

CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON **AREA** SCHOOL DISTRICT AND VALLEY NEW 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 Valley New School Governance Board ("VNS, Inc. GB"), 10 E College Ave Ste. 228, Appleton, Wisconsin, 54911.

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

WHEREAS, the Board of Education wishes to grant to VNS, Inc. GB 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. Valley New School ("VNS")
- b. Valley New School Governance Board ("VNS, Inc. GB")
- c. Project-Based Learning ("PBL")

2. **Establishment.** The entity seeking to establish the Charter School is the VNS, Inc. GB (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 VNS 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 VNS 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 VNS with a list of all information required and VNS 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.** VNS will be an instrumentality of the AASD.

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

VNS provides a comprehensive, project-based curriculum grounded in the students' academic interests, personal goals, and academic standards. The school has an expected enrollment of 68 students in grades 6-12 (6th grade beginning in Fall 2024). VNS provides parents with the opportunity to form effective partnerships with their child's school and the community at large. VNS incorporates the essential components of PBL schools revolutionizing the roles of culture, process, student and advisor to offer a unique opportunity for true empowerment otherwise not available to students and parents in the Fox Valley.

- a. The VNS Mission is to create a learning community that empowers individuals to become purposeful adults. The educational goals for VNS are to:

1. Create independent, self-motivated learners.
2. Facilitate student mastery of the project process.
3. Increase student engagement.
4. Encourage students to deeply explore individual areas of interest.
5. Nurture the development of community responsibility.
6. Prepare students to continue their educational path.

- b. VNS incorporates a project-based model that features individual and group research projects, seminars, service learning, and family/community connected study. Math instruction is achieved through the incorporation of an individual on-line mathematics curriculum. Literature projects and the interdisciplinary nature of project-based learning provide extensive development in Communication Arts. The full array of learning options at VNS includes, but is not limited to: Concurrent college enrollment, virtual courses (eSchool), traditional classes offered in the AASD, Advanced Placement courses, CO-OP/internships, and mentorships. To prove readiness for graduation, 12th grade students complete a Senior Project.

- c. In the PBL model, students propose and implement studies on topics of interest, conduct in-depth research, create high-quality products, and present/defend their learning. PBL:

1. Is rigorous - students plan and manage their own time and workload.
2. Values the process of learning as much as the product and content.
3. Fosters inquisitive natures and improves critical thinking skills.
4. Develops transferrable, applicable skills.
5. Facilitates awareness of interdisciplinary connections and interdependence with school and community.

6. Cultivates the understanding that collaboration is an important part of being a contributing member of any group.
 7. Integrates writing, speaking, and student-centered technology in all studies.
- d. The learning culture at VNS centers on the Advisory model. Students form meaningful, long-term relationships with their advisor and peers. These relationships lead to hope, mutual respect, and strong support of diverse pursuits.
 - e. As the advisors support all aspects of the students' learning throughout the school day, it is essential that a distribution of no more than 17 students per advisor is maintained in order to ensure the school's success. In order to support this ratio, VNS assumes many traditional district support services (guidance, talented and gifted, media specialist) and administrative services.
 - f. Each VNS student builds and maintains a Personal Learning Plan (PLP) that features the individual's short-term and long-term goals, progress-tracking tools and diagnostic data. The PLP is the focal point of each student's educational career at Valley New School.
 - g. The typical daily schedule at VNS will include:
 1. Advisory Meeting
 2. Math
 3. AM Project Work
 4. Lunch
 5. Community Job/Journaling
 6. Literature
 7. PM Project Work
 8. Advisory Meeting

6. Methods of Measuring Student Progress. VNS shall use the following local measures, assessments and standardized tests to measure pupil progress. VNS will participate in the District's Continuous School Improvement Planning (CSIP) and reporting process. Assessment of student learning will take a variety of forms that include Personal Learning Plans (PLP), portfolios, rubrics, journals, advisor/parent/community input, and traditional standardized testing. Individual projects will be presented to a group of advisors; parents will be invited to attend as well. Student work will be presented to the school community and public in the form of 'Event Nights' and feedback from parents, participants and community members will be sought. In all projects, thorough presentation of all project processes, documentation of time, project analysis and reflection will be used in the evaluation and granting of credit.

Students must annually earn a minimum number of credits based on their grade level. As a reference, one credit will be equivalent to approximately 100 documented hours of work.

Grade 6	6 credits
Grade 7	7 credits
Grade 8	8 credits

Grade 9	9 credits
Grade 10	10 credits
Grade 11	10 credits
Grade 12	10 credits
TOTAL	60 credits

Because students matriculate into VNS at any grade level, the number of credits they must earn at VNS to graduate will vary. For students starting VNS in sixth grade, the following specific credits are required as part of the cumulative credit total:

- A minimum of seven credits of literature
- A minimum of seven credits of mathematics (three high-school level courses)
- An annual service learning project
- A Junior post-high school planning project
- A Senior capstone project (minimum three credits)
- Acceptance in a post-secondary program

Graduating students will be granted a diploma from Valley New School through AASD.

Both group and individual projects will be guided by the Project Proposal and assessed by the Project Rubric. The Project Proposal will document the detailed expectations of the project and outline which academic standards will be met during its completion. The Project Rubric will be used to assess student competency and growth in uniform project process categories as well as specific competency areas outlined in the Project Proposal.

Assessment of program success will take several forms including:

- a. Parent and student satisfaction survey
- b. Evaluation of student Personal Learning Plans
- c. Documentation of credits earned and academic standards attained
- d. Documentation of the service learning component
- e. Attendance records
- f. Standardized test results will be reported in the standard format and method

Goal Assessment:

- a. Student Goal 1 - Create independent, self-motivated learners.

Objective: 100% of VNS students will create, maintain, evaluate, and present their Personal Learning Plan (PLP) to members of the VNS community.

Assessment: At the end of each school year, students will present the outcomes of their academic year in a final Personal Learning Plan conference. The measurable progress of the PLP will be documented on the PLP rubric.

- b. Student Goal 2 - Facilitate student mastery of the project process.

Objective: 100% of graduating seniors will complete a Senior Project that demonstrates their mastery of the project process, personal growth, and readiness for graduation.

Assessment: Students will analyze and document their Senior Projects, present them to the VNS Community, and assess them with the VNS Senior Project Rubric.

c. Student Goal 3 - Have engaged students.

Objective: VNS will maintain or increase schoolwide hope, as a measure of engagement.

Assessment: Schoolwide score of 5 or higher (on a scale of 0-8) on the annual Hope Survey.

Assessment: Achieve a minimum of 3,500 hours of service logged by VNS students annually.

d. Student Goal 4 - Prepare students to continue their educational path.

Objective: VNS students will demonstrate readiness for post-secondary opportunities.

Assessment: 90% of upperclassmen will complete a future planning project.

Assessment: 90% of graduates at VNS will show evidence of acceptance in a post-secondary program.

e. Student Goal 5 - Support achievement in standardized testing.

Objective: The percent of VNS students scoring proficient or better in math and reading will be at or above the district and state average on state required assessments.

Assessment: VNS students will participate in a curated standardized testing program with results reported in the standard format and method with consideration given to adequate sample size.

- f. VNS shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- g. VNS shall administer other assessments as required under state and federal law, and as directed by AASD.
- h. VNS 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 “VNS, Inc. Governance Board”). The VNS, Inc. 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 VNS;
- 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 members to its committees, in accordance with VNS, Inc. 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 VNS, Inc. GB may deem necessary or appropriate with regard to the operations or affairs of Valley New School, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.
- b. District Administrative Liaison. VNS is a teacher-led school. On a rotating basis, one of the Advisors will serve as the District Administrative Liaison. Communications from AASD needed for procedural purposes will go to the VNS Administrative Liaison as well as the assigned District Administrator. The VNS Administrative Liaison will meet regularly (minimum once per month) with the assigned District Administrator to provide consistent and collaborative communication.
 - c. Principal Administration. ~~A principal~~ An Assistant Superintendent will be assigned to VNS by AASD. AASD will appoint the ~~principal~~ Assistant Superintendent in collaboration with the VNS, Inc. Governance Board. The ~~principal~~ Assistant Superintendent will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The ~~principal~~ Assistant Superintendent will be appropriately licensed, pursuant to state law.
 - d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the VNS, Inc. Governance Board, the size, method of appointment and constitution of the VNS, Inc. Governance Board will be as stipulated in the VNS, Inc. Governance Board's by-laws. Total membership of the VNS, Inc. Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the VNS, Inc. Governance Board.
 - e. Officers. Election of officers is detailed in the by-laws of the VNS, Inc. Governance Board.
 - f. Meetings. Meetings will be held seven times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the VNS, Inc. 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) Longitudinal assessment results (i.e., MAP, iReady, etc.)

- (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.

VNS provides numerous opportunities for meaningful parent and community involvement. The service learning requirement, the use of community members as primary sources in project research, the family project component, and the opportunity to develop internships all serve to encourage students and parents to become concerned and contributing members of communities on family, school, local, and global levels. VNS staff, students, and parents actively seek new partners and grants to support the learning community. The VNS, Inc. 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. Parental involvement opportunities include but are not limited to:

- 1. Governance Board membership
- 2. Committee membership
- 3. In-school volunteer
- 4. Personal Learning Plan support & project process support
- 5. Chaperones
- 6. Live sources/references
- 7. Group project leadership

b. Parental Communication includes:

- 1. Social Media including weekly emails
- 2. Conferences – multiple times per year
- 3. Event nights/Special presentations
- 4. 6- week Academic Progress Reports
- 5. Direct contact with Advisors

c. Community involvement opportunities include but are not limited to:

- 1. Governance Board Membership
- 2. Committee Membership
- 3. In-school volunteer/tutoring services
- 4. Live sources/references
- 5. Service Learning partners

6. Co-op/Internship providers
7. Guest speakers
8. Whole school, group, or individual learning program providers
9. Fundraising support

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

- (1) Contact the ~~staff member involved~~ classroom teacher.
- (2) If resolution has not been reached, or if the concern is school wide, all Advisors will be involved.
- (3) If resolution is still not reached, the Assistant Superintendent ~~principal~~ or the VNS Inc. Governance Board will be contacted based on the nature of the complaint.
- ~~(4) If resolution is still not reached and based on the issue, the charter school principal will contact the _____ 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: Individuals who have a desire to become Advisors at VNS will be teachers who are 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. They should also have knowledge or a desire to acquire knowledge in the Project-Based Learning model. As a teacher-powered school, all faculty and staff hires will be done with the VNS advisors and the assigned administrator. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at VNS 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 VNS will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. VNS and the Assistant Superintendent ~~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 VNS may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to VNS.

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

- a. VNS 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. The AASD official non-discrimination policy will be applied in all operations. Access to VNS 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. VNS 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. VNS is open to all students (grades 6-12) of the AASD as well as students applying through the Wisconsin Inter-District Open Enrollment process. Application to and attendance at VNS is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to VNS 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 VNS 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. VNS will give enrollment preference to current students at VNS. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of VNS full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of VNS' total enrollment.

- f. Students may enroll and attend VNS at any point during the school year as space permits in accordance with VNS 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: VNS 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 VNS space. In addition, VNS receives funding based on the per-pupil formula applied to all schools in the AASD. The VNS, Inc. Governance Board will oversee, modify, and approve the site budget. All AASD or private contract services will be covered by the AASD with the exception of transportation.
- b. Purchases: Tangible materials/equipment purchased by Charter Schools with grants or donor dollars will be the property of the 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.

All Charter Schools will receive the same level of support for materials/equipment. As such, when the District updates old technology or teaching materials with more current items, the District will do so for the Charter Schools at the same rate as all other schools in the District. Example: If a Charter School purchases additional computers beyond the District's allocation for the building, it is the responsibility of the Charter School to maintain and/or replace them when they become incompatible with the District's operating programs.

- c. Personnel: Full-time Teacher Equivalents (FTEs) will be allocated to VNS in the same manner as it does for all AASD schools. As the school's enrollment grows, the necessary FTEs 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 VNS 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, VNS will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All VNS students may participate in co-curricular activities at their home 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 VNS 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 VNS to attend workshops and other professional development conferences that are aligned to the mission and goals of VNS.
- m. Health and Safety: VNS will rely upon AASD nursing staff and trained staff to provide the necessary resources. VNS 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 _____ will consist of the following steps:
- b. The VNS Code contains four basic tenets: Respect, Challenge Yourself, Plan Ahead, and Desire Success.
- c. Professional behavior is expected of all community members.
- d. The discipline model for VNS will consist of the following steps:
 - 1. Disciplinary issues and concerns involving students will be dealt with by the immediate parties involved and their advisor(s). Appropriate consequences and/or restorative measures will be employed as a means of coaching students towards positive behavior in the VNS community.
 - 2. If the issue is unresolved, it will be subject to the VNS Conflict Resolution process outlined in the VNS Policy Manual
 - 3. Beyond these steps, usual AASD protocol regarding conflict will be followed.
- e. The VNS, Inc. Governance Board reserves the right to create and/or approve a VNS Code of Conduct Policy.

- f. Behaviors that require suspension, removal from class (according to AASD procedures and guidelines), and expulsion will be referred through the VNS advisory team to the Assistant Superintendent. _____ 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 VNS. Students, who do not elect to attend VNS, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. Tuition. VNS shall not charge any tuition. VNS 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 VNS. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. VNS 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 VNS 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. VNS is currently located at 10 E College Ave Ste. 228, Appleton, Wisconsin, 54911. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.
- b. Liability Insurance. The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of VNS 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, VNS, Inc. 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 VNS of any provision of this Agreement;
- b) Failure by VNS, Inc. Governance Board to comply with all applicable law, relating to this Agreement or operation of VNS, 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 VNS, Inc. Governance Board, or its employees or agents in connection with the performance of the obligations of VNS, Inc. Governance Board under this Agreement. The obligation of VNS, Inc. 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 Valley New School 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 VNS, Inc. 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 VNS, Inc. 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 VNS 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. VNS 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 VNS 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.

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

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

- a. AASD will provide employees to provide required IEP services to VNS.
- b. VNS 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. VNS shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. VNS will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. VNS 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. VNS will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. VNS shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. VNS' implementation of student IEPs shall follow the LEA AASD calendar, which will be provided to VNS annually. If the VNS school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the VNS 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 VNS secretary in accordance with state requirements and sent upon request.
- k. The VNS staff 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. VNS 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 VNS in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the VNS 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 2023-2024 school year, and shall expire at midnight, on June 30, 2028, 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 VNS 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 VNS deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) VNS has insufficient enrollment to successfully operate a charter school,
 - (2) If VNS fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of VNS have not shown sufficient academic progress using multiple measures. Students enrolled at VNS 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 VNS, Inc. Governance Board and AASD.
 - (4) If students enrolled in VNS 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 VNS, Inc. 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 VNS will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, VNS shall be allowed a reasonable time in which to correct the progress deficiencies.

- (5) The VNS, Inc. 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) VNS has failed materially to comply with Applicable Law,
- (7) Any director, members, employee, or agent of VNS has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) VNS knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) VNS 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 VNS, the AASD will provide written notice of the specific material default asserted and afford VNS 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 VNS 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 VNS undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by VNS 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 VNS is put at actual risk thereby, the AASD Board of Education shall provide VNS 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 VNS pending further action.

f. Termination by Valley New School Governance Board. This Contract may be terminated by VNS, Inc. Governance Board if VNS finds that any of the following have occurred:

- (1) VNS 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 VNS 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.

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

23. Autonomy.

- a. VNS 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, Valley New School and the VNS, Inc. 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) Longitudinal Assessment
 - 7) Other Districtwide Assessments
 - 8) Course Offerings

9) VNS Grade Promotion— VNS, Inc. Governance Board to establish criteria

10) VNS Graduation Requirements— VNS, Inc. 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 VNS : VNS, Inc. Governance Board President
Valley New School
10 E. College Ave, Ste. 228
Appleton, WI 54911

With a copy to: Principal VNS Assigned Administrator
Appleton Area School District
131 E Washington Street, Suite 1A
Appleton, WI 54911

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 VNS 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 VNS shall have no effect on the liability of VNS other than those obligations specifically undertaken by VNS 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 be increased by a net change of more than **seventeen (17) ~~forty (40)~~** students per academic year based on the prior academic year's highest total without VNS' consent. Within the five (5) year period following the effective date of this Contract, VNS **may ~~shall~~** seek to achieve **increased full** capacity of **up to 102 ~~200~~** full-time equivalent students, **with the exception of part-time cross-enrolled students or 5th year seniors.**
 - 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: _____

Valley New School

By: _____
David Debbink
Governance Board President
Date: _____

ATTEST:

Tanya Rosenbaum
Governance Board Secretary
Date: _____

Summary of Proposed Changes for

Valley New 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 # 5	Change grades of service from 7-12 to 6-12. Beginning Fall 2024.	Reflects approval of AASD referenda changing middle school to 6-8 grades. This will not affect school capacity.	VNS Staff	
2	p. 3 # 6	removal of "will participate in the District's Continuous School Improvement Planning (CSIP) and reporting process."	VNS has never participated in CSIP	VNS Staff	
3	p. 3/4 # 6	Adding grade 6 and updating credits to reflect an additional grade.	Reflects approval of AASD referenda changing middle school to 6-8 grades.	VNS Staff	
4	p. 5 # 6g	removal of "and" to clarify meaning of statement.	beyond federal/state mandated assessments, VNS chooses assessments that make sense for our student population	VNS Staff	
5	p. 7 # 7c	change language from "principal" to "Assistant Superintendent" to reflect our situation.	VNS is teacher powered, we do not have a principal as collectively we act as the site administrator.. We have an asst supt for needed support.	VNS Staff	

6	p. 8 # 8	Added language “VNS provides numerous opportunities for meaningful parent and community involvement. The service learning requirement, the use of community members as primary sources in project research, the family project component, and the opportunity to develop internships all serve to encourage students and parents to become concerned and contributing members of communities on family, school, local, and global levels. VNS staff, students, and parents actively seek new partners and grants to support the learning community.”	This language is in our current charter. There just wasn’t a spot for it in this current charter template.	VNS Staff	
7	p. 9 # 8d	Updated language. Step 1 changed “classroom teacher” to “staff member”. Combined steps 3 and 4 to reflect our context that elevated complaints go to Assistant Superintendent or VNS governing board depending on situation.	language and steps in charter template were not relevant to our current process nor the language in our current charter.	VNS Staff	
8	p. 9 # 9e	change language from “principal” to “Assistant Superintendent” to reflect our situation.	VNS is teacher powered, we do not have a principal as collectively we act as the site administrator.. We have an asst supt for needed support.	VNS Staff	
9	p. 10 # 12a	Change grades of service from 7-12 to 6-12. Beginning Fall 2024.	Reflects approval of AASD referenda changing middle school to 6-8 grades. This will not affect school capacity.	VNS Staff	
10	p. 12 # 14a	language of “discipline system” replaced with “VNS Code”	This reflects language in current charter as well as the culture of VNS.	VNS Staff	
11	p. 13 # 14f	removed “principal” and added language “through the VNS advisory team to the Assistant Superintendent.”	Clarifies established VNS process as a teacher powered school that advisors refer out to Asst Supt	VNS Staff	

			on elevated discipline issues.		
12	p. 20 # 25	Clarify language of recipients. Adding “VNS Inc.” and changing “principal” to “VNS assigned administrator”	This reflects the correct titles and language used throughout the contract.	VNS Staff	
13	p. 21 # 27c	Update number for potential growth per year and over the life of the charter contract (i.e. no more than 17 student growth per year instead of 40 and cap at 102 full time students instead of 200)	This reflects the intentional small school nature of VNS. The numbers in the charter template are not relevant to VNS.	VNS Staff	