

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND APPLETON PUBLIC MONTESSORI ASSOCIATION**

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District ("AASD"), 122 E. College Ave., Suite 1A, Appleton, WI 54911 and Appleton Public Montessori Association Governance Board ("APMA"), 1545 East Broadway Drive, Appleton, Wisconsin, 54913

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 APMA a charter to operate as a charter school, grades 4k – 6, 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. "APMA" - Appleton Public Montessori Association, Inc., a Wisconsin non-stock corporation that is the governing board of APM.
- b. "APM" - Appleton Public Montessori

2. Establishment. The entity seeking to establish the Charter School is the APMA Governance Board.

3. Administrative Services. At its sole cost and expense, AASD will provide administrative services to support all School District employees and all enrolled pupils at APM 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 APM 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 APM with a list of all information required and APM 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. APM will continue to be an instrumentality of the AASD.

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

- a. APM will enroll students, with a targeted enrollment of 20 students per grade level, in 4K through 6th grade. These students are enrolled in multi-age classrooms (4K-5K, Grades 1-3, Grades 4-6). Expansion decisions will be based on enrollment and space availability as well as district charter school expansion guidelines.
- b. Appleton Public Montessori will provide an authentic Montessori school, including well-established Montessori curriculum and sequential materials. Curriculum adoption and chosen curriculum resources for courses unique to Appleton Public Montessori are the sole responsibility of the Appleton Public Montessori Governing Board.
- c. Montessori materials generally provide concrete examples of concepts that students are later able easily to comprehend in the abstract. The Montessori mathematical bead and cube materials provide the best examples. The Wisconsin and AASD Academic Standards have been correlated to Montessori curriculum and materials. As new standards are established, they will be reviewed and taught in accordance with Montessori philosophy.
- d. Academic work at Appleton Public Montessori most often is initiated by each individual student, with more directed instruction in reading and mathematics, or when materials or concepts are introduced. Time per subject will be allocated as a 2 ½ to 3 hour uninterrupted block of work time available each day, due to the subject matter being highly integrated. Each child will have his or her own work plan, which will be carried out under the guidance of the teacher to ensure that all Standards are addressed.
- e. The multi-age structure of the classroom allows students to learn from each other, and in turn, to teach. The age/grade level assumes less importance and each child is allowed to progress as he or she is capable, at a pace that is comfortable for him or her to master a given concept. If a child should need additional help in an area, it is less noticeable due to the differentiation inherent in the Montessori approach.
- f. Because independent and group research is a strong component of the Montessori approach, the community is an extension of the classroom, and children are active in seeking information from resources outside the school that enhance their knowledge in a given area of study. Community members are invited into the school to share their languages and cultures with the students.
- g. Parents play a significant role in a Montessori school community, and significant efforts are made to ensure that all parents understand and support their children's learning experience as much as they are able. Appleton Public Montessori recognizes that every parent and every child has special talents.
- h. Appleton Public Montessori integrates the visual arts, music and physical education into the classroom. Students have opportunities for computer-based learning to supplement class work, assist in research, and prepare the students for life outside of

school. Montessori is an approach that emphasizes the natural world, and outdoor natural areas and gardens have been and continue to be planned and created with significant student input.

- i. An important component of the Montessori approach is called the "Grace and Courtesy Lessons", an almost 100-year-old approach for teaching what is today popularly referred to as "Character Education". These lessons can be as simple as learning to get oneself a facial tissue to more complex lessons such as introducing peers and adults, and participating in civil classroom discussion. The learning of Grace and Courtesy Lessons is enhanced by the multi-age atmosphere of the three-year span classroom, where there are opportunities for modeling behavior, and where the teacher and many of the students remain the same from year to year, allowing for deeper, more respectful relationships to develop.
- j. Means of Measuring: Appleton Public Montessori participates in required state mandated testing and in AASD assessments (currently MAP) as appropriate within the Montessori philosophy.
- k. On a day-to-day basis, each student keeps a work record or plan, which is reviewed by the Montessori classroom teacher and sent home on a regular basis for parent/guardian review. Periodically, teachers will assess student progress via benchmarks. Parents are kept abreast of their child's progress through Progress Reports and conferences

6. **Methods of Measuring Student Progress.** APM shall use the following local measures, assessments and standardized tests to measure pupil progress. APM will participate in formulating an annual building goal(s) and monitor its progress during the year.

- a. Student Goal 1 - Student achievement in the areas of reading and math as assessed through state standardized testing, and current district assessments. Achievement will be at or above district averages.
 - (1) Objective: Students will be at or above the district average in reading after having completed a full three year academic cycle (end of third grade and 6th grade) in Montessori.
Assessment: State and district assessments (currently Forward Exam and MAP) as approved by the APMA board and administrator.
 - (2) Objective: Students will be at or above the district average in Math after having completed a full three-year academic cycle (end of third grade and 6th grade) in Montessori.
Assessment: State and district assessment (currently Forward Exam and MAP) as approved by the APMA board and administrator.
- b. Student Goal 2 - All students will, through their words and actions, exemplify the virtues taught in "The Virtues Project".

- (1) Objective: Seventy percent (70%) of responses on the Annual Parent Survey will be "YES" to the question "Do you feel that "The Virtues Project" is having a positive impact on your child?"

Assessment: Annual APM parent survey

- c. APM shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- d. APM shall administer other assessments as required under state and federal law, and as directed by AASD.
- e. APM 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 (when possible) will govern the school (the "APMA Board"). The APMA 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 APM Governance Board exercises the right to change the makeup of the Governance Board by removing all employees of the authorizer (AASD) if it applies for any grants requiring this.

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 APM 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;
 - a. Personnel for the charter school will be recruited and selected at the direction of the APM Governing Board. Appleton Area School District posts job openings for Appleton Public Montessori.

- b. Appleton Public Montessori's Governing Board selects an interview team made up of teachers, parents, and administrators who screen and interview interested candidates for the position. Recommendations for hire follow all AASD hiring procedures.
 - c. APM Parents and staff will be designated by the Governing Board to participate in recruitment and selection of staff as the need arises when hiring any position at APM that is 50% or more (Principal for example). Selection should follow the APMA selection process (spelled out in the by laws).
- 8) To ensure compliance with this Agreement not to exceed its authority granted herein;
 - 9) To appoint the requisite number of APMA members to its committees, in accordance with APMA 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 APMA may deem necessary or appropriate with regard to the operations or affairs of APMA, 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 APM by AASD. AASD will appoint the principal in collaboration with the APMA Governance Board. The APM principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The APM principal will be appropriately licensed, pursuant to state law and have an understanding for and appreciation of the Montessori Method of education.

Montessori certification is preferred but in the absence of Montessori certification, AASD will provide funding for training and certification once the Principal is selected.

- c. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the APMA Governance Board, the size, method of appointment and constitution of the APMA Governance Board will be as stipulated in the APMA Governance Board's by-laws. Total membership of the APMA Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the APMA Governance Board.
- d. Officers. Election of officers is detailed in the by-laws of the APMA Governance Board.
- e. Meetings. Meetings will be held at minimum nine times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the APMA 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) Longitudinal assessment results (i.e., MAP, iReady, etc.)
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress

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 APMA 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 APM community by having representation on the APMA Governance Board. Parents/guardians will also serve on APMA Governance Board committees such as community, diversity, resources and facilities. 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 APM.

- a. APMA will provide numerous opportunities for meaningful parent/community involvement. The community service requirement, the use of community members as primary sources in research, the opportunity to develop mentor relationships, and student capstone projects such as Countries Around the World and Biomes all serve to encourage students and parents to become concerned and contributing members of their communities on local, state, national and international levels.
- b. Appleton Public Montessori conducts Parent Education events and provides materials to parents to help them understand the Montessori Method, what their children do in a school day and what they can expect from the Method, the teacher and the school in terms of homework and academic progress. APM fosters family connection, parent education, and community relationships through whole school community events that are both educative and social. Parents and guardians are encouraged to use their talents and share backgrounds through Family Lunches, Reading to Children, Volunteering on Field Trips, and participating with the Governing Board.
- c. APMA will enrich the opportunities for students and staff in a variety of ways. Speakers and programs brought in by APMA will be made available to other AASD students, parents, and staff. APMA materials purchased through grant funds will be available for loan to other AASD schools when appropriate. Finally, positive learning relationships will develop as APMA students share their knowledge with students of the AASD community when public events and programs are held.
- d. Parents will receive mid-quarter and quarterly reports on student progress at APM. Parent-teacher conferences will be held at the close of the first and third quarters. Additional parent teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents, or teachers, feel it is appropriate.
- e. Students from the 4th through 6th grades will: have email accounts assigned by APM; be able to post podcasts and webcasts, create blogs, and fully utilize available technology under the supervision and website administration of APM teachers.
- f. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution is still not reached, the principal will be contacted.
 - (3) If resolution is still not reached and based on the issue, the charter school principal will contact the APMA Governing Board President or AASD Assistant Superintendent.
 - (4) Unresolved issues may be appealed to the Superintendent of Schools.
 - (5) The final step in the District appeal process is to contact the Board of Education.

9. Faculty Qualifications.

- a. Describe qualifications: Individuals who have a desire work at APM 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.

(1) Teachers are required first and foremost to hold Montessori certification for the grade level(s) of the open position, or willing to work towards completion of Montessori coursework and certification by a designated timeline outlined by the APM building administrator; to demonstrate knowledge of the Montessori philosophy, curriculum and materials. Individuals who have a desire to teach at Appleton Public Montessori will be teachers who are appropriately licensed. Additionally, these teachers should demonstrate an interest and commitment to the students, as well as the vision of the school.

(2) Para-professionals are expected to complete Montessori training appropriate to their assigned duties.

(3) Specialist Instructors, such as Music, Physical Education, Music and Art are expected to complete training as determined by the Governance Board, to provide them with an overview of Montessori philosophy and basic methodology and to demonstrate a basic understanding of same.

- b. Teachers who work at APM 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 APM will be posted and filled through the staffing process as outlined in the AASD Employee Handbook with collaboration from the APMA Board.
- e. APMA 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 APM may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to APM.

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

- a. APM 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. APM's official non-discrimination policy will be applied in all operations. Access to APM 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. APM 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. APM 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 APM is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to APM 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 APM 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.

APM will give enrollment preference to current students at APM. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery. Children of founders, APM building staff members, siblings of current APM students and children of current APMA members (as described in APMA's approved lottery procedures) will receive enrollment preference and will be exempt from the lottery. Lottery procedures and enrollment preferences may be revised at any time subject to APMA approval and as subject to applicable law.

- d. Children of founders, APM building staff members, siblings of current APM students and children of current APMA members (as described in APMA's approved lottery procedures) may receive enrollment preference but must be limited to no more than 10% of APM's total enrollment.
- e. Students may enroll and attend APM at any point during the school year as space permits in accordance with APM lottery procedures and guidelines.
- f. Students must be enrolled in or open-enrolled in the AASD.
- g. 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.
- h. 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: APMA 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 APM space. In addition, APM receives funding based on the per-pupil formula applied to all schools in the AASD. The APMA 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. APM can accept the updated materials or the cash equivalent. 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 APM 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: Curriculum will be developed with input and/or assistance of AMS (American Montessori Society) or AMI (Association Montessori Internationale) trained APM staff and the guidance of the AMS. A quality curriculum at APM will be sustained through AASD textbook replacement/adoption funds. Other expenses 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, APM will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All APM 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 APM 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 APM staff to attend Montessori Education workshops and other professional development conferences that are aligned to the mission and goals of APM.
- m. Health and Safety: APM will rely upon AASD nursing staff and trained staff to provide the necessary resources. APM will abide by all local, state, and federal laws regarding health and safety standards.
- n. Fundraising: APMA Governance Board will be responsible for raising additional funds for its school. The APMA Governance Board will determine the methods of fundraising and frequency to meet the school's needs.
- o. Outsourcing: APM teachers may be contracted to mentor/coach/facilitate professional development for other schools around the state with approval from the principal. The APM administrator may engage in similar activities for the same purposes with approval from district administration. APM reserves the right to contract staff for these purposes with income generated going directly to APM.

14. Student Behavior and Discipline Model.

- a. The discipline system for APM will consist of the following steps:
 - 1) Appropriate Intervention 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 APMA Governance Board reserves the right to create and/or approve a APM 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 APM principal and all AASD expulsion policies and procedures will be followed.

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

16. **Tuition** APM shall not charge any tuition. APM 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 APM. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. APM 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 APM 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. APM is currently located at 1545 E Broadway Dr, Appleton, Wisconsin, 54913. 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 APM 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, APMA 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 APMA of any provision of this Agreement;
 - b) Failure by APMA Governance Board to comply with all applicable law, relating to this Agreement or operation of APM, 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 APMA Governance Board, or its employees or agents in connection with the performance of the obligations of APMA Governance Board under this Agreement. The obligation of APMA Governance Board to indemnify and hold harmless under this Section 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of AASD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this Section 19, survive the termination of this Agreement.

b. Indemnification of Appleton Public Montessori Association (APMA) 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 APMA 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 APMA 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 APMA 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. APMA shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.

21. Local Educational Agency Responsibilities. AASD is the Local Education Agency (LEA) for Appleton Public Montessori 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.

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

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

- a. AASD will provide employees to provide required IEP services to APM.

- b. APM 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. APM shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. APM will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. APM 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. APM will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. APM shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. APM's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to APM annually. If the APM school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the APM 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 APM in accordance with state requirements and sent upon request.
- k. APM 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. APM 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 APM in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the APM 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 2020 school year, and shall expire at midnight, on June 30, 2025, 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 APMA 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 APMA deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) APM has insufficient enrollment to successfully operate a charter school,
 - (2) If APM fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of APM have not shown sufficient academic progress using multiple measures. Students enrolled at APM 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 APMA Governance Board and AASD.
 - (4) If students enrolled in APM 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 APMA 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 APMA will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, APMA shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The APMA 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) APMA has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of APMA has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (8) APMA knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,

- (9) APMA 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 APMA, the AASD will provide written notice of the specific material default asserted and afford APMA 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 APMA Board 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 APMA undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by APMA 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 APM is put at actual risk thereby, the AASD Board of Education shall provide APMA 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 APM pending further action.
- f. Termination by Appleton Public Montessori (APMA) Governance Board. This Contract may be terminated by APMA Governance Board if APMA finds that any of the following have occurred:
- (1) APM 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 APMA 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.

APMA shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When APMA asserts a material

default on the part of the AASD, APMA 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, APMA shall assist the AASD Board of Education in conducting a final accounting of APM by making available to the AASD Board of Education all books and records that have been reviewed in preparing APM annual audits and statements under Section 17 of this Contract.
- h. Equipment Disposition. APMA 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 APMA, APM School, or school organizations, shall be considered gifts to APM School. All gifts and bequests become property of APMA and APM School, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. APMA 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, Appleton Public Montessori and the APMA 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 District Wide Assessments
 - 8) Course Offerings
 - 9) APM Grade Promotion — APMA Governance Board to establish criteria
 - 10) Co-curricular Offerings
 - 11) Allocation of Site Budget

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
122 E College Avenue, Suite 1A
Appleton, Wisconsin 54911

With a copy to: Superintendent of Schools
Appleton Area School District
122 E College Avenue, Suite 1A
Appleton, Wisconsin 54911

To: Stephanie Burdick-Shepherd: Board President
Appleton Public Montessori
1545 E Broadway Dr.
Appleton, WI 54913

With a copy to: Cassie Guilbeault Principal
Appleton Public Montessori
1545 E Broadway Dr.
Appleton, WI 54913

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 APM 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 APM shall have no effect on the liability of APM other than those obligations specifically undertaken by APMA 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 forty (40) students per academic year based on the prior academic year's highest total without APM's consent. Within the five (5) year period following the effective date of this Contract, APM shall seek to achieve full capacity of 160 full-time equivalent students.
- 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
Kay S. Eggert
President, Board of Education
Date: June 22, 2020

ATTEST:
Deborah C. Truymen
Deb C. Truymen
Board of Education Clerk
Date: June 22, 2020

Appleton Public Montessori
By: Stephanie Burdick-Shepherd
Governance Board President

Date: [Signature]

ATTEST:
Amy Nottingham-Martin
Amy Nottingham-Martin
Governance Board Secretary
Date: 6/25/20