

CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND APPLETON eSCHOOL

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District (“AASD”), 131 E. Washington St., Suite 1A, Appleton, WI 54911 and Appleton eSchool Governance Board (“Appleton eSchool”), Appleton eSchool, Appleton, Wisconsin, 54914

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 Appleton eSchool 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:

“Host School”: means a public school in the AASD that allows Appleton eSchool Charter School to use its classrooms and other educational facilities for the purposes of educating eSchool’s students.

“Resident Campus School”: means the school in which the student would enroll if attending a traditional school option in AASD.

“Partner School”: means a public or private school with which eSchool students participate in co-curricular activities and student events.

“eSchool”: means eSchool Charter School.

“eSchool Governance Board”: means the governing body of Appleton eSchool Charter School

“WEN”: means Wisconsin eSchool Network, Inc.

“Interim Session”: means a separate term based on state of Wisconsin statute (Chapter PI 17) that falls outside of the fall and spring terms.

2. **Establishment.** The entity seeking to establish the Charter School is Appleton eSchool 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 eSchool 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 eSchool 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 eSchool with a list of all information required and eSchool 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. Appleton eSchool will be an instrumentality of the AASD.

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

Appleton eSchool, as a virtual charter school, may enroll students in grades 9-12 for full time online. eSchool may enroll part-time students (Ongoing online and/or blended learning enrollments) in grades 7-12.

eSchool is recognized and serves as the ongoing online learning hub for AASD.

Appleton eSchool enrollments are considered ongoing and are not required to be tied to the traditional term start dates.

eSchool offers an interim session(s) outside of the defined school year.

eSchool Overview:

Historical Founding Mission (since 2002):

Our mission is to utilize new and emerging technologies to provide students a pathway to achieve success within a 21st century learning environment. We will provide high-quality standards-driven curriculum that is able to accommodate students' varying physical locations while providing flexible time frames and course pacing.

Historical Founding Core Beliefs (since 2002):

1. Appleton eSchool should offer a wide variety of course options for high school credit as generated by students' needs and interests.
2. Appleton Area School District students should be encouraged to complete at least one online course as preparation for an increasingly technological world.
3. In general, it is not recommended that students take all of their high school courses through online learning.

4. The future success of Appleton eSchool is contingent upon exploring and engaging in partnerships that maximize resources to benefit students.

Vision and Core Beliefs (updated 2018):

Vision: - Your Digital Learning Hub

The Appleton eSchool vision is to continue to be the premier online and blended learning school to support the various demands and needs of Appleton and the Fox Cities community.

Core Beliefs:

1. **Student Agency** – Empowered students activate their learning.
 - a. Enable an element of control for students over their learning.
 - b. Connect with and utilize coaches and mentors.
 - c. Choose from an expansive catalog of standards aligned courses.
2. **Flexibility** – Student learning and individual responsibility working together.
 - a. Embraces anytime and anywhere ongoing courses.
 - b. Provides access to dynamic high-quality standards aligned content.
 - c. Allows for content and systems to update continuously to stay on innovative edge.
 - d. Supports today's need of both in person and online learning.
3. **Skills & Experiences** – Success today generates post high school readiness tomorrow.
 - a. Experience at least one online course in high school and earn an online course ready badge.
 - b. Advocate by asking questions.
 - c. Communicate effectively with email, messaging and video.
 - d. Understand and utilize resources to learn.
 - e. Collaborate with students across Wisconsin.

The education program will consist of these main features:

- a) **eSchool students' needs will be met through online and blended learning.**
 - a. **Online learning** is defined as courses that are delivered almost exclusively online.
 - b. **Blended learning**, according to the Clayton Christensen Institute, is defined as a formal education program in which a student learns:
 - i. Part Online

1. In part online, with some elemental control over the time, place, path or pace of their learning.
 - ii. Part away from home:
 1. In part in a brick-and-mortar location away from home.
 - iii. Along a learning path:
 1. The modalities along a student’s learning path are connected to provide an integrated learning experience.
- b) eSchool will offer a collection of learning experiences that may be delivered online as well as in a combination of both online and face-to-face environments. These learning experiences may be delivered on-going or in cohort communities of learning.
 - c) eSchool’s partnership as an invested member of the Wisconsin eSchool Network, Inc. (WEN) provides a voting seat on the WEN board of directors for eSchool. WEN will provide a platform solution which includes: curriculum, learning management system, virtual student information system (enrollment platform), second level of technical support, and a direct link partnership to the Wisconsin Department of Public Instruction’s (DPI) Digital Learning Collaborative. eSchool will continue to leverage and grow within this strategic relationship as an invested member with the WEN.
 - d) eSchool will continue to offer professional development opportunities for current staff to continue their learning, especially in the domains of the continuum of online and blended learning.
 - e) eSchool will continue to develop and refine courses locally, as determined by the governance board.
 - f) eSchool may provide the opportunity to earn dual-credit for a select number of courses with eSchool governance board approved partners.
 - g) As an instrumentality of AASD, students have the ability to acquire a laptop device (currently a chromebook as of 2019).
 - h) eSchool will provide an integrated and paperless course registration system.
 - i) eSchool will provide a coach presence at each AASD comprehensive high school. Middle schools are responsible for identifying a main contact and physical presence.
 - j) As required by state statute, eSchool provides educational services to its pupils for at least 150 school days each year. eSchool teachers will be available during regular school days as established by AASD to respond to requests as well as to consult about student progress and suggest personalized learning activities. No more than 10 hours in any 24-hour period may count toward these requirements. [Wis.Stats 118.40(8)(d)]. eSchool ensures that its teachers respond to inquiries from pupils and from parents or guardians of pupils by the end of the first school day following the day on which the inquiry is received. [Wis. Stats 118.40 (8)(d)].

6.——Methods of Measuring Student Progress. Appleton eSchool shall use the following local measures, assessments and standardized tests to measure pupil progress. The Appleton eSchool Governing Board will assist in setting annual strategic goals to drive measurements to improve student access, course completion and achievement within eSchool courses. In addition, eSchool will participate and play an active role in the WEN strategic planning process to assist in key planning areas in the eSchool governing board.

a. Student Goal 1 – Student Participation: 30-40%

- i. Appleton eSchool will work to maintain 30%-40% AASD high school students who have completed at least 1 online course with Appleton eSchool before graduating high school.

Measures: This goal will be measured by comparing the total number of high school students who took an online course with eSchool to the total number of high school students attending the comprehensive AASD high schools.

b. Student Goal 2– Course Completion

- i. Student completion rates within eSchool course enrollments will be at least 85% of all eSchool course enrollments completing their course(s) for credit towards graduation.

Measures: eSchool will monitor course completion rates to past Appleton eSchool completion rates.

c. Student Goal 3 – Post High School Readiness

- i. At least 85% of eSchool students who participate in an online course with eSchool will earn the online course ready for post high school badge.

Measures: eSchool will monitor the number of eSchool course completions to the number of students who earned the online course ready badge.

- d. Appleton eSchool shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- e. Appleton eSchool shall administer other assessments as required under state and federal law, and as directed by AASD.
- f. Appleton eSchool shall provide AASD records as required to document compliance with state and federal law.

7. Governance Structure.

- a) **Governance Board.** A Governance Board consisting of staff, parents, and community members will govern the school (the “Appleton eSchool Governance Board”). The Appleton eSchool Governance Board 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 a Charter School Governance Board has the right or authorization to individually exercise the rights listed below.

The Governance Board has the rights, subject to the terms and limitations of this Charter Agreement, necessary pursuant to state law to carry out the terms of this Charter Agreement, including:

- 1) to determine and oversee the mission and strategic plan;
- 2) to set the educational philosophy of Appleton eSchool;
- 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 Appleton eSchool Governance Board members to its committees, in accordance with Appleton eSchool bylaws;
- 10) to receive and disburse funds, subject to Section 13 of this Agreement;
- 11) to secure appropriate insurance, which it has done pursuant to Section 18 of this Agreement;
- 12) to enter contracts for technical or financial assistance, academic support, curriculum review or other services, which it has done 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 Appleton eSchool may deem necessary or appropriate with regard to the operations or affairs of Appleton eSchool, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.

b) Lead Teacher. Appleton eSchool will be a teacher led school. The lead teacher, who also has the title of Director of eSchool, coordinates and oversees the daily operation of the school and will work closely with the Appleton eSchool Governance Board to ensure that

the educational goals of the school are met. The Appleton eSchool lead teacher and Appleton eSchool Principal will collaborate on procedures. The eSchool Lead Teacher will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.

- c) Principal. A principal will be assigned to Appleton eSchool by AASD. AASD will appoint the principal in collaboration with the Appleton eSchool Governance Board. The Appleton eSchool principal will not only demonstrate an interest and a commitment to the students, but a passion for the mission, vision and core beliefs of the school. The eSchool principal will be appropriately licensed, pursuant to state law.
- d) Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the Appleton eSchool Governance Board, the size, method of appointment and constitution of the Appleton eSchool Governance Board will be as stipulated in the Appleton eSchool Governance Board's by-laws. Total membership of the Appleton eSchool Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the Appleton eSchool Governance Board.
- e) Officers. Election of officers is detailed in the by-laws of the Appleton eSchool Governance Board.
- f) Meetings. Meetings will be held at least 4 times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the Appleton eSchool 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 participation on standing committees is encouraged.
- g) Annual Report. AASD will create an Annual Report for DPI requirements as the authorizer. The Annual Report may include:
 - 1. state testing results
 - 2. enrollment data such as waitlists and course requests
 - 3. attendance data
 - 4. student and parent satisfaction survey results
 - 5. financial report
 - 6. student academic progress such as course completion and online course readiness badges earned
 - 7. The Charter School may provide the district additional data the Governance Board may feel pertinent. Furthermore, this annual report will be available to the Board of Education and the community.

8. Parental and Community Involvement.

The Appleton eSchool Governance Board will organize and instruct parents to take an active role in the school and create a supportive parent network through the following activities:

a. Participation

eSchool parents/guardians will be involved with the eSchool by having representation on the eSchool governing board. Parents/guardians will also serve on eSchool parent advisory council. Parents (and students) may be an integral part of representing eSchool at the AASD annual charter fair for the community.

b. Parent Involvement and Relationship.

Parents, through their guardian accounts in eSchool, will receive a minimum of monthly progress reports as well as direct, real-time access to their student's academic progress in eSchool courses. Parent support training events will be held in conjunction with the district calendar conferences schedule. 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.

c. Parental issues, concerns, questions, and complaints will be handled following these steps:

- (1) Contact the teacher.
- (2) If resolution has not been reached, or if the concern is school wide, the Appleton eSchool lead teacher/director will be contacted.
- (3) If resolution is still not reached, the Principal will be contacted.
- (4) If resolution is still not reached and based on the issue, the charter school principal will contact the Appleton eSchool Governing Board or AASD Assistant Superintendent.
- (5) Unresolved issues may be appealed the Superintendent of Schools.
- (6) The final step in the District appeal process is to contact the Board of Education.

9. Faculty Qualifications.

a) Described qualifications

Individuals who have a desire to teach in eSchool will be appropriately licensed teachers and have a sincere interest in the mission and vision of the school. They will have knowledge of or a desire to acquire knowledge regarding how their specific discipline fits into online and blended learning. They are willing to go above and beyond to help our students succeed. All teachers in eSchool are certified according to state licensing requirements. Position descriptions for all teaching and administrative positions within eSchool are developed and approved in cooperation with the eSchool Governance Board or designee and AASD administration.

eSchool will have a core staffing group. Teachers who work at eSchool will be assigned teaching assignments based on license areas, with the exception of teachers in the role of “eSchool Coach,” in which specific subject license areas may not be a requirement.

eSchool Coach Roles:

- eSchool coaches and support teachers will act as a mentor, main point of contact and “go to person” for students attending eSchool.
- eSchool coaches will act as a mentor and trainer for eSchool staff in which the eSchool coach will facilitate ongoing staff training (in Professional Learning Communities) as eSchool evolves with software, hardware, and user interfaces in cooperation with the eSchool principal.
- eSchool Teachers may be assigned as mentors to eSchool teachers as determined by the Principal.

- Teachers who work at Appleton eSchool during the school year and interim session(s) will be staffed at a range of 30-35 student enrollments per 0.1 FTE.
- Teachers who work at Appleton eSchool will be employees of the AASD and will be entitled to all rights and privileges afforded other teachers in the District.
- Salary and benefits will be structured according to the Pay and Benefits Plan for Professional Employees as established by the AASD Board of Education.
- Open positions for Appleton eSchool will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- Lead Teacher and Principal 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 Appleton eSchool may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to Appleton eSchool.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- Appleton eSchool 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. Appleton eSchool official non-discrimination policy will be applied in all operations. Access to Appleton eSchool 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. Appleton eSchool 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. Appleton eSchool 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 Appleton eSchool is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Appleton eSchool may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.
- b. Parents will apply and enroll their children by registering via the eSchool application process. Full time students will enroll directly with AASD via the online registration process via AASD Student Information System. A parent/guardian is required to create the initial application in AASD Student Information System. before eSchool can create the student profile in the eSchool system. Before beginning an entirely online education experience with eSchool, it is recommended that the interested student along with a parent/guardian meet or speak with appropriate eSchool staff.
- c. 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.
- d. Appleton eSchool will give enrollment preference to current students at Appleton eSchool. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of Appleton eSchool full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Appleton eSchool's total enrollment.
- f. Students may enroll and attend Appleton eSchool at any point during the school year as space permits in accordance with Appleton eSchool lottery procedures and guidelines.
- g. Students must be enrolled in or open-enrolled in the AASD.
- h. 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.
- i. 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:** Appleton eSchool understands that AASD support will not be greater or less than the same support given to other AASD schools. However, it is understood that eSchool's enrollment is fluid with ongoing enrollments. Therefore, eSchool and AASD will look at enrollment numbers quarterly and may adjust FTE allotment as needed. eSchool's Interim Session will also be part of FTE adjustments and positions. As an instrumentality, the AASD will be responsible for salaries and benefits of staff, as well as the lease and associated expenses of eSchool space. In addition, eSchool receives funding based on the per-pupil formula applied to all schools in the AASD. The Appleton eSchool 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 eSchool with Federal or State grant dollars will remain the sole property of the school and/or its Governance Board. Tangible materials/equipment purchased by eSchool with non-federal or state grants or donor dollars will be the property of the Charter School and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be the Charter 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 except for any property purchased with Federal or State grant dollars. Appleton eSchool Governance Board shall return any unspent federal or state grant funds to the Department. Appleton eSchool Governance Board shall dispose of all property purchased with federal or state grant funds as required by state and federal law.

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 Equivalent (FTE's) will be allocated to eSchool in the same manner as it does for all AASD schools. As the school's ongoing enrollment grows, the necessary FTE's will increase, based on what are current AASD class ratios. Specialists will be allocated by AASD formula as well. Due to the nature of eSchool students having a combination of online and/or blended courses, the cross enrollments with other AASD schools will be factored into the staff planning to appropriately meet the teaching and learning needs. Interim session personnel (teaching, coaching and administrative) will be included as part of AASD eSchool staffing as a whole.
- 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:** eSchool curriculum costs are factored into per enrollment costs with WEN as well as eSchool purchasing curriculum independently of WEN. A quality curriculum

at Appleton eSchool 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, the Appleton eSchool will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All eSchool students may choose to participate in co-curricular activities at their home school per WIAA rules, as appropriate to their grade levels. The activities will be offset by current district allocations and other funding sources. eSchool students may only participate in these activities at a single school in any given academic year.
- 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 Appleton eSchool 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 eSchool to attend online and blended learning workshops and other professional development conferences that are aligned to the mission and goals of eSchool
- m. Health and Safety: Appleton eSchool will rely upon AASD nursing staff and trained staff to provide the necessary resources. Appleton eSchool 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 eSchool will consist of the following steps:
 - 1) Online classroom teacher will contact the student and will immediately address the inappropriate behavior.
 - 2) Student meeting with the online/classroom teacher to address the behavior and discuss appropriate alternative behaviors.
 - 3) Teacher meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The eSchool Governance Board reserves the right to create and/or approve an eSchool 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 eSchool principal (or Host School administrator) and all AASD expulsion policies and procedures will be followed.

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

16. Tuition. Appleton eSchool shall not charge any tuition. Appleton eSchool 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 Appleton eSchool. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. Appleton eSchool 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 Appleton eSchool 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.

Annually AASD Charter School Committee may review progress toward performance goals.

18. School Facilities and Liability Insurance.

- a. **Facilities.** Appleton eSchool is currently located at Appleton eSchool, Appleton, Wisconsin. 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 Appleton eSchool including liability, property, worker’s compensation, errors and omissions, and comprehensive coverage (\$10,000,000/occurrence).

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, Appleton eSchool 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 **Appleton eSchool** of any provision of this Agreement;
- b) Failure by **Appleton eSchool** Governance Board to comply with all applicable law, relating to this Agreement or operation of **Appleton eSchool**, 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 **Appleton eSchool** Governance Board, or its employees or agents in connection with the performance of the obligations of **Appleton eSchool** Governance Board under this Agreement. The obligation of **Appleton eSchool** Governance Board to indemnify and hold harmless under this Section 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 Section 19, survive the termination of this Agreement.

b. Indemnification of **Appleton eSchool** Governance Board

- 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 **Appleton eSchool** Governance Board 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 Section 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 **Appleton eSchool** 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 **Appleton eSchool** is limited by the provisions of Section 893.80 of the Wisconsin Statutes to the full extent such statute affords limitations or immunities to AASD, AASD not intending to waive any such provisions.

20. Non-Sectarian Status. **Appleton eSchool** 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 **Appleton eSchool** 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.

Appleton eSchool 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 Appleton eSchool. Appleton eSchool will follow the AASD policy and state law governing seclusion and restraint.

The implementation of the IDEA requirements by Appleton eSchool shall be according to the following process:

- a. AASD will provide employees to provide required IEP services to Appleton eSchool.
- b. Appleton eSchool 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. Appleton eSchool shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. Appleton eSchool will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. Appleton eSchool 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. Appleton eSchool will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. Appleton eSchool shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. Appleton eSchool's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the Appleton eSchool annually. If the Appleton eSchool school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the Appleton eSchool 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 Appleton eSchool in accordance with state requirements and sent upon request.

- k. The Appleton eSchool 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. Appleton eSchool 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 Appleton eSchool in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the Appleton eSchool special education staff to any District- wide special education professional development opportunities.
- q. The District has the right to inspect the charter school facilities and records with reasonable notice.

22. Term, Renewal and Termination of this Contract.

- a. Term. Consistent with the provisions of §118.40(3)(b), Wis. Stats., the term of this Contract (“Term”) shall be for five (5) years commencing on June 1, 2024, and shall expire at midnight, on May 31, 2029, 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 Appleton eSchool 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 Appleton eSchool deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) Appleton eSchool has insufficient enrollment to successfully operate a charter school,
 - (2) If Appleton eSchool fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of Appleton eSchool have not shown sufficient academic progress using multiple measures.
 - (4) If students enrolled in Appleton eSchool 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 the Appleton eSchool 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 Appleton eSchool will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, Appleton eSchool shall be allowed a reasonable time in which to correct the progress deficiencies.

- (5) The Appleton eSchool Governance Board, Board Members, employees, or agents provide the AASD Board of Education false or intentionally misleading information or documentation in the performance of this Contract, or
- (6) Appleton eSchool has failed materially to comply with Applicable Law,
- (7) Any director, members, employee, or agent of Appleton eSchool has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) Appleton eSchool knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) Appleton eSchool 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 Appleton eSchool, the AASD will provide written notice of the specific material default asserted and afford Appleton eSchool 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 the Appleton eSchool 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 Appleton eSchool undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Appleton eSchool 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 individual schools or school organizations, shall be considered gifts to the District and all gifts and bequests shall become property of the School District.

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 Appleton eSchool is put at actual risk thereby, the AASD Board of Education shall provide Appleton eSchool 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 Appleton eSchool pending further action.

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

- (1) Appleton eSchool 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 Appleton eSchool 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.

Appleton eSchool shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When Appleton eSchool asserts a material default on the part of the AASD, Appleton eSchool 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, Appleton eSchool shall assist the AASD Board of Education in conducting a final accounting of Appleton eSchool by making available to the AASD Board of Education all books and records that have been reviewed in preparing Appleton eSchool annual audits and statements under Section 17 of this Contract.

h. Equipment Disposition. Appleton eSchool 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. Funds raised by non-school groups through fundraising activities and directed to Appleton eSchool, Appleton eSchool School, or school organizations, shall be considered gifts to Appleton eSchool School. All gifts and bequests become property of Appleton eSchool and Appleton eSchool School, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. Appleton eSchool 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) and Wisconsin State Virtual Law (Wisconsin ACT 222).
- b. Particularly, Appleton eSchool and the Appleton eSchool Governance Board will have autonomy related to:

- 1) Curriculum Development
- 2) Educational Materials Selection
- 3) Professional Staff Development
- 4) School Day Schedule
- 5) School Calendar (including Interim Session(s)) - The charter school must submit to the District a copy of its upcoming school year calendar no later than April 30 annually. Should AASD need to amend its calendar or make significant changes to the approved District calendar, charter schools will be granted an opportunity to adjust their calendar as well, provided they meet all start requirements.
- 6) Longitudinal Assessment
- 7) Other District Wide Assessments
- 8) Course Offerings
- 9) Appleton eSchool Grade Promotion—Governance Board to establish criteria
- 10) Appleton eSchool Graduation Requirements—Appleton eSchool Governance Board to establish criteria

24. **Transportation.** Transportation is not provided for students who choose to attend AASD Charter Schools.

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.

To AASD: Board President
 Appleton Area School District
 131 E Washington Street, Suite 1A
 Appleton, Wisconsin 54911

With a copy to: Superintendent of Schools
 Appleton Area School District
 131 E Washington Street, Suite 1A
 Appleton, Wisconsin 54911

To Appleton eSchool: Board President
 Appleton eSchool Charter School
 2121 Emmers Dr.

Appleton, WI 54915

With a copy to:

Principal
Appleton eSchool Charter School
2121 Emmers Dr.
Appleton, WI 54915

Notice hereunder shall be effective if made by hand delivery or by United States Mail, postage prepaid, certified with return receipt requested. Notices shall be effective (i) when actually received by the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

26. **AASD and Charter School Liability.** The parties agree that the establishment of **Appleton eSchool** 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 **Appleton eSchool** shall have no effect on the liability of **Appleton eSchool** other than those obligations specifically undertaken by **Appleton eSchool** 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.** In eSchool's core beliefs, eSchool believes that all students should experience online learning during their years with the AASD. eSchool full-time equivalent pupil enrollment will include students attending eSchool up to 100% of their full-time equivalent. With the nature of online and blended learning, nimbleness and scalability are critical to meet student demands. Total full-time equivalent pupil enrollment at eSchool shall not be increased by a net change of more than fifty (50) per academic year based on the prior academic year's highest total without eSchool Governance Board and Principal consent. As a baseline, 100 FTE enrollments is roughly equivalent to 1200 semester enrollments.
- 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. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- g. Assignment. This Contract is not assignable.
- h. 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:

Kay A. Eggert
 Kay S. Eggert
 President, Board of Education

Date: 3/4/24

Appleton eSchool:

Monica N Stage
 Monica Stage
 Governance Board President

Date: 4/11/24

ATTEST:

James Bacon
 James Bacon
 Board of Education Clerk

Date: 3/4/24

ATTEST:

Paul Painting
 Paul Painting
 Board Member

Date: 4/10/24