

CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON **AREA** SCHOOL DISTRICT AND **STEPHEN FOSTER ELEMENTARY CHARTER SCHOOL**

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 Foster Elementary Charter School Governance Board (“Foster Elementary”), 305 W Foster St., 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 Foster Elementary, 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. “Foster Elementary” refers to Stephen Foster Elementary Charter School.
- b. “Neighborhood School” means an AASD public school which serves a specific geographical area.

2. **Establishment.** The entity seeking to establish the Charter School is the Stephen Foster Elementary Charter School Inc. (Name of the Non-stock Corporation or 501 (C) 3).

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 Foster Elementary 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 Foster Elementary 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 Foster Elementary with a list of all information required and Foster Elementary 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. Foster Elementary will be an instrumentality of the AASD.

5. **Educational Program.** The following is a description of the Foster Elementary educational program of the school and methods used to enable pupils to attain the educational goals

under Wis. Stat. § 118.01. Foster Elementary shall notify the AASD in a timely manner in the event of a change in instruction method.

- a. Foster Elementary is unique to traditional elementary schools in that its focus is to promote the growth of future global leaders by embedding the importance of leadership, and the qualities of future leaders in all aspects of its programming and culture. Global leadership is embedded within the themes of reading, writing and annual community service projects completed by each grade level. Science and social studies content will be taught through a disciplinary literacy approach, focusing on themes provided within the ELA curriculum. As students move through Foster's K-6 educational programming, their learning culminates with stronger connections to local community, state, nation, world events and history.
- b. K-6 alignment of values embedded within Foster Elementary's identity as a global leadership school will occur within all aspects of Foster students' educational experience. Themes that honor diversity, leadership, civil engagement, kindness and compassion will be a focus in academic programming, extra-curricular experiences, staff sponsored clubs and a strong community partnership. As a result, Foster students will understand and exemplify characteristics of global leadership both within their school community and the community at large.
- c. Having gained a strong understanding of global citizenship throughout Foster's K-4 experience, fifth and sixth graders will define a specific global issue, then research it using materials exploring 21st-century issues affecting countries around the world. As a culminating activity, 5th and 6th graders will propose and present appropriate solutions to the school community.
- d. Foster will use district adopted curricular materials for reference purposes and reserves the right to either take part in future adoptions or take the cash equivalent to support the instructional practices that align with Foster's identity as a school which promotes global leadership.
- e. Foster will create a safe and responsive learning environment that supports the social, emotional and academic needs of its students. In addition, students will contribute to a culture that fosters diversity, leadership, civil engagement, kindness and compassion. Contributions by individuals, as well as groups of students, will be acknowledged through whole-school celebrations that include family members who support their child's development as global leaders. Foster teachers and staff will serve as models who exemplify those aforementioned characteristics.
- f. While all AASD students have art, music and PE weekly, students at Foster Elementary receive additional sessions of music and PE to support and promote connections to global leadership as well as develop personal leadership attributes.

6. Methods of Measuring Student Progress. Foster Elementary shall use the following local measures, assessments and standardized tests to measure pupil progress. Foster Elementary may participate in the District's Continuous School Improvement Planning (CSIP) and reporting process.

a. Student Goal 1 -- Increase student achievement as measured by District Wide Assessment

(1) Objective: Foster Elementary will meet or exceed the district's average targeted growth in reading and math.

Assessment: District Wide Assessment

b. Student Goal 2—Foster Elementary students will demonstrate increased global and cultural awareness.

(1) Objective: Students in 5th and 6th grade at Foster Elementary will engage in Global Issues inquiry and research culminating in an end of year project.

Assessment: Students will be evaluated using a rubric created by 5th and 6th grade teachers and approved by the Foster Elementary Charter Board.

c. Student Goal 3—Foster Elementary students will demonstrate increased engagement in their learning.

(1) Objective: Foster Elementary students in grades 3-6 will meet or exceed the district's average of favorable responses in the areas of: Sense of Belonging, Classroom Effort and Student-Teacher Relationships.

Assessment: Research Based Student Perception Survey (ie: Panorama)

d. Foster Elementary shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.

e. Foster Elementary shall administer other assessments as required under state and federal law, and as directed by AASD.

f. Foster Elementary 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 "Stephen Foster Elementary Charter School Governance Board"). The Foster Elementary 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 Foster Elementary 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 2 members to its committees, in accordance with Foster Elementary bylaws (See Appendix B for the current 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 Foster Elementary Board may deem necessary or appropriate with regard to the operations or affairs of Foster Elementary, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.

- b. Principal. A principal will be assigned to Foster Elementary by AASD. AASD will appoint the principal in collaboration with the Foster Elementary Governance Board. The Foster Elementary principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The Foster Elementary principal will be appropriately licensed, pursuant to state law.
- c. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the Foster Elementary Governance Board, the size, method of appointment and constitution of the Foster Elementary Governance Board will be as stipulated in the Foster Elementary Governance Board's by-laws. Total membership of the Foster Elementary Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the Foster Elementary Governance Board.
- d. Officers. Election of officers is detailed in the by-laws of the Foster Elementary Governance Board.
- e. Meetings. Meetings will be held four times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the Foster Elementary 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.
- f. Annual Report. AASD will create an Annual Report for DPI requirements as the authorizer. The Annual Report may include:
 - (1) state testing results
 - (2) district standardized assessments
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress
 - (7) Other _____

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 Foster Elementary 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:

Parents/guardians will be involved in the school by having representation on the Foster Elementary Governance Board. Parents/guardians will also serve on Foster Elementary Governance Board committees such as Business Services (budget), Programs and Services (curriculum), Policy Review (nominations), etc. Parents will be an integral part of instructional delivery as they will be encouraged to share their expertise and interests related to the studies at Foster Elementary.

a. Parents/guardians are invited to participate in the Foster Elementary community through the following opportunities:

- (1) Representation on the Stephen Foster Elementary Charter School Governance Board or sub committees.
- (2) Participation in the Foster Family Network (FFN), the school's equivalent of a PTA.
- (3) Family Nights and parent learning/sharing opportunities.
- (4) Volunteering in classrooms, chaperoning field trips, and assisting with other school-based activities.

b. Parents will receive periodic reports on student progress at Foster Elementary

- (1) Student progress is communicated to parents formatively in respect to the math and literacy standards.
- (2) Parent/Teacher conferences will be held during the first and third quarters of the school year.
- (3) Formal written progress reports will be issued at the end of each semester.
- (4) 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 satisfaction will be monitored through the use of a Parent Survey to be developed and administered annually.

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

- (1) Contact the classroom teacher.
- (2) If resolution has not been reached, or if the concern is school wide, the Foster Elementary Principle 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 Foster Elementary 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. Describe qualifications: All professional staff who have a desire to work at Foster Elementary will be appropriately licensed pursuant to state law. The positions will be posted to indicate that candidates should demonstrate an interest and a commitment to the students as well as the mission and vision of the school. Candidates who have a desire to teach at Foster Elementary should demonstrate an interest and emerging skills in teaching curricula focused on themes that support Foster Elementary's mission of promoting global leadership (civil engagement, leadership, kindness, compassion, etc.).
- b. Teachers who work at Foster Elementary will be employees of the AASD 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 Foster Elementary will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. The Foster Elementary Governance Board 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 Foster Elementary may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to Foster Elementary.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. Foster Elementary 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. Foster Elementary's official non-discrimination policy will be applied in all operations. Access to Foster Elementary 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. Foster Elementary 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. Foster Elementary 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 Foster Elementary is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Foster Elementary may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.
- b. Parents will enroll their children by written or electronic registration form. A parent/guardian is encouraged to attend one informational meeting or visit Foster Elementary in order to assure understanding of the nature and work of the school.
- 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. Foster Elementary will give enrollment preference to current students at Foster Elementary. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Foster Elementary was an AASD school until it became a charter within the Appleton School District in 2005. Foster Elementary will give enrollment preference to students who reside in the neighborhood attendance area of Foster Elementary as defined by the Appleton Area School District's attendance boundaries. These students will be exempt from the lottery.
- f. Children of Foster Elementary full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Foster Elementary's total enrollment.
- g. Students may enroll and attend Foster Elementary at any point during the school year as space permits in accordance with Foster Elementary 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 Foster Elementary.

- a. Equal Funding: Foster Elementary 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 Foster Elementary space. In addition, Foster Elementary receives funding based on the per-pupil formula applied to all schools in the AASD. The Foster Elementary 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 Foster Elementary with grants or donor dollars will be the property of Foster Elementary and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be Foster Elementary's responsibility to maintain and/or replace this material/equipment according to the District's specifications. If Foster Elementary dissolves, the property reverts to AASD ownership.

Foster Elementary 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 Foster Elementary 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 Foster Elementary 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 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: A quality curriculum at Foster Elementary 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, Foster Elementary will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All Foster Elementary students may participate in co-curricular activities at Foster Elementary School.
- 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 Foster Elementary 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 Foster Elementary staff to attend workshops and other professional development conferences that are aligned to the mission and goals of Foster Elementary.
- m. Health and Safety: Foster Elementary will rely upon AASD nursing staff and trained staff to provide the necessary resources. Foster Elementary will abide by all local, state, and federal laws regarding health and safety standards.

14. Student Behavior and Discipline Model.

Foster Elementary has adopted the Positive Behavior Intervention System (PBIS) as a systematic approach to preventing and responding to discipline problems. The Foster Elementary PBIS team has created systems that support staff and promote appropriate student behavior emphasizing those characteristics aligned to future global leadership. PBIS creates and maintains safe learning environments where teachers can teach, and students can learn.

- a. When further disciplinary steps become necessary, the discipline system for Foster Elementary will consist of the following:
 - 1) Student contact within the classroom that will immediately address the inappropriate behavior.
 - 2) Student meeting after school or during recess to address the behavior and discuss appropriate alternative behaviors.
 - 3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The Foster Elementary Governance Board reserves the right to create and/or approve a Foster Elementary 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 Foster Elementary principal and all AASD expulsion policies and procedures will be followed.

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

16. Tuition. Foster Elementary shall not charge any tuition. Foster Elementary 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 Foster Elementary. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. Foster Elementary 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 Foster Elementary 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. Foster Elementary is currently located at 305 W Foster St., Appleton, Wisconsin, 54915. 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 Foster Elementary 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, Foster Elementary 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 Foster Elementary of any provision of this Agreement;
- b) Failure by Foster Elementary Governance Board to comply with all applicable law, relating to this Agreement or operation of Foster Elementary, 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 Foster Elementary Governance Board, or its employees or agents in connection with the performance of the obligations of Foster Elementary Governance Board under this Agreement. The obligation of Foster Elementary 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 Foster Elementary 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 Foster Elementary 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 Foster Elementary 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 Foster Elementary 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. Foster Elementary 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 Foster Elementary 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.

Foster Elementary 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 Foster Elementary. Foster Elementary will follow the AASD policy and state law governing seclusion and restraint.

The implementation of the IDEA requirements by Foster Elementary shall be according to the following process:

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

- p. _____ The District will invite Foster Elementary 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 the first day of the 2021-2022 school year, and shall expire at midnight, on June 30, 2026, 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 Foster Elementary 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 Foster Elementary deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
- (1) Foster Elementary has insufficient enrollment to successfully operate a charter school,
 - (2) if Foster Elementary fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) if the students of Foster Elementary have not shown sufficient academic progress using multiple measures. Students enrolled at Foster Elementary for two or more consecutive years will perform at or above AASD average on WSAS or longitudinal assessments of mathematics and reading and local authentic assessment measures agreed upon jointly by the Foster Elementary Governance Board and AASD.
 - (4) if students enrolled in Foster Elementary 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 Foster Elementary 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 Foster Elementary will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, Foster Elementary shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The Foster Elementary 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) Foster Elementary has failed materially to comply with Applicable Law,

- (7) Any director, members, employee, or agent of Foster Elementary has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) Foster Elementary knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) Foster Elementary 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 Foster Elementary, the AASD will provide written notice of the specific material default asserted and afford Foster Elementary 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 Foster Elementary 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 Foster Elementary undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Foster Elementary 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 Foster Elementary is put at actual risk thereby, the AASD Board of Education shall provide Foster Elementary 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 Foster Elementary pending further action.
- f. Termination by Foster Elementary Governance Board. This Contract may be terminated by Foster Elementary Governance Board if Foster Elementary finds that any of the following have occurred:
- (1) Foster Elementary 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 Foster Elementary 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.

Foster Elementary shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When Foster Elementary asserts a material default on the part of the AASD, Foster Elementary 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, Foster Elementary shall assist the AASD Board of Education in conducting a final accounting of Foster Elementary by making available to the AASD Board of Education all books and records that have been reviewed in preparing Foster Elementary annual audits and statements under Section 17 of this Contract.
- h. Equipment Disposition. Foster Elementary 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 Foster Elementary, or school organizations, shall be considered gifts to Foster Elementary. All gifts and bequests become property of Foster Elementary, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. Foster Elementary 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, Foster Elementary and the Foster Elementary 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
 - 6) District Standardized Assessments
 - 7) Other District Wide Assessments
 - 8) Course Offerings

9) Grade Promotion — Foster Elementary Governance Board reserves right to establish criteria.

24. **Transportation.** Transportation is not provided for students who choose to attend AASD Foster Elementary.

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 Charter School: Susan Buche, Governance Board President
Stephen Foster Elementary Charter School
305 W. Foster Ct.
Appleton, WI 54915

With a copy to: Karen Noel, Principal
Stephen Foster Elementary Charter School
305 W. Foster Ct.
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 Foster Elementary 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 Foster Elementary shall have no effect on the liability of Foster Elementary other than those obligations specifically undertaken by Foster Elementary 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 the School shall not exceed classroom/building capacity as determined by the AASD Leadership Team.
- 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:

By: _____
Kay S. Eggert
President, Board of Education
Date: _____

ATTEST:

Deborah C. Truymen
Board of Education Clerk
Date: _____

Stephen Foster Elementary Charter School _____

By: _____
Susan Buche
Governance Board President
Date: _____

ATTEST:

Kathryn Boegh
Governance Board Secretary
Date: _____

Summary of Proposed Changes for

Stephen Foster Elementary Charter School

Directions: For each proposed revision, complete each column of the table below. More rows may be added if needed. Underline proposed language you are adding, strike through language you are proposing be removed. Be clear with the section and pages of the contract.

➤ **Charter schools renewing their five-year charter contract must also include a Summary of the Charter School Goals included in the last charter school contract. The summary should be attached to this Summary of Proposed Changes Chart.**

Item #	Section and Page(s) of contract	Proposed Contract Revisions	Rationale <i>(Be specific, you must identify the Law, Policy, Bargaining agreement, or current practice the justifies the need for the revision)</i>	Lead Person Requesting Change	Notes
1	p. 2 Section 5	Revised descriptions of the educational programs		Charter Board President	
2	p. 3 Section 6	Updated methods of measuring student progress		Charter Board President	
3	p. 5 Section 7 Item f.2	Changed “Longitudinal Assessment” to “District Standard Assessments”		Charter Board President	
4	p. 8 Section 12 Item e	Added language referring to enrollment preference for neighborhood residents	Foster Elementary is both neighborhood and Charter school	Charter Board President	
5	p. 10 Section 14	Added opening paragraph referring to Foster’s PBIS system/team		Charter Board President	
6	p. 18 Section 23 Item b.6	Changed “Longitudinal Assessment” to “District Standard Assessments”		Charter Board President	