
- j. Custodial Services: Custodial and maintenance services will be provided by the AASD at the school's facility.
- k. Testing and Assessment: State and Federal testing and assessment that is administered by the AASD will be the same for Classical School students as is given to students at other AASD schools.
- l. Grant Funds: Grant funds will be used to support travel and professional development budget for Classical School to visit schools and workshops and other professional development conferences that are aligned to the mission and goals of Classical School.
- m. Health and Safety: Classical School will rely upon AASD nursing staff and trained staff to provide the necessary resources. Classical School will abide by all local, state, and federal laws regarding health and safety standards.

14. Student Behavior and Discipline Model.

- a. The discipline system for Classical School will consist of the following steps:
 - Inappropriate behavior will result in the use of Classical School's school wide three-tiered consequential behavior model. The system relies on positive feedback and three tiers of consequences for infractions. CCSA may amend the specific details of the discipline model consistent with the intent to create an organized and structured academic environment. Administrator shall be trained and experienced to guide on discipline policy issues and otherwise be legally compliant.
- b. CCSA administration through its Governance Board reserves the right to create and/or approve a Classical School Code of Conduct Policy.
- c. Behaviors that require suspension, removal from class (according to AASD procedures and guidelines), and expulsion will be referred to the Classical School Administrator and all AASD expulsion policies and procedures will be followed.

15. Public School Alternatives. No student will be required to attend Classical School. Students, who do not elect to attend Classical School, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. Tuition. Classical School shall not charge any tuition. Classical School may charge "activity fees" provided the AASD Board of Education has approved the activities and corresponding fees in advance.

17. Audits. The AASD usual and annual audit will include Classical School. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. Classical

School will participate in all financial audits and comply with all audit procedures and requirements of the AASD audit team as contracted by the AASD Board of Education.

In conformance with the "Governmental Accounting Standards Board Statement No. 39," funds provided by or procured from Classical School as an instrumentality and component unit of the AASD are subject to the AASD fiscal accounting procedures, including audits, and will be included in the AASD financial statements as determined by the AASD audit team as contracted by the AASD Board of Education.

18. School Facilities and Liability Insurance.

- a. Facilities. Classical School is currently located at 3310 N. Durkee Street, Appleton, Wisconsin, 54911. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.
- b. Liability Insurance. The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of Classical School including liability, property, worker's compensation, errors and omissions, and comprehensive coverage.

19. Indemnification and Limitation on Liability.

- a. Indemnification of District.
 - 1) Subject to the limitations and immunities set forth in section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, CCSA through its Governance Board agrees to indemnify, defend and hold AASD and its Board of Education, officers, administrators, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, reasonable actual attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - a) Breach by Classical School of any provision of this Agreement and/or applicable law;
 - b) Failure by CCSA to comply with all applicable law, relating to this Agreement or operation of Classical School, and state and/or federal laws concerning the establishment or operation of a charter school, or identification, admission, access, and/or evaluation of, and/or provision of services and/or accommodations to and/or prohibition of discrimination against students or employees with known or suspected disabilities or any other discrimination as prohibited by applicable law against students or employees; or
 - c) Any negligent or willful act or omission of CCSA or its employees or agents in connection with the performance of the obligations of CCSA under this Agreement. The obligation of CCSA to indemnify and hold harmless under this subsection 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of

competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of AASD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this subsection 19, survive the termination of this Agreement.

b. Indemnification of CCSA.

- 1) Subject to the limitations and immunities set forth in section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, AASD agrees to indemnify, defend and hold CCSA and its directors, officers, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, actual reasonable attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - a) Breach by AASD of any provision of this Agreement; or
 - b) Any negligent or willful act or omission of AASD, the AASD Board of Education or its employees or agents in connection with the performance of the obligations of AASD under this Agreement and/or applicable law.

The obligation of AASD to indemnify and hold harmless under this subsection 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of CCSA Governance Board or its agents and employees. The obligations set forth in this section 19 survive the termination of this Agreement.

- c. Indemnification Procedure. Any Party entitled to indemnification under this Section 19 (each an "Indemnified Party") agrees to give the Party required to indemnify such Party hereunder (each an "Indemnifying Party") prompt written notice of any Indemnity Claim as to which it intends to request indemnification hereunder. The Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any Indemnity Claim at its own expense. The Indemnified Party may participate in such defense at its own expense.
- d. If the Indemnifying Party fails to defend or, if after commencing or undertaking any such defense, fails to prosecute or withdraws from such defense, the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such Indemnity Claim pursuant to this section 19 and proposes to settle such Indemnity Claim prior to a final judgment thereon or to forego any appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or reassume the defense of such Indemnity Claim. Notwithstanding anything contained in this Section 19 to the contrary, the Indemnifying Party will not, without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed), agree to a settlement of any such Indemnity Claim.

- e. Limitation of Indemnity by AASD. The obligation of AASD to indemnify CCSA and Classical School is limited by the provisions of 893.80 of the Wisconsin Statutes to the full extent such statute affords limitation or immunities to AASD, AASD not intending to waive any such provisions.

20. **Non-Sectarian Status.** Classical School shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.

21. **Local Educational Agency Responsibilities.** AASD is the Local Education Agency (LEA) for Classical School for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. § 1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. § 794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*, No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. § 2641 *et seq.*, Title II, 28 CFR Part 35 (implementing regulations of the Americans with Disabilities Act) and Wis. Stat. Chapter 115, subchapter V.

Classical School staff shall participate in staff development opportunities provided by AASD pertaining to IDEA, ADA, Section 504, NCLB, AHERA and other related training provided for the implementation of educational services. The AASD policies governing the implementation of educational services for students with disabilities are applicable to Classical School. Classical School will follow the AASD policy and state law governing seclusion and restraint.

The implementation of the IDEA requirements by Classical School shall be according to the following process:

- a. AASD will provide employees to provide required IEP services to Classical School.
- b. Classical School shall implement IEP services as determined by the LEA through the IEP and IDEA referral and evaluation process, to include assurances of providing the special education instructional time as required by the IEP and document progress on IEP goals at least as often as documenting progress for students without disabilities.
- c. Classical School shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. Classical School will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. Classical School will assist in obtaining any required parental consents under the IDEA on behalf of the LEA in fulfillment of its duties under the IDEA, including parental consent for school-based therapy reimbursement and documentation for such reimbursement.
- f. Classical School will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. Classical School shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. Classical School's implementation of the student IEPs shall follow the LEA AASD

calendar, which will be provided to Classical School annually. If Classical School's school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the Classical School calendar.

- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. Daily attendance records shall be maintained by the Classical School Administrator in accordance with state requirements and sent upon request.
- k. The Classical School Administrator will assist in the provision of information requested by the Department of Public Instruction (DPI) or the Office of Civil Rights if so requested due to compliance complaints or investigations.
- l. All special education staff providing special education services shall participate in joint training and professional development for purposes of delivery of special education service. All special education staff will be available for meetings outside of school hours, none of which shall be paid for by the AASD.
- m. Classical School will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.
- o. The District will keep the Classical School in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the Classical School special education staff to any District- wide special education professional development opportunities.

22. Term, Renewal and Termination of this Contract.

- a. Term. Consistent with the provisions of §118.40(3)(b), Wis. Stats., the terms of this Contract ("Term") shall be for five (5) years commencing on the first day of the 2016-17 school year, and shall expire at midnight on June 30, 2021, unless terminated or extended pursuant to the terms hereof.
- b. Renewal. Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, the AASD Board of Education and CCSA may mutually agree to renew this Contract for such additional terms for up to five (5) years each as the Boards of the AASD and CCSA deem appropriate. The parties agree to the status quo of the terms of this Agreement during the negotiation and/or interim time frame for the development of a successor contract.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) Classical School has insufficient enrollment to successfully operate a charter school,
 - (2) If Classical School fails to comply with generally accepted accounting principles and standards of fiscal management,

- (3) If the students of Classical School have not shown sufficient academic progress using multiple measures for two (2) or more consecutive years.
 - (4) If students enrolled in Classical School have failed to make sufficient progress toward attaining the educational goals of their curriculum. If an extension of time to attain such goals is requested by CCSA Governance Board and/or Administration in writing, such request shall include a written plan acceptable to the AASD. This plan will set out the additional steps Classical School will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, Classical School shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) CCSA, CCSA members, employees, or agents provide the AASD Board of Education intentionally false or misleading information or documentation in the performance of this Contract, or
 - (6) Classical School has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of Classical School has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (8) Classical School knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (9) Classical School defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract, unless otherwise required by law or addressed herein, if AASD asserts a material default on the part of CCSA, the AASD will provide written notice of the specific material default asserted and afford CCSA 60 calendar days in which to cure the asserted material default. This does not apply as to student progress or compliance with the IDEA, Sec. 504 or law directing educational services.
- d. Notice. Written notice of such termination shall be provided to CCSA via certified or registered mail, return receipt requested, and shall include the stated reasons for the termination and its effective date. The AASD will issue a provisional notice of termination on or before July 1 to be effective the subsequent July 1. During the interim school year, the AASD may require that Classical School undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Classical School with the corrective and remedial measures identified by the AASD. Unless otherwise suspended, the provisional notice of termination will be effective on the date set forth in the provisional notice. In the event of termination, materials and equipment purchased with AASD funds of any character will remain the property of AASD. Funds raised by non-school groups through fundraising activities and directed to CCSA or school organizations shall be considered gifts to CCSA. All gifts and bequests to Classical School shall become property of Classical School.
- e. Emergency Termination or Suspension. If the AASD Board of Education determines that any of the causes for termination set forth in Subsection c., above, have occurred and AASD reasonably determines that the health or safety of the students of Classical School is put at actual risk thereby, the AASD Board of Education shall provide CCSA written notice of such cause for termination and, upon delivering such notice, (i) may either terminate this

Contract immediately or (ii) may exercise superintending control of Classical School pending further action.

- f. Termination by CCSA Governance Board. This Contract may be terminated by CCSA Governance Board if CCSA finds that any of the following have occurred:

- (1) Classical School has insufficient enrollment to successfully operate a public school;
- (2) The AASD Board of Education defaults materially in any of the terms or conditions contained in this Contract.
- (3) AASD willfully provides Classical School false or intentionally misleading information or documentation in the performance of this Contract, or
- (4) AASD defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

CCSA shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When CCSA asserts a material default on the part of the AASD, CCSA will provide written notice of the specific material default asserted and afford the AASD 60 calendar days in which to cure the asserted material default.

- g. Final Accounting. Upon termination of this Contract, CCSA shall assist the AASD Board of Education in conducting a final accounting of Classical School by making available to the AASD Board of Education all books and records that have been reviewed in preparing Classical Schools annual audits and statements under Section 17 of this Contract.
- h. Equipment Disposition. Classical School will respond to requests from the AASD Board of Education and Department of Public Instruction for inventory of equipment purchased with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more.
- i. Fundraising. Funds raised by non-school groups through fundraising activities and directed to CCSA, Classical School, or school organizations, shall be considered gifts to Classical School. All gifts and bequests become property of CCSA and Classical School, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. Classical School will be exempt from all state educational laws and policies to which it is entitled to exemption in the Wisconsin State Charter School law (Wisconsin Statute §118.40).
- b. Particularly, Classical School and CCSA will have autonomy related to:
- 1) Curriculum Development
 - 2) Educational Materials Selection
 - 3) Professional Staff Development
 - 4) School Day Schedule
 - 5) School Calendar

- 24. Transportation.** Transportation shall not be provided for students who choose to attend AASD Charter Schools unless otherwise provided pursuant to state or federal law.
- 25. Notices.** Whenever this Contract provides that notice must or may be given or that information must or may be provided, notice and information shall be provided in the following manner.

With a copy to: Principal, Classical School
Classical Charter School
3310 North Durkee Street
Appleton, WI 54911

26. **AASD and Charter School Liability.** The parties agree that the establishment of Classical School

shall have no effect on the liability of AASD other than those obligations specifically undertaken by AASD under this Contract. The parties agree that the establishment of Classical School shall have no effect on the liability of Classical School other than those obligations specifically undertaken by Classical School under this Contract.

27. Miscellaneous.

- a. Governing Law. This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. Application of Statutes. If, after the effective date of this Contract, there is a change in applicable law which alters or amends the responsibilities or obligations of any of the parties to this Contract, this Contract shall be altered or amended by the parties to conform to the change in existing law as of the effective date of such change.
- c. Enrollment. Total full-time equivalent pupil enrollment at Classical School is: two classes each of grades Kindergarten – Grade 8.
- d. Entire Agreement. This Contract sets forth the entire Agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Contract.
- e. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions of this Contract. If any provision of this Contract shall be or be determined to be in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- f. Modifications. No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend a provision of this Agreement. A request for amendment will be presented in writing before March 30 of each year and identify the terms of the proposed amendment. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment.
- g. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- h. Assignment. This Contract is not assignable.
- i. Counterparts: Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date written below. Through their signatures the representatives of the parties confirm that they have full authority to execute this Contract.

APPLETON AREA SCHOOL DISTRICT:

By: Sharon M. Fenlon

Sharon M. Fenlon
President, Board of Education

Date: 10/12/16

ATTEST:

Diane S. Barkmeier

Diane S. Barkmeier Board
of Education Clerk

Date: 10/10/16

Charter School Contract between the Appleton Area School District and Classical Charter School Association, Inc.

By: [Signature]

Anne Tretinyak
CCSA, Governance Board President

Date: 10-13-16

ATTEST:

[Signature]

Joanne Bielmier
CCSA, Governance Board Secretary

Date: 10-13-2016