

Appleton Area School District Charter School Handbook



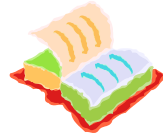
For Charter School Developers & Current Charter Schools

Appleton Area School District
Administrative Offices
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Phone: (920) 832-6142
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*Please contact Dr. Al Brant about
the chartering process.*

Revised October 2022

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What is a Charter School?

Charter schools are public, nonsectarian (nonreligious) schools created through a contract or “charter” between the operators and the sponsoring school board. They are first and foremost about student learning and achievement. Charter schools are also about educational choices, school-site accountability and autonomy, innovation, and revitalizing public education from the ground up.

Wisconsin was one of the first states to enact a charter school law in the early 1990’s. The Wisconsin State Charter School Law gives charter schools the freedom from most traditional state mandates and regulations. In return for this freedom, charter schools are held accountable for student performance, financial matters, and effective school operations. The superintendent and school board involve the entire community in the establishment of charter schools because collaboration is the driving force behind any endeavor, especially an educational one. Charter schools and their sponsors create an accountability plan as part of the charter contract.

Facts about charter schools:

- Charter schools are tuition free and enrollment is voluntary.
- They have the flexibility to design and deliver innovative curriculum in nontraditional ways in order to meet the needs of participating students.
- They may not discriminate in admissions, programs, or activities.
- Students take state tests required of other public school students.
- Teachers are certified and licensed by the Wisconsin Department of Public Instruction.
- Employees are district employees and subject to all district policies and regulations.

Why Do We Have Charter Schools?

The AASD recognized the need for charter schools through conversations with parents and students, outreach to local and statewide communities, and the knowledge that the traditional classroom does not always meet the needs of all students. Our charter school students generate state aids just as traditional students do. The AASD has encouraged the growth of charter schools to better meet the diverse needs of its students at no additional cost to the district. We believe our community desires alternative choices in learning; these options strengthen our total district program.

A charter school is a public school that, in accordance with enabling state statute, is exempt from most provisions of Wisconsin Statute, Chapters 115 to 121, except as otherwise explicitly provided.

The charter school community has agreed, in return for more **autonomy** from state and local control, to **accept and be held to higher standards of accountability** as shown in Charter School Rubric (Appendix A).

AASD Charter Steering Committee Membership: Assistant Superintendent; representative charter school principal from high school, middle school, and elementary school levels. **Purpose:** To provide guidance and support for new charter proposals and ongoing support for current charter schools. This committee will review annual achievement and progress of all charter schools. See Appendix A.

Charter Expansion Guidelines

The Appleton Area School District (AASD) encourages creative and innovative approaches to teaching and learning in many ways. Since 1999, one way that the district has supported teachers, parents and community members who have new ideas to meet the diverse needs of our students has been through charter school development. In all cases, charter developers have been expected to provide evidence in several key areas including community need for the particular model of charter programming, the uniqueness of the model in light of current district offerings, solid enrollment projections to support teacher FTE and a budget plan to sustain the new charter school into the future.

In recent years, charter models focused on closing achievement/opportunity gaps have been given priority for funding by the Department of Public Instruction and AASD district leadership and school board members.

The current and future strength of the AASD as a whole depends upon strong neighborhood schools operating side by side with our charter school options. As the AASD continues to strive toward providing unique educational opportunities for students and parents through our charter schools, we are also firmly committed to providing strong neighborhood schools for all neighborhood students. Therefore, each request to expand an existing charter school will include a careful examination of how that expansion may negatively or positively impact the viability and enrollment of our neighborhood schools.

Considerations for Expansion of Current Charter Schools

Need and Capacity

The charter governing board, in collaboration with the charter school administrator, must provide evidence in the following areas:

- **Need for expansion:** The charter school must provide a three to five year history of waiting lists that demonstrate a need for expansion. If demographic data is available for the waiting lists, the waiting list population must reflect the district demographic profile as noted below.
- **Capacity of current location to house additional charter classrooms**
- **Administrative capacity at the current location to support expanded enrollment**

Demographic Profile

To be considered for expansion, charter schools must be within 5% of the District average for students eligible for free/reduced lunch. In addition, charter schools should be reflective of the overall AASD demographic profile as described below.

2021-22 AASD Demographic Profile

Elementary:

- Students eligible for free/reduced lunch: 49%
- English Language Learners: 6%
- Students receiving special education services: 17%
- Historically Under-served Students (may include African American, Hispanic, Hmong, Native American students that do not fit into the other categories).

Middle and High School:

- Students eligible for free/reduced lunch: 41%
- English Language Learners: 4%
- Students receiving special education services: 17%
- Historically Under-served Students (may include African American, Hispanic, Hmong, Native American students that do not fit into the other categories).

Student Achievement Data

As measured by district standardized assessments and longitudinal assessment, current charter school performance data must show that student proficiency and growth are at or above district averages in reading and math, both overall and within demographic groups.

Economic Considerations

If the demographic and achievement criteria above are met, the district will then evaluate the following economic factors to determine whether or not it is economically feasible for the district administration to recommend expansion of the charter school to the AASD Board of Education:

1. Potential need for remodeling or construction of additional instructional spaces
2. Additional classroom resources needed: technology, curriculum materials, furniture, copier, etc.
3. Additional administrative support needed
4. Additional staffing needs: student services, clerical, maintenance and other support staff

If charter expansion is not approved, it may be revisited if/when criteria are met or conditions change.

General Timeline

A timeline is provided below for proposing and implementing a charter school in the Appleton Area School District. Although the dates shown below are **deadlines**, completing these steps well in advance of the dates listed would be advantageous.

An initial contact can be made at anytime with the Central Office of the Appleton Area School District to identify the desire of a group to explore the possibility of establishing a charter school. For all practicality, the following timeline has shown to be successful in the planning and implementation of past charter schools.

Spring	Prior to May 31, a meeting with the Charter School Liaison and the Assistant Superintendent in charge of charter schools should be scheduled to discuss the ideas of the developer and their feasibility.
Sept. 1	By September 1, the charter developer will meet with the Charter Liaison to review the planning progress, identify future planning priorities, and develop a timeline to be prepared for the Charter Steering Committee meeting and AASD Board meeting.
Fall	Prior to December 1, a final proposal is submitted, which includes a draft charter contract, charter school contract benchmarks, evidence of non-stock incorporation, and bylaws to be reviewed by the AASD Charter Steering Committee for formal review (in November/December or earlier).
January	The charter school proposal will be added to a Board of Education Work Session agenda for review and discussion. Following this meeting it will be presented to the Board of Education for approval.
February	Currently, the deadline for applying for Charter School grants is in late February. This is always subject to change so one should check the DPI website for an exact deadline.
Summer	<p>The AASD and Charter Governance Board will be notified if they have been awarded a charter grant. If the grant was given and accepted, the new charter school would work with the District to determine an appropriate start time.</p> <ul style="list-style-type: none">• Meet with the Charter Liaison to review the plans for the new charter school and review the recruitment plan, etc.• Meet with the Charter Liaison and Assistant Superintendent to review applications and overall plan for opening the new charter school.

**Appleton Area School District
Charter Proposal Submission Cover Sheet**

Name of Charter School: _____

Name of Primary Contact Person: _____

Title/Relationship to Proposed School: _____

Mailing Address: _____

Telephone: _____

(Day)

(Cell)

Email Address: _____

INCLUDED IN THIS SUBMISSION:

- Executive Summary
- Completed Proposal
- Digital Copy
- Signed Petition
- Appendices

The proposed school will open in the fall of school year: _____

Term of charter requested: _____

School Year	Grade Levels	Total Student Enrollment
1 st Year		
2 nd Year		
3 rd Year		
4 th Year		
5 th Year		

1) I understand the Appleton Area School District Board reserves the right to give priority to petitions and proposals that directly address identified areas of need of targeted student populations within the district and to replicate currently successful schools.

2) I certify that I have the authority to submit this petition/proposal and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the petition/proposal process or revocation after award.

Signature

Date Submitted

Printed Name

Proposal Procedure Checklist

Proposals should be submitted to: AASD Charter Steering Committee, AASD Scullen Center, 131 E Washington Street, Suite 1A, Appleton, WI 54911

Final proposals may be submitted any time during the year; however, proposals that are submitted after 4:30 p.m. on December 1, in any year will run the risk of postponing the application of charter grant funds and/or approval and opening of said charter school.

The AASD Charter Steering Committee provides assistance and support for interested parties who are seeking to submit an AASD charter school proposal.

1)	Contact AASD Charter School Steering Committee at 832-6142 about the proposal process.
2)	Include the Charter Proposal Submission Cover Sheet with contact information.
3)	Include an <i>Executive Summary</i> of no more than two (2) pages as an attachment. Include the educational program to be offered and expected student outcomes.
4)	Prepare to submit the charter school proposal in the following format: <ul style="list-style-type: none"> • One hard copy original <i>with</i> all attachments/appendices • Number all pages for quick reference, and include a table of contents • One digital copy of proposal
5)	Prepare and include a draft charter contract
6)	<p>APPENDICES you may want to consider including</p> <ul style="list-style-type: none"> a) Proposed budget in consultation with AASD b) Letters of support from business and community partners c) Additional curriculum information to support educational concept d) A list of waivers at the district and/or state level that the charter school may seek to implement its educational goals e) Sample student schedule f) Sample teacher work week g) Vitae and <i>contact information</i> of the applicant team h) Proposed school calendar i) Special education plan j) Diversity plan k) School discipline plan l) Local assessments m) Any other pertinent information

CHARTER SCHOOL PROPOSAL PROCESS

Step 1. Representatives of potential charter school discuss/meet with Charter Liaison and Assistant Superintendent to discuss their educational program, district priorities, and review the timeline to proceed with the chartering process.

Step 2. Develop Proposal. Charter proposal is developed consistent with WI Stats. §118.40 and any AASD policies and guidelines. The AASD Charter Liaison (and Charter Steering Committee) can assist with the development of the proposal.

Step 3. Deliver Proposal. Charter proposal must be received by the AASD District Office on or before December 1st.

Step 4. Proposal Review. The charter school proposal (which includes the charter contract and the DPI's Charter School Contract Benchmarks document) is reviewed by the District Leadership Team and the AASD Charter Steering Committee. After the internal review, a meeting will be held with the developers and Charter Steering Committee to review the proposal for any needed clarifications. The proposal will then either be approved to go to a Board of Education meeting for review and discussion or revisions may be requested in order to proceed (in which case Step 4 is repeated).

Step 5. Charter School Proposal goes to Board of Education. An Assistant Superintendent, Charter Liaison, and the charter school developers submit their proposal in writing to the AASD Board of Education for review and discussion and give a presentation. Following this meeting the proposal will be presented to the Board of Education for approval

Step 6. AASD Board Action on Proposal. If the proposal is approved, the developer must submit its grant application to DPI.

Step 7. Charter School Opens.

AASD Charter School Contract Template

Initial Charter Contract

When you are ready to develop your charter contract, you are HIGHLY encouraged to contact the district office. The assistant superintendent will connect you with the AASD Charter Liaison to meet with you to discuss the development of your contract and answer questions you may have.

AASD has provided a charter contract template. The contract you develop should mirror this format and general content. Any area in the contract that has a blank must be filled in with specific school information. Areas shaded gray are in place as an example of what you might include in your narrative for that particular section. **When entering your information in these areas, please leave them shaded gray.**

All areas typed and in white should be left as is. If a charter developer (or charter contract renewal) wants to alter any of the areas in white, they must be highlighted in yellow. In addition to the highlighting in yellow, the **Summary of Proposed Changes Chart** must be completed (found at the end of the Charter Contract Template).

All charter contracts must follow this format. Deviations from this format will not be considered. **Please make sure the format, color-coding, and Summary of Proposed Changes Chart are in place.**

The DPI's **Charter School Contract Benchmarks** document (Appendix C) must be completed and submitted with the charter school contract prior to meeting with the Charter Review Committee.

Re-chartering

When a charter school's current contract is in its final year or at any point when a charter governing board would like to re-charter and/or make significant revisions to their contract, the most current charter contract template should be followed.

- **Please read the directions above regarding the color coding when using the contract template.**
- **The contract template must be left in Word when revising the contract to avoid formatting issues.**

*****After reading the directions, please contact Dr. Al Brant to schedule a time to meet to review the contract template and answer any questions you may have.**

- ✓ Include the **Summary of Proposed Changes Chart**
 - changes from the previous contract
 - deviations from the contract template
- ✓ Include the **Summary of the Charter School Goals** (the progress made on the charter school goals included in the current charter school contract).
- ✓ Include the DPI's **Charter School Contract Benchmarks** document (Appendix C) - must be completed and submitted with the charter school contract.
- ✓ Include the charter school's **Governance Board Bylaws** – must be submitted with the final charter school contract.

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND _____**

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 _____ Governance Board (“_____”), _____, Appleton, Wisconsin, 54914

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

WHEREAS, the Board of Education wishes to grant to _____ 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. “Partner School”: means a public or private school with which FRA students participate in co-curricular activities and student events.
- b. PBL refers to Project Based Learning.

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

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

a. _____ students' needs will be met through a standards-based integrated instruction in multiage classrooms with the environment, specifically the Fox River Watershed (definition: the region drain by one river system) serving as the tool through which all subjects are taught.

b. The non-sectarian, standards-based curriculum is particularly appropriate for students who require hands-on, relevant learning; have a curiosity about the world around them; have difficulty transferring learning from one instructional context to the next; and have a highly developed naturalist intelligence (e.g., Gardner).

c. A key difference between _____ and those of traditional elementary and middle schools is that science and social studies topics related to the environmental science, history, economy, politics, and culture of the Fox River Valley will serve as the core topics through which reading, writing, and math will be integrated. As students move up the grade levels, they will use learning focused on our local environment to make connections to state, national, and world events and history. In other words, learning will have a very local focus in the early years and become more global and far-reaching in later years at _____.

d. _____ will follow the curriculum and design work of educational researcher Grant Wiggins in his work, *Understanding by Design*. The innovative and research-based curriculum used by _____ will be based on a broad, encompassing questions, or essential questions, to guide learning. These essential questions, based on major science and social studies themes related to the natural environment, will direct the focus of all core subjects using the environment as an anchor for learning. The environmentally focused, non-sectarian curriculum uses the school's surroundings and community as a framework and context for student learning. Wisconsin curriculum standards in core academics will be addressed in the integrated units.

e. Students will actively participate weekly in outdoor field experiences that will involve observing natural phenomenon, collecting data, testing and evaluating hypotheses, and drawing conclusions. The content area instruction the students receive at _____ will be fluid and connected to the essential questions of Science and Social Studies.

f. Reading, writing, math, and technology will be taught as supportive thinking skills needed by an informed citizen. Direct, focused skill instruction will occur in Reading and Writing. Students will spend the majority of the time in these two subjects applying the skills and strategies within assigned and self-selected works of literature and writing under guidance of the classroom teachers.

g. A math text will be adopted that focuses on mastery learning of mathematical concepts and procedures and emphasizes problem solving with real world

applications. These mathematical skills and strategies will be further emphasized in the Science and Social Students inquiry projects undertaken by students.

- h. Through joint planning with the building physical education teacher, we will integrate outdoor recreation adventures into our curriculum. Through partnerships with sporting goods stores and community organizations, we will secure equipment for these adventures.

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

a. Student Goal 1--Increase student achievement in state standardized assessments.

- (1) Objective: Eighty Percent (80%) of FRA students will score proficient or advanced proficient in reading as begun November 2006 after one full academic year.

Assessment: WSAS Assessments or any future state assessments

- (2) Objective: Eighty Percent (80%) of FRA students will score proficient or advanced proficient in mathematics as begun November 2006 after one full academic year.

Assessment: WSAS Assessments or any future state assessments

- (3) Objective: Eighty-Five Percent (85%) of FRA students will score proficient or advanced proficient in science as begun November 2006 after one full academic year.

Assessment: WSAS Assessments or any future state assessments

b. Student Goal 2--Increase student achievement on longitudinal assessments.

- (1) Objective: Eighty Percent (80%) of FRA students will score at or above the District average in reading, beginning Spring 2011, after one full academic year.

Assessment: longitudinal assessments or any future state assessments

- (2) Objective: Eighty Percent (80%) of FRA students will score at or above the District average in mathematics, beginning Spring 2011, after one full academic year.

Assessment: longitudinal assessments or any future state assessments

c. Student Goal 3—Other assessments specific to charter school.

- (1) Objective: By the end of the academic year One Hundred Percent (100%) of students will achieve proficient or advanced proficient levels of performance. Students will engage in scientific inquiry and research culminating in an end of year project, as begun September 1, 2005. Assessment: Students will be

evaluated using a performance assessment in which a scientific problem will be posed and students must conduct an investigation and use scientific equipment appropriately. The performance assessment will be developed by the curriculum committee.

(2) Objective: By the end of the academic year One Hundred Percent (100%) of students will achieve proficient or advanced proficient levels of performance. Students will engage in scientific inquiry and weekly research in the field, reporting their results in weekly field notes as begun September 1, 2005.

Assessment: Field note rubric developed by the curriculum committee.

d. Student Goal 4—Create well-rounded environmentally literate students who are proficient in the use of strategies, learning processes, and higher order thinking skills needed to be stewards of the environment.

(1) Objective: One Hundred Percent (100%) of students will identify local environmental problems and propose appropriate solutions. Each student will participate in at least one investigation. Students will define a specific problem, research it, and propose appropriate solutions as begun January 1, 2006.

Assessment: Students will be evaluated using a scientific inquiry rubric as well as a presentation rubric. The rubric will be developed by the curriculum committee.

(2) Objective: One Hundred Percent (100%) of students will be involved in at least one community service project relating to the environment. Each student will be required to complete 10 hours of service throughout the school year as begun January 1, 2006.

Assessment: Students will document community service through photographs, written responses, and reports to the Governance Board and community.

e. _____ shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.

f. _____ shall administer other assessments as required under state and federal law, and as directed by AASD.

g. _____ 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 “_____ Governance Board”). The _____ 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 _____;
- 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 _____ 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 _____ may deem necessary or appropriate with regard to the operations or affairs of _____, but not to exceed the authority

granted by the AASD under the terms of this Agreement and state and federal law.

- b. Lead Teacher. _____ will be a teacher led school. The lead teacher will coordinate and oversee the daily operation of the school and will work closely with the _____ Governance Board to ensure that the educational goals of the school are met. Communications from AASD needed for procedural purposes will go to the _____ Lead Teacher as well as the _____ Principal. The _____ Lead Teacher will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.
- c. Principal. A principal will be assigned to _____ by AASD. AASD will appoint the principal in collaboration with the _____ Governance Board. The _____ principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The _____ principal will be appropriately licensed, pursuant to state law.
- d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the _____ Governance Board, the size, method of appointment and constitution of the _____ Governance Board will be as stipulated in the _____ Governance Board's by-laws. Total membership of the _____ Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the _____ Governance Board.
- e. Officers. Election of officers is detailed in the by-laws of the _____ Governance Board.
- f. Meetings. Meetings will be held _____ times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the _____ 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. _____ will provide the AASD additional data as needed for the Annual Authorizer Report by November 1. 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.**

The _____ 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:

Example

Parents/guardians will be involved in the _____ by having representation on the _____ Governance Board. Parents/guardians will also serve on _____ Governance Board committees such as enrollment, by-laws, curriculum 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 _____.

- a. _____ 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 end-of-year/capstone projects all serve to encourage students and parents to become concerned and contributing members of their communities on local, state, national and international levels.
- b. For the period that _____ is housed within a Host School, students will be able to participate in the after school activities available to the students of the Host School. If _____ students meet the age range for afterschool programs, _____ students will be able to attend these programs at the Host School.
- c. _____ will enrich the opportunities for students and staff at the Host School in a variety of ways as well. Speakers and programs brought in by _____ will be made available to the Host School's students, parents, and staff. _____ materials purchased through grant funds will be available for loan to the Host School's staff as well. Finally, positive learning relationships will develop as _____ students share their knowledge with students of the Host School when project fairs are held.
- d. Parents will receive mid-quarter and quarterly reports on student progress at _____. 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 5th through 8th grades will: have email accounts assigned by _____; be able to post podcasts and webcasts, create blogs, and fully utilize _____.

available technology under the supervision and website administration of _____ teachers.

- f. Parental issues, concerns, questions, and complaints will be handled following these steps:
- (1) Contact the classroom teacher.
 - (2) If resolution has not been reached, or if the concern is school wide, the _____ lead teacher will be contacted.
 - (3) If resolution is still not reached, the principal will be contacted.
 - (4) If resolution is still not reached and based on the issue, the charter school principal will contact the _____ 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 teach at _____ 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 Environmental Education and a willingness to conduct lessons out-of-doors on a regular (weekly at minimum) basis. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at _____ 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 _____ will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. _____ 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 _____ may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to _____.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. _____ 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. _____ official non-discrimination policy will be applied in all operations. Access to _____ 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. _____ 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. _____ 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 _____ is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to _____ 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 _____ 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. _____ will give enrollment preference to current students at _____. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of _____ full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of _____'s total enrollment.
- f. Students may enroll and attend _____ at any point during the school year as space permits in accordance with _____ 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: _____ 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 _____ space. In addition, _____ receives funding based on the per-pupil formula applied to all schools in the AASD. The _____ 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 (FTE's) will be allocated to _____ 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 environmental foundations and university personnel. A quality curriculum at _____ will be sustained through AASD textbook replacement/adoption funds. Other expense incurred through the curriculum development process will be offset by alternate

sources of funding, i.e. those not covered in technology upgrades or other curricular purchases.

- f. Liability Insurance: As an instrumentality of the AASD, the _____ will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All _____ 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 _____ 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 _____ to attend environmental education workshops and other professional development conferences that are aligned to the mission and goals of _____.
- m. Health and Safety: _____ will rely upon AASD nursing staff and trained staff to provide the necessary resources. _____ 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:
 - 1) _____ Student contact within the classroom that will immediately address the inappropriate behavior and plan for correction. Site will utilize the Equitable System of Support for problem solving. Staff will use the site process to communicate concerns to families.
 - 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 _____ Governance Board reserves the right to create and/or approve a _____ 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 _____ 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 _____. Students, who do not elect to attend _____, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. **Tuition.** _____ shall not charge any tuition. _____ 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 _____. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. _____ 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 _____ 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.** _____ is currently located at _____, Appleton, Wisconsin, _____. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.

b. **Liability Insurance.** The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of _____ 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, _____ 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 _____ of any provision of this Agreement;
- b) Failure by _____ Governance Board to comply with all applicable law, relating to this Agreement or operation of _____, 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 _____ Governance Board, or its employees or agents in connection with the performance of the obligations of _____ Governance Board under this Agreement. The obligation of _____ 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 (Name of 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 _____ 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 _____ 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 _____ 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. _____ 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 _____ (insert Charter School name) 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.

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

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

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

- k. The _____ 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. _____ will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.
- o. The District will keep the _____ in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the _____ 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 _____ school year, and shall expire at midnight, on June 30, _____, 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 _____ 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 _____ deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) _____ has insufficient enrollment to successfully operate a charter school,
 - (2) If _____ fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of _____ have not shown sufficient academic progress using multiple measures. Students enrolled at _____ 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 _____ Governance Board and AASD.

- (4) If students enrolled in _____ 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 _____ 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 _____ will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, _____ shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The _____ 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) _____ has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of _____ has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (8) _____ knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (9) _____ 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 _____, the AASD will provide written notice of the specific material default asserted and afford _____ 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 _____ 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 _____ undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by _____ 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 _____ is put at actual risk thereby, the AASD Board of Education shall provide _____ 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 _____ pending further action.

- f. Termination by (Name of School) Governance Board. This Contract may be terminated by _____ Governance Board if _____ finds that any of the following have occurred:
- (1) _____ 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 _____ 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.

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

23. Autonomy.

- a. _____ 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, (name of school) and the _____ 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) _____ Grade Promotion— _____ Governance Board to establish criteria
- 10) _____ Graduation Requirements— _____ 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 _____: Board President
 _____ (Name of School)
 _____ (Address of School)
 Appleton, WI _____

With a copy to: Principal
 _____ (Name of School)
 _____ (Address of School)
 Appleton, WI _____

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 _____ 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 _____ shall have no effect on the liability of _____ other than those obligations specifically undertaken by _____ 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 _____'s consent. Within the five (5) year period following the effective date of this Contract, _____ shall seek to achieve full capacity of 200 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
President, Board of Education
Date: _____

ATTEST:

Deborah C. Truymen
Board of Education Clerk
Date: _____

Name of Charter _____

By: _____
Name
Governance Board President
Date: _____

ATTEST:

Name
Governance Board Secretary
Date: _____

Summary of Proposed Changes for

<div style="background-color: #cccccc; border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Name of Charter</div>
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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
Sample	p.16 #13. f	Eliminate language regarding food service	Virtual school does not need a lunch program	Charter Board President	
1					
2					
3					
4					



AASD CHARTER SCHOOL INFORMATION AND ASSISTANCE



The AASD staff members listed below are resources often consulted by charter schools. Please contact these individuals directly for more information regarding charter school services related to their areas.

AASD Charter Schools:

Contact Al Brant about the charter proposal process.

Name	E-Mail Address	Telephone
<u>Central Administration</u>		
Dr. Al Brant, District Charter Liaison	brantallen@asd.k12.wi.us	920-419-7205
Matt Zimmerman, Assistant Superintendent	zimmermanmatth@asd.k12.wi.us	920-832-6301
Donna Goetzke, Executive Assistant	goetzkedonna@asd.k12.wi.us	920-832-6142
<u>Grants and Budgeting</u>		
Diane Wittman	wittmandiane@asd.k12.wi.us	920-997-1399 x-2031
<u>Charter Steering Committee Members</u>		
Dr. Al Brant, 4K-12 Charter School Representative	brantallen@asd.k12.wi.us	920-419-7205
Joel Cannon, Elementary Level Charter School Representative	cannonjoel@asd.k12.wi.us	920-997-1399 x-6232
Michelle Mueller, Middle Level Charter School Representative	muellermichelle@asd.k12.wi.us	920-997-1399 x-2218
Jacque Smedberg, High School Level Charter School Representative	smedbergjacqu@asd.k12.wi.us	920-997-1399 x-2700

Additional Resources:

- AASD Charter School Website:
http://www.asd.k12.wi.us/district/district_departments_contacts/standards_curriculum/apleton_charter_schools
- Charter Schools Consultants
Wisconsin Department of Public Instruction
125 S. Webster Street
Madison, WI 53703
charterschools@dpi.wi.gov

2022-2023
AASD CHARTER SCHOOLS

*For additional information about individual charter school philosophy, goals, and curriculum, please visit the websites listed below.

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
<p>Appleton Bilingual School</p> <p>abs.aasd.k12.wi.us</p>	<p>Spanish/English dual language elementary charter school for English, Spanish, and bilingual students (2021 - 2026)</p>	832-1729	<p>Joel Cannon</p> <p>cannonjoel@asd.k12.wi.us</p>	<p>913 N. Oneida St. Appleton, WI 54911</p>	<p>Grades K-5 / 160 students</p>
<p>Appleton eSchool</p> <p>www.appletonschool.org</p>	<p>On-line school offering options based on students' needs and interests. 21st Century learning style, personalized learning, student flexibility, credit recovery, and core courses offered along with elective and college preparatory courses. (2019 – 2024)</p>	997-1399 x 1744	<p>Shawna Waters</p> <p>watersshawna@asd.k12.wi.us</p>	<p>2121 Emmers Drive Appleton, WI 54915</p>	<p>Grades 7-12 / No enrollment cap at this time</p>
<p>Appleton Public Montessori</p> <p>apm.aasd.k12.wi.us</p>	<p>Montessori Education emphasizing growth of whole child – independent work habits, responsibility, and interpersonal skills. (2020 – 2025)</p>		<p>Cassie Guilbeault</p> <p>guilbeaultcass@asd.k12.wi.us</p>	<p>1545 E Broadway Dr Grand Chute, WI 54915</p>	<p>Grades 4K-6 / 20 students per grade level</p>

**2022-2023
AASD CHARTER SCHOOLS**

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
<p>Appleton Technical Academy</p> <p>www.appletontech.org</p>	<p>Appleton Technical Academy, in collaboration with Fox Valley Technical College (FVTC), has a vision of providing high school students with a jump-start toward successful and rewarding careers within the manufacturing and technology industries through a blend of hands-on learning and academics. (2019 – 2024)</p>	832-6234	<p>Mark McQuade mcquademark@asds.k12.wi.us</p>	<p>610 N Badger Ave Appleton, WI 54914</p>	<p>Grades 9-12 / No enrollment cap</p>
<p>Classical School</p> <p>www.classicalcharter.com</p>	<p>Official <i>Core Knowledge</i>[®] school preparing students for a global society through cultural literacy, academic excellence, and higher literacy. (2021 – 2026)</p>	832-4968	<p>Tom Bomann bomannthomas@asds.k12.wi.us</p>	<p>3310 N Durkee Street Appleton, WI 54911</p>	<p>Grades K-8 / 486 students</p>
<p>Foster Elementary Charter School</p> <p>foster.asds.k12.wi.us</p>	<p>Center-based instruction; individualized learning plans; pre-and post-tests track skill mastery. (2021 – 2026)</p>	832-6288	<p>Karen Noel noelkaren@asds.k12.wi.us</p>	<p>305 W Foster Street Appleton, WI 54915</p>	<p>Grades K-6 / 486 students</p>

**2022-2023
AASD CHARTER SCHOOLS**

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
Fox Cities Leadership Academy fcla.aasd.k12.wi.us	Career exploration and innovative learning opportunities in Business Marketing, Health, and Design. (2021 – 2026)	832-4300	Patrick Lee leepatrick@asd.k12.wi.us	5000 N Ballard Road Appleton, WI 54913	Grades 9-12 / 125 students
Fox River Academy www.foxriveracademy.org	Environmental education with a focus on the Fox River Watershed. Core subject areas taught through an integrated curriculum in multiage classrooms. (2019 – 2024)	832-6260	Lori Leschisin leschisinlori@asd.k12.wi.us	1000 S Mason Street Appleton, WI 54914	Grades K-8 / 120 students in multiage classrooms
Kaleidoscope Academy ka.aasd.k12.wi.us	Technology & Fine Arts Middle School (2020 – 2025)	832-6294	Alexandra Molitor molitoralexand@asd.k12.wi.us	318 E Brewster Street Appleton, WI 54911	Grades 6-8 / 635 students
Renaissance School for the Arts rsa.aasd.k12.wi.us	Arts-based high school including dance, theatre, visual art, music, film, fashion, and photography. (2022 – 2027)	997-1399 x 5708	Christy deBoer deboerchristin@asd.k12.wi.us	610 N Badger Avenue Appleton, WI 54914	Grades 9-12 / 170 students

AASD CHARTER SCHOOLS 2022-2023

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
<p>Tesla Engineering Charter School</p> <p>tesla.aasd.k12.wi.us</p>	<p>STEM (Science, Technology, Engineering, Math) school providing comprehensive college level engineering and technology experiences. (2022 – 2027)</p>	<p>997-1399 x 2767</p>	<p>Jacqueline Smedberg smedbergjacqul@asd.k12.wi.us</p>	<p>2121 Emmers Drive Appleton, WI 54915</p>	<p>Grades 9-12 / 192 students</p>
<p>Valley New School</p> <p>vna.aasd.k12.wi.us</p>	<p>Student-driven, project-based curriculum where in-depth projects develop life-long learning skills. (2018 – 2023)</p>	<p>993-7037</p>	<p>Mike Hernandez hernandezmicha@asd.k12.wi.us</p>	<p>10 College Avenue Suite 228 Appleton, WI 54911</p>	<p>Grades 7-12 / 67 students</p>
<p>Wisconsin Connections Academy</p> <p>wca.aasd.k12.wi.us</p>	<p>Virtual charter school; a high-quality, comprehensive, enjoyable, education at home (2022-2027)</p>	<p>997-1399 x 2218</p>	<p>Michelle Mueller muellermichelle@asd.k12.wi.us</p>	<p>350 W Capitol Drive Appleton, WI 54911</p>	<p>Grades 4K-12 / No enrollment cap</p>

Appendix A

**(Insert Authorizing Entity Name) (Insert
School year) Charter School Authorizer
Annual Report**

(For further instructions and requirements related to completing each section of this charter school authorizer annual report template see the charter school authorizer annual report technical assistance document at <http://dpi.wi.gov/sms/charter-schools/information-authorizers>)

SECTION I: AUTHORIZER INFORMATION

Authorizing Entity:	
Authorizer Address:	
Authorizer Contact Person:	
Contact Person Title:	
Contact Person Phone:	
Contact Person Email:	

SECTION II: CHARTER SCHOOL INFORMATION

(Add additional lines or attach additional sheets, if necessary.)

Charter Schools Currently Under Contract in 2021-2022:			
School Name:	Charter School's Governing Board Legal Entity Name:	Contract Term Dates (7/1/20xx – 6/30/20xx):	Grades Served:

Charter Schools with Non-renewed or Revoked Contract during 2021-2022:			
School Name:	Charter School's Governing Board Legal Entity Name:	Contract Term Dates (7/1/20xx – 6/30/20xx)*:	Reason for Non-renewal or Revocation:

Charter Schools that Closed During or at the Conclusion of 2021-2022:			
School Name:	Date of School Closure:	Contract Term Dates (7/1/20xx – 6/30/20xx):	Reason for Closure:

Charter Schools Currently Approved, But That Have Not Yet Begun to Operate:			
School Name:	Charter School's Governing Board Legal Entity Name:	Contract Term Dates (7/1/20xx – 6/30/20xx):	Anticipated First Academic Year of Instruction (e.g. 2023-2024):

SECTION III: ACADEMIC PERFORMANCE OF CHARTER SCHOOLS

(Provide a summary of the academic performance of each charter school that operated during the school year.)

SECTION IV: FINANCIAL PERFORMANCE OF CHARTER SCHOOLS

(Provide a summary of the financial performance of each charter school that operated during the school year.)

SECTION V: OTHER CONTRACT TERMS AND EXPECTATIONS (OPTIONAL)

(In this section, provide a summary and discussion of any additional contract terms or expectations that the authorizer deems relevant to its report on the overall performance of the charter schools it authorizes.)

SECTION VI: AUTHORIZER OPERATING COSTS

(Complete and attach audited Schedule of Charter School Authorizer Operating Costs.)

Examples of the types of costs that should be reported in the schedule of authorizer operating costs include, but are not limited to:

- costs incurred by the authorizer to oversee and monitor its charter schools (i.e. salary and fringe for individuals who assume these duties);
- costs incurred for soliciting, receiving, and reviewing applications for new charter schools (i.e. salary and fringe for individuals who assume these duties which may include administrative staff, business office staff, legal staff, etc.);
- costs incurred for completing and analyzing charter school data for the purpose of making renewal and revocation decisions; and
- any additional costs associated with duties under Wis. Stats. s. 118.40(3m)(a) to (e) *(please reference Technical Assistance document for the language of 118.30(3m)(a)-(e)).*

Costs that should not be included in the schedule of authorizer operating costs include salary and fringe for the teachers at the charter school, costs of charter school transportation, curriculum services, food service, etc. **Only costs associated with the authorizer fulfilling its duties should be reported in this schedule.**

SECTION VII: SERVICES PROVIDED TO CHARTER SCHOOLS

(Complete and attached Schedule of Charter School Authorizer Services and Costs.)

Examples of the types of costs that should be reported in the schedule of services and costs include, but are not limited to:

- costs for business office services;
- costs for food services;
- curriculum services; or
- professional development services.

Costs and types of services may vary depending upon the contractual relationship between the authorizer and the charter school. Please note that contracted services provided to a charter and authorizer costs are not the same. **The expenditures in Section VI and Section VII should not match.**

(INSERT AUTHORIZING ENTITY NAME)
SCHEDULE OF CHARTER SCHOOL AUTHORIZER OPERATING COSTS
FISCAL YEAR ENDING (INSERT DATE)

OPERATING ACTIVITY	WUFAR OBJECT CODE	COST
EMPLOYEE SALARIES	100	
EMPLOYEE BENEFITS	200	
PURCHASED SERVICES	300	
NON-CAPITAL OBJECTS	400	
CAPITAL OBJECTS	500	
INSURANCE & JUDGEMENTS	700	
OTHER (REPLACE OTHER WITH AN ACTIVITY NAME)	900	
OTHER (REPLACE OTHER WITH AN ACTIVITY NAME)	900	
TOTAL		

(INSERT AUTHORIZING ENTITY NAME)

SCHEDULE OF CHARTER SCHOOL AUTHORIZER SERVICES AND COSTS

FISCAL YEAR ENDING (INSERT DATE)

SERVICES PROVIDED	FUNCTION CODE	COST
REGULAR CURRICULUM	120000	
SPECIAL EDUCATION	150000	
HEALTH SERVICES	214000	
PSYCHOLOGICAL SERVICES	215000	
CURRICULUM DEVELOPMENT	221200	
INSTRUCTIONAL STAFF TRAINING	221300	
GENERAL ADMINISTRATION	230000	
BUILDING ADMINISTRATION	240000	
BUSINESS SERVICES	252000	
GENERAL OPERATIONS	253000	
PUPIL TRANSPORTATION	256000	
TECHNOLOGY	266000	
OTHER SERVICES (REPLACE OTHER WITH A SERVICE)		
TOTAL		

Appendix B

BYLAWS

OF

ARTICLE I

General

Section 1. Purpose of Corporation. The purpose of the Corporation is to operate a charter school (the “School”) as an instrumentality of the Appleton Area School District (the “District”) under section 118.40 of the Wisconsin Statutes. The name of the School is _____. These Bylaws specify various matters affecting the operations and governance of this Corporation.

Section 2. Solicitation and Receipt of Gifts. The Corporation shall seek gifts, contributions, donations and bequests (herein generally called “gifts”) for its purposes. While the Corporation specifically encourages unrestricted gifts the principal of which and/or income from may be used for the School’s purposes at the discretion of the Governing Board of Directors (the “Board”), the Board will accept gifts for a restricted or otherwise designated purpose if such restriction is determined by the Board to be acceptable or otherwise conforms with these Bylaws and any other guidelines established by the Board.

ARTICLE II

Members

Section 1. Number. The Board may, but shall not be required to, elect Members-at-Large (each, a “Member-at-Large” and collectively, the “Members-at-Large”) each of whom shall be elected by the Board. Members-at-Large shall have such duties as determined by the Board, but shall not have the authority to bind the Corporation or act as agent thereof. The Board may elect as many Members-at-Large as may be deemed necessary by the Board.

Section 2. Election and Term. Members at Large may be elected at any time by a majority of the Board at any meeting. A Member-at-Large shall hold membership for ____ year[s] or until such Member-at-Large resigns or is removed by the Board.

Section 3. Participation; Non-Voting. Members-at-Large shall be permitted to attend meetings of the Board and participate in discussion as permitted by the Board. No Member-at-Large shall have voting rights based solely upon their status as a Member-at-Large, either on a committee, at any Board meeting or otherwise.

Section 4. Removal. Any Member-at-Large elected or appointed by the Board may be removed by the Board, whenever in its judgment the best interests of the Corporation will be

served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5. Vacancies. The death, resignation or removal of a Member-at-Large shall not obligate the Board to replace such Member-at-Large unless otherwise deemed desirable by the Board.

ARTICLE III

Directors

Section 1. Subject to the limitations of the Articles of Incorporation of this Corporation, these Bylaws and the laws of the State of Wisconsin, the affairs of this Corporation shall be managed by the Board. Such responsibilities shall include the achievement of the School's goals through officers, employees and an administrative structure designated by the Board; the solicitation, development and investment of funds to assist the School in achieving such goals; the formulation of any desirable amendments to the Articles of Incorporation or these Bylaws and attendance at meetings of the Board and committees thereof.

Section 2. Number; Election; Term.

(a) Number. The number of Directors of the Corporation shall be ____, comprised of one Director who shall be selected from among the members of the School Board of the District (hereinafter "District Representative Director") and an additional ____ Directors. The Board may from time to time increase the number of Directors to a maximum of ____ by resolution adopted by a majority vote of the Directors then in office. The superintendent of the District shall be permitted to attend all meetings of the Directors of this Corporation and shall receive notice of such meetings in the same manner as provided to Directors. The superintendent shall be permitted to participate in all discussions held at such meetings of the Board but shall not have any voting rights.

(b) Election and Term.

(i) District Representative Director. The current District Representative Director shall be _____ whose term shall expire on _____ or until his/her successor is duly elected and qualified. Thereafter, the District Representative Director shall be elected by the Directors from among those members of the School Board of the District who have expressed a willingness to serve as a Director. Such District Representative Director shall serve for a period of ___ year[s] or until the earlier removal or resignation from the School Board, death or resignation from the School Board of such District Representative Director. District Representative Directors may be re-elected to serve more than one term in office.

(ii) Directors. Except as otherwise provided herein with respect to the terms of the current Directors, each Director shall hold office for a term of three (3) years or until such Director's successor shall have been duly elected or until such Director's death, resignation or removal. Directors shall be elected by a majority of the

Directors then in office from a list of candidates presented by the Corporation's Nominating Committee. All Directors, including any Directors whose terms expire concurrent with the election shall be permitted to vote upon the election of Directors. Directors may be re-elected to serve more than one term in office. Directors need not be residents of the District. Directors shall serve rotating terms with the general result that the terms of approximately one-third of Directors of the Board terms shall expire each year. The Board shall effect such result by designating a length of term in office for each current Director.

Section 3. Resignation. A Director may resign at any time by giving written notice to the secretary of the Corporation, who shall advise the Board of such resignation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the secretary, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any individual Director may be removed from office, with cause or without cause or for any reason provided in the Articles of Incorporation or Bylaws, by the action of a majority of the Directors then in office.

Section 5. Vacancies. In the event of a vacancy in any of the positions of any Director, other than the School Board Representative Director, an interim Director shall be elected by the affirmative vote of the Directors present at a meeting at which there is a quorum. Interim Directors shall serve for the period remaining in the term to which they were elected or until their successors have been elected and qualified or until their death, resignation or removal. Should a vacancy occur in the position of District Representative Director, such vacancy must be filled from among those members of the School Board of the District who have expressed a willingness to serve as a Director of the Corporation and have been elected by a majority of the School Board.

Section 6. Meetings.

(a) Annual Meeting. A regular annual meeting of the Board shall be held on the second Tuesday in January of each year at such time or place as may be designated by the president of the Corporation, or by any vice president if the president is unable to act, for the election of officers and the transaction of such other business as may properly come before the meeting. In the event of failure, through oversight or otherwise, to hold the annual meeting of Directors in any year on the date herein provided therefor, the meeting, upon waiver of notice or upon due notice, may be held at a later date, and any election had or business transacted at such meeting shall be as valid and effectual as if had or transacted at the annual meeting on the date herein provided.

(b) Other Regular Meetings. Other regular meetings of the Board may be held with or without notice at such regularly recurring time and place as the Board may designate.

(c) Special Meetings. Special meetings of the Board for any purpose or purposes shall be held whenever called by the president, or if the president is absent or is unable or refuses to act, by any vice president, or by a majority of Directors.

Section 7. Notices. With the exception of regular meetings as set forth in Section 6(b) above of this Article, notice of any meeting of the Board, in each case specifying the place, date and hour of the meeting, shall be given to each Director by delivering notice, orally or in writing, or by electronic communication at such electronic mail address as provided in writing by the Director, not more than sixty (60) days prior to the date of the meeting, but at least twenty-four hours before the time set for such meeting if notification is provided orally or by electronic mail or, if notification is by mail, by mailing such notice at least seventy-two (72) hours before the time set for such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, addressed to the Director at the Director's address as it appears on the records of the Corporation. Neither the business to be transacted at, nor the purpose, of any meeting of the Board need be specified in the notice or waiver of such notice of such meeting.

Section 8. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting held after regular call and notice, if a quorum is present and if, either before or after the meeting, a written waiver of notice of the meeting, containing the same information as would have been required to be included in a proper notice of the meeting, is signed by (a) each Director not present at the meeting and (b) each Director present at the meeting who objected thereto to the transaction of any business because the meeting was not lawfully called or convened. All such waivers shall be filed with and made a part of the minutes of the meeting.

Section 9. Action Without Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting if all the Directors consent in writing to such action. Such action by written consent shall have the same effect as the unanimous vote of the Directors.

Section 10. Quorum. A majority of the number of Directors fixed pursuant to the Articles of Incorporation or these Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act or decision of the Board, unless the act of a greater proportion is required by the law, the Articles of Incorporation or these Bylaws.

Section 11. Adjournment. Any meeting of the Board, whether regular or special, may be adjourned from time to time by the vote of a majority of the Directors present. Notice of the time and place of an adjourned meeting need not be given to absent Directors if that time and place are fixed at the meeting adjourned. At any such adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting adjourned.

Section 12. Organization. The president of the Corporation, or in the absence of the president, a chairman chosen by a majority of the Directors present, shall act as chairman at every meeting of the Board. The secretary, or in the absence of the secretary, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

Section 13. Compensation. Directors shall not receive compensation for serving as Directors, but may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided such reimbursement is authorized by the affirmative vote of a majority of Directors present at a meeting at which a quorum is present. Nothing contained herein shall be construed to preclude any Director from serving the School in any other capacity, or receiving reasonable compensation therefor.

Section 14. Committees.

(a) Standing or Temporary Advisory Committees Without Board Authority. The Board or the president may authorize, and appoint or remove members (whether members of the Board), of standing and/or temporary committees to consider appropriate matters, make reports to the president and/or Board, and fulfill such other advisory functions as may be designated. The designation of such standing and/or temporary committees, and the members thereof, shall be recorded in the minutes of the Board.

(b) Executive or Other Committees with Limited Board Authority. The Board may by appropriate resolution designate one or more committees, each of which shall consist of two (2) or more Directors elected by the Board, that, to the extent provided in those resolutions or in these Bylaws, shall have and may exercise, when the Board is not in session, the powers of the Board in the management of the affairs of the Corporation, except action with respect to election of officers and the formation of and the filling of vacancies in committees with limited Board authority pursuant to this subsection. The Board may elect one or more Directors as alternate members of any such committee, who may take the place of any absent committee member or members at any meeting of such committee. The designation of such committee or committees and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon the Board or any individual Director by law.

(c) Nominating Committee. By appropriate resolution the Board may designate a nominating committee consisting of two (2) or more Directors and such other additional persons as deemed appropriate by the Board. If appointed, the nominating committee shall nominate one (1) or more persons for each vacancy on the Board, including any interim vacancies described in Section 5 of this Article if the remaining term to be served by such interim Director exceeds one year.

Section 15. Director Conflicts of Interest. No contract or other transaction between this Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of the Directors are directors or officers or has a material financial interest, shall be either void or voidable solely because of such relationship or interest or because such Director or Directors are present at the meeting of the Board or a committee thereof that authorizes, approves or ratifies such contract or transaction or because the votes of such Director or Directors are counted for such purposes, if (1) the fact of such relationship or interest is disclosed or known to the Board or committee that authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; or (2) the contract or transaction is fair and reasonable

to the Corporation. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof that authorizes, approves or ratifies such contract or transaction.

ARTICLE IV

Officers

Section 1. Officers. The Corporation shall have a president, a vice president, a secretary, a treasurer and such other officers or assistant officers as the Board may from time to time select. Any two or more of those offices may be held by the same person, except that the offices of president and secretary and the offices of president and vice president may not be held by the same person.

Section 2. Selection. Replacements of officers of the Corporation whose term have expired shall be chosen by the Board at its annual meeting, provided, however, nothing herein shall preclude re-election of an officer whose term has expired. Each officer shall hold office until such officer's successor shall have been duly elected and qualified, or until such officer's death, resignation or removal. Election or appointment as an officer shall not of itself create contract rights.

Section 3. Resignation. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Board as the case may be, and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer may be removed from office by the action of the Board, whenever in the Board's judgment the best interest of the Corporation will be served thereby, without prejudice to the contract rights, if any, of the officer so removed.

Section 5. Vacancies. A vacancy occurring in any office, for any reason, may be filled for the unexpired portion of the term of that office by the voting members of the Board.

Section 6. President. The president shall be the chief administrative officer of the Corporation and shall have such duties, responsibilities and powers as may be necessary to carry out the directions and policies of the Board or prescribed in these Bylaws or otherwise delegated by the Board and shall at all times be subject to the policies, control and direction of the Board. The president may sign and execute, in the name of the Corporation, any instrument or document consistent with the foregoing general delegation of authority or any other instrument or document specifically authorized by the Board, except when the signing and execution thereof shall have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation; provided that neither the president nor any other officer may sign any deed or instrument of conveyance or endorse any security or execute any checks, drafts, or other orders for payment of money, notes, acceptances, or other evidence of indebtedness without the specific authority of the Board pursuant to Article V below dealing with such matters. Whenever it may in the president's opinion be necessary, the president shall

prescribe the duties of other officers and employees of the Corporation, in a manner not inconsistent with the provisions of these Bylaws and the directions of the Board.

Section 7. Vice President. In the absence or disability of the president, the vice president shall perform the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have such other powers and perform such other duties as may be prescribed for the vice president from time to time by the Board, or these Bylaws.

Section 8. Secretary. The secretary shall:

(a) Certify and keep at the principal office of the Corporation the original or a copy of its Bylaws, as amended or otherwise altered to date.

(b) Keep at the principal office of the School or such other place as the Board may direct, a book of minutes of all meetings of the Board and committees thereof, with the time and place of holding, whether regular or special and, if special, how authorized, the notice thereof given, and the names of those present at the meetings.

(c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(d) Be custodian of the records of the Corporation.

(e) See that all documents and records required by law are properly kept and filed.

Section 9. Treasurer. The treasurer shall perform or have performed under the Treasurer's direction the following functions:

(a) Have charge and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board in consultation with the School administrator.

(b) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus in consultation with the School administrator.

(c) Render interim statements of the condition of the finances of the Corporation to the Board upon request, and render a full financial report at the annual meeting of the Board in consultation with the School administrator.

(d) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever in consultation with the School administrator.

(e) In general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the Board in consultation with the School administrator.

ARTICLE V

Instruments; Bank Accounts; Checks and Drafts; Loans; Securities

Section 1. Execution of Instruments. Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of an on behalf of the Corporation, and such authorization may be general or confined to specific instances. Except as so authorized, or as in these Bylaws otherwise expressly provided, no officer, agent, or employee shall have any power or authority to bind the Corporation to any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount.

Section 2. Bank Accounts. The Board may authorize the opening and keeping of general and/or special bank accounts with such banks, trust companies or other depositories as may be selected by the Board or by any officer or officers, agent or agents of the Corporation to whom such power may be delegated by the Board. The Board may make such rules and regulations with respect to those bank accounts, not inconsistent with the provisions of these Bylaws, as the Board may deem expedient.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, notes, acceptances, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined by resolution of the Board. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories may be made without counter-signature, by the president, vice president, treasurer, or by any other officer or agent of the Corporation to whom the Board, by resolution, shall have delegated such power, or by hand-stamped impression in the name of the Corporation.

Section 4. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board. Such authority may be general or confined to specific instances. No loans may be made to any officer or Board member, directly or indirectly, except that reasonable advances of reimbursable expenses may be made in the discretion of the president or, in the case of the president, as determined by the Board.

ARTICLE VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation shall end on June 30th of each year.

Section 2. Corporate Seal. The Corporation shall not have a seal.

ARTICLE VII

Indemnification of Officers, Directors, and Others

Section 1. Mandatory Indemnification. To the fullest extent permitted or required by Sections 181.0871 to 181.0883, inclusive of the Wisconsin Statutes (the “Statute”), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), the Corporation shall indemnify its Board and officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any proceeding to which any Director or officer is a party because such Director or officer is or was Director or officer of the Corporation. The Corporation shall indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written agreement, Board resolution, the Statute or otherwise. All capitalized terms used in this Article VII and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

Section 2. Permissive Supplementary Benefits. The Corporation may supplement the foregoing right to indemnification against Liability and advancement of Expenses under Section 1 of the Article by (a) the purchase of insurance on behalf of any one or more of such Directors or officers, whether the Corporation would be obligated to indemnify or advance Expenses to such Director or officer under Section 1, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or officers.

Section 3. Private Foundation Limitations. Notwithstanding the foregoing, no indemnification will be permitted to the extent such indemnification would constitute an act of “self-dealing” or is otherwise subject to excise taxes under Chapter 42 of the United States Internal Revenue Code of 1986, as amended, or prohibited under Section 181.0877(2) of the Wisconsin Statutes or any similar successor provisions thereto.

Section 4. Insurance. Upon resolution of its Board duly adopted, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employee or agent of the Corporation, against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person’s status as such, whether the Corporation would have the power to indemnify such person against such liability under these Bylaws.

ARTICLE VIII

Amendment

These Bylaws may be amended by a two-thirds vote of the voting Board Member Directors present at a meeting at which a quorum is present.

Appendix C



CHARTER SCHOOL CONTRACT BENCHMARKS



In order to receive or maintain a DPI school code, or to receive federal Charter Schools Program Grant Funds for Implementation or Replication/Expansion, a charter school must have a duly executed contract on file with the DPI that satisfies all provisions required under state law and federal law, where applicable.

The purpose of these benchmarks is to provide a resource for authorizers and charter school governance boards to ensure that charter contracts contain all necessary state and federal provisions and to identify additional provisions to consider during contract development.

Please use the benchmarks below to ensure the charter school contract meets the requirements of the law. The benchmarks have been organized as follows:

MANDATORY BENCHMARKS

A. Benchmarks Required for a DPI School Code.

(A charter school will not receive a DPI code without these benchmarks)

1. Benchmarks required by state law for all charter schools (district-authorized and independent-authorized).
2. Benchmarks required by state law for district-authorized charter schools only.
3. Benchmarks required by state law for independent-authorized charter schools only.
 - For Benchmarks required by state law for 2x(cm) charter schools, contact the DPI.

B. Benchmarks Required for Federal Charter Schools Program Funds.

(A charter school will not receive Federal Charter Schools Program Funds without these benchmarks)

ADDITIONAL BENCHMARKS

C. Benchmarks for All Charter Schools from Principals and Standards Established by the National Association of Charter School Authorizers.

D. Benchmarks DPI Strongly Encourages for All Charter Schools.

E. Benchmarks for Virtual Charter Schools.

Charter School Authorizer: _____
 Charter School Name: _____
 DPI Reviewer (DPI USE): _____
 DPI Contract No. (DPI USE) _____

As you complete your contract, please indicate, in the appropriate column, the page number and corresponding section of the contract where each provision is located.

Submit this form along with your contract to the DPI.

MANDATORY BENCHMARKS		
A. BENCHMARKS REQUIRED FOR A DPI SCHOOL CODE		
<i>These are benchmarks that are required for any charter school to receive a DPI school code. Additional benchmarks are needed for charter schools seeking federal charter school program funds, see pg. 6.</i>		
1. Benchmarks Required by State Law for all Charter Schools (District-authorized and Independent-authorized).		
BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT /ABSENT (DPI USE)
The name of the person seeking to establish the charter school. §118.40(1m)(b)1.	#2	
The name of the person who will be in charge of the charter school and the manner in which administrative services will be provided. §118.40(1m)(b)2.	#3	
A description of the educational program of the school. §118.40(1m)(b)3. <i>This provision should include the grades to be served by the school during the term of the charter.</i>	#5	
The method used to enable pupils to attain educational goals under Wisconsin Statutes 118.01. §118.40(1m)(b)4.	#5	
The method by which evidence of student achievement or progress in attaining academic skills and knowledge will be measured. §118.40(1m)(b)5.	#6	

MANDATORY BENCHMARKS

<p>The governance structure of the school, including method to be followed to ensure parental involvement. §118.40(1m)(b)6.</p> <p><i>This provision should explain the basic structure of the governance board such as how the governance board is organized, how directors will be elected, and how parents will be involved (e.g., as members of the board or committee members)</i></p> <p><i>No more than a minority of the board members can be employees of the charter school or employees or officers of the school district in which the charter school is located. §118.40(4)(ag)</i></p> <p><i>Under federal rules, charter schools receiving federal charter school program funds may not have any employees or officers of the authorizing entity on the charter school's governing board.</i></p>	<p>#7</p>	
<p>Methods employed to review qualifications that must be met by individuals employed by the school, assuring that every teacher, supervisor, administrator or professional staff member holds a certificate, permit or license issued by the department before entering duties for such a position [Wisconsin Statutes 118.19(10) and 121.02(1)(a)2.] §118.40(1m)(b)7.</p>	<p>#9</p>	
<p>Procedures the school will follow to ensure the health and safety of the pupils. §118.40(1m)(b)8.</p>	<p>#10</p>	
<p>The procedures used to achieve a racial and ethnic balance among pupils that is reflective of the school district population. §118.40(1m)(b)9.</p>	<p>#11</p>	
<p>The requirements for admission to the school. §118.40(1m)(b)10.</p>	<p>#12</p>	
<p>The manner in which annual audits of the financial and programmatic operations of the school will be performed. §118.40(1m)(b)11.</p>	<p>#17</p>	
<p>The procedures by which students will be disciplined. §118.40(1m)(b)12.</p> <p><i>If applicable, this must include the grounds for dismissing a pupil from the charter school. Please note a district authorized charter school does not have authority to expel a pupil from the school district.</i></p>	<p>#14</p>	

MANDATORY BENCHMARKS

<p>The public school alternatives for pupils who reside in the school district and do not wish to attend or are not admitted to the charter school. §118.40(1m)(b)13.</p>	<p>#15</p>	
<p>A description of the facilities and the types and limits of the liability insurance that the school will carry. §118.40(1m)(b)14.</p>	<p>#18 & 19</p>	
<p>Evidence that the contract is duly executed. §118.40(3)(a) <i>Typically dates and signatures of the authorizer and the governance board president of the charter school.</i></p>	<p>Insert Page # (last page of contract w/signatures)</p>	
<p>The amount to be paid to the charter school each year of the contract. §118.40(3)(b).</p>	<p>#13</p>	
<p>The term of the contract, not to exceed 5 years. §118.40(3)(b) <i>This must indicate the date the contract becomes effective and the date the contract terminates, a period which may not exceed five (5) years.</i></p>	<p>#22a</p>	
<p>The procedures school will follow to randomly select students if more students apply for admission than space available at the school. The random selection plan must give preference to students who were enrolled in the charter school in the previous year and to siblings of students who are enrolled in the school. The school may give preference to children of the school’s founders, governing board members, and full-time employees, but this preference can be given to no more than 10% of school’s total enrollment. §118.40(3)(g)</p>	<p>#12</p>	
<p>Evidence that the charter governance board is a legally incorporated governing board independent of the authorizer. <i>This is evidence that the charter governance board is a nonstock corporation, for profit corporation, LLC, or partnership organized under the laws of the State of Wisconsin. This is verified through a corporate records search with the Wisconsin Department of Financial Institutions.</i></p>	<p>#2 & 7</p>	
<p>If the charter school is authorized by two or more boards that have entered into an agreement under s. 66.0301, the names and locations of all school districts that are a party to the agreement. §118.40(3)(c)(1)(a).</p>	<p>N/A</p>	

MANDATORY BENCHMARKS

If the charter school is established by two or more boards that have entered into an agreement with the board of a cooperative educational service agency, the names and locations of all school districts that are a party to the agreement. §118.40(3)(c)(1)(b).	N/A	
If more than one charter school will be allowed under the charter contract, a statement authorizing the establishment of additional charter schools. §118.40(3)(f)1.	N/A (in most cases)	
If more than one charter school will be allowed under the charter contract, the name, location and description of each charter school.	N/A (in most cases)	
2. Requirements under State Law for District-Authorized Charter Schools Only. <i>This section does not apply to independent authorizers</i>		
BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT /ABSENT (DPI USE)
The status of the school as a non-instrumentality or instrumentality of the school district. §118.40(7)(a)	#4	
The effects of the establishment of the charter school on the liability of the school district §118.40(1m)(b)15.	#18 & 19	
3. Benchmarks Required by State Law for Independent-Authorized Charter Schools Only. <i>This includes all 2r and 2x schools but does not apply to district-authorized schools. These are benchmarks that are required for independent-authorized charter schools to receive a DPI school code.</i>		
BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT /ABSENT (DPI USE)
The annual academic and operational performance standards developed in accordance with the performance framework of the authorizer and a statement that the governing board must adhere to such standards. §118.40(2r)(b)2.a. and 118.40(2x)(b)2a		
The corrective measures the governing board will take if the school fails to meet performance standards. §118.40(2r)(b)2.b and 118.40(2x)(b)2b.		

MANDATORY BENCHMARKS

<p>A provision allowing the governing board to open one or more additional charter schools if all of the charter schools operated by the governing board were assigned to one of the top 2 performance categories in the most recent school and school district accountability report. §118.40(2r)(b)2.c.</p> <p><i>Only applies to 2r Charter Schools</i></p>		
<p>The methodology that will be used by the governing board to monitor and verify pupil enrollment, credit accrual and course completion. §118.40(2r)(b)2.d. and 118.40(2x)(b)2d.</p>		
<p>A statement that the authorizer shall have direct access to pupil data and governing board shall provide data needed for the authorizer to complete its annual report under §118.40(3m)(f). §118.40(2r)(b)2.e and i. and 118.40(2x)(b)2e and i.</p>		
<p>A description of the administrative relationship between the parties. §118.40(2r)(b)2.f. and 118.40(2x)(b)2f.</p>		
<p>A statement that the governing board will hold parent-teacher conferences at least annually. §118.40(2r)(b)2.g. and 118.40(2x)(b)2g.</p>		
<p>A requirement that if more than one charter school is operated under the contract, the charter school governing board reports to the authorizer on each charter school separately. §118.40(2r)(b)2.h and 118.40(2x)(b)2h.</p>		
<p>A statement that the governing board will participate in any training provided by the authorizer. §118.40(2r)(b)2.j. and 118.40(2x)(b)2j.</p>		
<p>A description of all fees that the authorizer will charge the governing board. §118.40(2r)(b)2.k and 118.40(2x)(b)2k.</p>		
<p>If the charter contract includes grounds for expelling a pupil from the charter school, the procedures to be followed by the charter school prior to expelling a pupil. 118.40(2r)(b)2m.b. and 118.40(2x)(b)3b.</p>	<i>May not apply</i>	
<p>The effect of the establishment of the charter school on the liability of the contracting entity. §118.40(2r)(b)2 and 118.40(2x)(b)2.</p>		

MANDATORY BENCHMARKS

B. BENCHMARKS REQUIRED FOR FEDERAL CHARTER SCHOOLS PROGRAM FUNDS

*These are benchmarks that are required for any charter school seeking Federal Charter Schools Program Funds. These are **IN ADDITION** to all other state law requirements.*

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT /ABSENT (DPI USE)
Describes the level of autonomy afforded the charter school relative to policy, operation, budget development, staffing and evaluation. ESSA §4303(f)(2)(A)		
Addresses how the school district will allocate federal funding for which the charter school is eligible or how the independent charter school board will work with DPI to ensure the school will have access to all federal funds that the school is eligible to receive. ESSA §4303(f)(1)(A)(iii)		
Describes or identifies any waivers of school district policy agreed to by the authorizer and the operator of the charter school. ESSA §4303(f)(3)(B)		
Describes the quality controls agreed to between the charter school and the authorizer. ESSA§4303(f)(1)(C)		
Describes how the charter school's performance in the State's accountability system and impact on student achievement will be one of the most important factors for renewal or revocation of the charter school's contract. ESSA§4303(f)(1)(C)		
Describes how the authorizer will reserve the right to revoke or not renew the charter school's contract based on financial, structural or operational factors involving the management of the school. ESSA§4303(f)(1)(C)		

ADDITIONAL BENCHMARKS

A. BENCHMARKS FOR ALL CHARTER SCHOOLS FROM PRINCIPALS AND STANDARDS ESTABLISHED BY THE NATIONAL ASSOCIATION OF CHARTER SCHOOL AUTHORIZERS (NACSA).

All authorizers are required to consider the Principles and Standards established by the National Association of Charter School Authorizers when contracting for the establishment of a charter school. Below are select NACSA contracting provisions that should be considered for contracting purposes. See <http://www.qualitycharters.org/for-authorizers/principles-and-standards/> for the complete document containing all Principles and Standards.

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
States the rights and responsibilities of the school and the authorizer	#13 & 21	
States and respects the autonomies to which schools are entitled— based on statute, waiver, or authorizer policy— including those relating to the school’s authority over educational programming, staffing, budgeting, and scheduling	#23	
Defines performance standards, criteria, and conditions for renewal, intervention, revocation, and non-renewal, while establishing the consequences for meeting or not meeting standards or conditions.	#22	
States the statutory, regulatory, and procedural terms and conditions for the school’s operation.	#27	
States reasonable pre-opening requirements or conditions for new schools to ensure that they meet all health, safety, and other legal requirements prior to opening and are prepared to open smoothly.	N/A	
States the responsibility and commitment of the school to adhere to essential public-education obligations, including admitting and serving all eligible students so long as space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the authorizer	#12	
States the responsibilities of the school and the authorizer in the event of school closures	#22	

ADDITIONAL BENCHMARKS

Includes the performance standards under which schools will be evaluated, using objective and verifiable measures of student achievement as the primary measure of school quality	#6	
Defines clear, measurable, and attainable academic, financial, and organizational performance standards and targets that the school must meet as a condition of renewal, including but not limited to state and federal measures	#6	
Includes expectations for appropriate access, education, support services, and outcomes for students with disabilities	#6	
Defines the sources of academic data that will form the evidence base for ongoing and renewal evaluation, including state-mandated and other standardized assessments, student academic growth measures, internal assessments, qualitative reviews, and performance comparisons with other public schools in the district and state	#6	
Defines the sources of financial data that will form the evidence base for ongoing and renewal evaluation, grounded in professional standards for sound financial operations and sustainability	#13 & 17	
Defines the sources of organizational data that will form the evidence base for ongoing and renewal evaluation, focusing on fulfillment of legal obligations, fiduciary duties, and sound public stewardship	#22	
Includes clear, measurable performance standards to judge the effectiveness of alternative schools, if applicable—requiring and appropriately weighting rigorous mission-specific performance measures and metrics that credibly demonstrate each school’s success in fulfilling its mission and serving its special population.	#6	
For any school that contracts with an external (third-party) provider for education design and operation or management, includes additional contractual provisions that ensure rigorous, independent contract oversight by the charter governing board and the school’s financial independence from the external provider	N/A	

ADDITIONAL BENCHMARKS

B. DPI STRONGLY ENCOURAGES THESE BENCHMARKS FOR ALL CHARTER CONTRACTS

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
<p>Specify that, subject to the terms in the contract, the charter school governing board has all the powers necessary to carry out the terms of the contract, including:</p> <ul style="list-style-type: none"> ○ Receiving and disbursing funds for school purposes; ○ Securing appropriate insurance; ○ Entering into contracts, including contracts with institutions of higher educations for technical or financial assistance, academic support, curriculum review, or other services. ○ Incurring debt in reasonable anticipation of the receipt of funds; ○ Pledging, assigning or encumbering its assets to be used as collateral for loans or extensions of credit; ○ Soliciting and accepting gifts or grants for school purposes; ○ Acquiring real property for its use; ○ Suing or be sued in its own name. <p>§118.40(4)(d).</p>	#7a	
<p>Specify that the program and attendance at the charter school is voluntary. §118.40(6)</p>	#15	
<p>Clearly state that the charter school does not charge tuition. §118.40(4)(b)1</p>	#16	
<p>Describe criteria for granting high school diploma, if applicable. 118.33(1)(f)2</p>	#6f	
<p>Provide assurance that every teacher, supervisor, administrator or professional staff member holds a certificate, permit or license issued by the department before entering duties for such a position. §118.40(1m)(b)7</p>	#9a	

ADDITIONAL BENCHMARKS

Include a nondiscrimination clause stating the charter school will not deny admission or participation in any program or activity on the basis of a person’s sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. §118.40(4)(b)2	#11a	
State that the program is nonsectarian in its practices, programs, admission policies, employment practices and all other operations. §118.40(4)(a)2	#20	
Address the procedures or reasons by which either party may withdraw or revoke the contract. §118.40(5)	#22	
Describe manner of transportation, if provided, to and from the charter school. (Note—school districts are not required to provide transportation to charter schools.)	#24	
If the charter school is limited to one sex, evidence that the district makes available to the opposite sex, schools or courses that are comparable to each charter school or course.	N/A	
A statement that the parties considered the principals and standards for quality charter schools established by the National Association of Charter School Authorizers.	N/A	
A statement that the charter school and authorizer will comply with all applicable state and federal laws.	#27	
Definitions of the material terms of the contract, including: authorizer, charter school, notice, day, etc.	#22	
A statement that the charter school will adhere to state and federal laws pertaining to record retention and disclosure of student records.	#6g	
A statement that the charter school governance board will adhere to Wisconsin Open Meetings Laws.	#7f	
A statement regarding the charter school’s adherence to the authorizer’s policies and a description of those from which the charter school is exempt.	#23	

ADDITIONAL BENCHMARKS

A statement explaining how the charter school will meet its obligations under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.	#21	
Provisions addressing the authorizer’s right to inspect the charter school facilities and records with reasonable notice.	#21	
A statement that the charter school will provide the authorizer all information necessary for the authorizer’s annual report to the state superintendent and legislature under 118.40(3m)(f).	#7g	
Inclusion of standard contract provisions related to: amendments, severability, assignment, and waiver.	#27	

C. ADDITIONAL CONSIDERATIONS FOR VIRTUAL CHARTER SCHOOLS

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
The virtual charter school must be under contract with a school board under Wis. Stats. §115.001 (16). §118.40 (8)		
The virtual charter school will be located in the school district of the authorizing school board or, if authorized through an agreement with one or more school boards or the board of control of a CESA, in the school district specified in the agreement. §118.40 (8)(a)		
The teacher assigned for each online course in the virtual charter school must be appropriately licensed for the grade level and subject taught. §118.40 (8)(b)	#9	
The teacher is responsible for each student taught: <ul style="list-style-type: none"> ○ Improving learning by planned instruction ○ Diagnosing learning needs ○ Prescribing content delivery through class activities ○ Assessing learning ○ Reporting outcomes to administrators and parents and guardians ○ Evaluating the effects of instruction 	#5, 6, & 8	

ADDITIONAL BENCHMARKS

The virtual charter school provides educational services to its pupils for at least 150 school days each year. §118.40 (8)(d)	#5	
The virtual charter school must ensure that its teachers are available to provide direct pupil instruction for at least the applicable number of hours specified in s.121.02 (1)(f)2 each school year. No more than 10 hours in any 24-hour period may count toward these requirements. §118.40 (8)(d)	#5b	
The virtual charter school must ensure that its teachers respond to inquiries from pupils and from parents/guardians of pupils by the end of the first school day following the day on which the inquiry is received. §118.40 (8)(d)	#5c	
The virtual charter school must ensure that a parent advisory council is established for the school and meets on a regular basis. The governing body shall determine the selection process for members of the council. §118.40 (8)(e)	#7a	
The virtual charter school must inform the parent or guardian of each pupil attending the school, in writing, the name of and how to contact each of the following persons: (1) the members of the school board that contracted for the establishment of the virtual charter school and the administrators of that school district; (2) the members of the virtual charter school’s governing body (3) the members of the virtual charter school’s parent advisory council; and (4) the staff of the virtual charter school. §118.40 (8)(f)	#8	