CHARTER SCHOOL AGREEMENT

Between

SCHOOL DISTRICT OF ATHENS

And

MAPLE GROVE GOVERNANCE BOARD

THIS CHARTER SCHOOL AGREEMENT (the "Agreement") is made and entered into by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF ATHENS (the "District") and FRIENDS OF MAPLE GROVE, INC. (by its Board of Directors acting as) the MAPLE GROVE GOVERNANCE BOARD (the "Governance Board").

WHEREAS, the District is authorized by Wis. Stat. § 118.40(2m)(a), to contract on its own initiative with an individual or group to operate a school as a charter school; and

WHEREAS, Friends of Maple Grove, Inc. is a Wisconsin non-stock corporation created for the purpose of governing Maple Grove School, and the duly-elected Board of Directors of Friends of Maple Grove, Inc. (as well as others as provided herein) intends to act as the Governance Board; and

WHEREAS, the Governance Board has prepared and submitted, and the District has received and favorably reviewed, a Charter School Proposal for a charter school to be located in Hamburg, Wisconsin, and to be called the Maple Grove School (the "Charter School"); and

WHEREAS, the District and Charter School have successfully negotiated this Agreement, which in accordance with Wis. Stat. §118.40(2m)(a), contains all of the provisions specified under Wis. Stat. §118.40(1m)(b) as well as separate and additional provisions; **and**

WHEREAS, the District wishes to grant to the Governance Board a charter to operate a charter school as an instrumentality of the District, pursuant to Wis. Stat. § 118.40(2m)(a).

NOW, THEREFORE, the parties agree as follows:

1. Sponsor. The entity seeking to establish the Charter School is the Governance Board.

2. Instrumentality. The Charter School will be an instrumentality of the District.

3. Administration.

a. Administrative Services. The District will provide administrative services to support all persons employed by and all students enrolled in the Charter School in the same manner as other District schools. District services are inclusive of, but not limited to:

purchasing, accounts payable, accounting, bookkeeping, risk, management, auditing, cash management, payroll, benefits administration, pupil services, record keeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance and testing of students. The District shall act as the fiscal agent for purposes of

administering grants made to and received by the Charter School and will allocate federal funding for which the Charter School is eligible. To the extent that the District requires information needed to complete reporting and compliance monitoring requirements, the Governance Board shall provide such information in a timely manner.

b. Governance Board. The Charter School will be governed by a board (the "Governance Board") consisting of not less than three (3) and not more than seven (7) individuals who are parents, school personnel and/or community members. The District Administrator and Principal of the Charter School shall be members of the Governance Board (without a vote). Charter School Board members will be elected to the Charter School Board for terms in accordance with the Friends of Maple Grove, Inc. Bylaws. The Charter School Board may create committees or subcommittees of the Charter School Board in accordance with the Friends of Maple Grove, Inc. Bylaws. The Governance Board will ensure that the terms and conditions set forth herein are fulfilled.

c. Administrator(s). An administrator or administrators will be hired by the District, with recommendation from the Governance Board. The administrator(s) will supervise and coordinate the daily operations of the Charter School and work closely with the Governance Board to ensure that the educational goals of the Charter School are met (e.g., staffing, financial accountability, scheduling, student discipline, educational oversight as well as administering assessment and evaluation not administered by the District, etc.).

d. Annual Report. The Charter School administrator(s) shall produce an Annual Report for the Governance Board and shall make the Annual Report available to the District and community. The Annual Report will include:

i. State testing results
ii. Student academic progress
iii. Enrollment data
iv. Attendance data
v. Financial report
vi. Seclusion and restraint report

4. Educational Program. The Charter School will enroll students, with a targeted enrollment of 100 students in grades Kindergarten through 5th Grade.

The Education Program ("Education Program") of the Charter School will consist of these main features:

a. Students' needs will be met through standards-based integrated instruction and classes with project-based classes with exploratory learning and personal

learning plans serving as the learning tools through which all subject standards are taught.

b. The innovative and research based Project-Based Learning model used by the Charter School will be based on both clearly defined learning targets and broad, encompassing questions, or essential questions to guide learning. These essential questions based upon science, design, systems, literacy and social studies themes related to the individual projects, will direct the focus of all core subjects using student passions and interests as an anchor for learning. The Project-Based Learning focused, non-sectarian model, uses the school's surroundings and community **as** a framework and context for student learning. Wisconsin's common core curriculum standards in academics will be addressed in the integrated projects. Students will actively participate regularly in community experiences that will involve observing current events, collecting data, testing and evaluating hypothesis, and drawing conclusions. The content area instruction the students receive at the Charter School will be fluid and connect to the essential questions of math**,** literacy, systems, design, community, science and social studies.

c. Reading, writing, math and technological literacy will be taught as supportive thinking skills. Direct, focused skill instruction will occur in reading and writing. The students will spend the majority of time in these two subjects applying skills and strategies within self-selected works and writing under the guidance of their advisors.

d. A math program will be adopted that focuses on mastery learning of mathematical concepts and procedures and emphasizes problem solving with real work applications. These mathematical skills and strategies will be further emphasized in the inquiry projects undertaken by students.

The Educational Program shall be the primary method used to attain the educational goals established by Wis. Stat. § 118.01.

5. Goals and Methods of Measuring and Reporting Student Progress. The following goals and objectives are aspirational - The Charter School shall aspire to attain:

a. Student Goal 1 - Increase Student Achievement.

i. Objective: The 2021-2022 school year will be the benchmark year for reading. In following years the Charter School shall aspire to reach a goal of eighty percent (80%) of Charter School students scoring at or above grade level in reading on the Measures of Academic Progress test or a similar test selected by the District, beginning Spring of 2023. The Charter School shall also aspire for the same percentage to increase their proficiency on the same assessment when compared to

their individual scores from the previous Fall, beginning in Spring of 2022.

ii. The 2021-2022 school year will be the benchmark year for mathematics. In the following years the Charter School shall aspire to reach a goal of eighty percent (80%) of Charter School students scoring at or above grade level in mathematics on the Measures of Academic Progress test or a similar test selected by the District, beginning Spring of 2023. The Charter School will also aspire for the same percentage to increase their proficiency on the same assessment when compared to their individual scores from the previous Fall, beginning in Spring of 2023.

b. Student Goal 2 - Increase Students Ability to Direct Their Own Learning.

i. Objective: The Charter School shall aspire, by the end of the first academic year (2021-2022), for one hundred percent (100%) of students to have a Personalized Learning Plan.

Assessment:

One hundred percent (100%) of the students in the Charter School will have completed a Personalized Learning Plan by August 1, 2022.

ii. Objective: The Charter School shall aspire, by the end of the first academic year (2021-2022) for one hundred percent (100%) of students to utilize technology and incorporate the use of technological devices in their projects.

Assessment:

Students will be surveyed by August 1, 2022 and one hundred percent (100%) will be proficient in incorporating technological devices into their projects.

c. Progress Monitoring Tools: The Charter School shall assess student progress and outcomes using both formal and informal assessment methods, including state and federal mandated measures of accountability, the Measures of Academic Progress or equivalent test(s), as well as other methods and measures which are appropriate to the age and grade level of the students served by the Charter School including, but not limited to, annual parent- teacher conferences. In addition, student attendance, data, behavior records and parent satisfaction surveys will be used in assessing progress. The Charter School may also use assessments specific to its Educational Program (e.g., project evaluations, student presentations, perception surveys and the like).

Student progress will be communicated to parents through traditional means (quarterly and semester report cards), via electronic-mail, telephone and on- line monitoring.

6. Governance Structure and Parental Involvement. The Charter School is an instrumentality of the District and, except as otherwise set forth in this Agreement, shall be governed in accordance with the policies and procedures of the District.

a. Governance Board. The Governance Board will consist of individuals who are parents, school personnel and/or community members. The District Administrator and Principal of the Charter School shall also be members of the Governance Board (albeit non-voting members). The Governance Board shall meet at least monthly.

The Governance Board shall have all powers necessary to carry out the terms of this Agreement (e.g., to receive and disburse funds for school purposes; to secure appropriate insurance; to enter into contracts; to incur debt in reasonable anticipation

of the receipt of funds; to pledge, assign or encumber its assets to be used as collateral for loans or extensions of credit; to solicit and accept gifts or grants for school purposes; to acquire real property for its use and to sue and be sued in its own name).

The Governance Board shall have major input over the allocated budget, be able to monitor fund expenditures, regularly review the work of the Charter School and provide direction to staff. Curricular and program changes will be at the discretion of the Governance Board, subject to District approval. The Governance Board shall determine which District policies, state rules and regulations and curricular exceptions it wishes to have exemptions from and/or modifications made.

Meetings of the Governance Board shall comply with the Wisconsin Open Meetings Law for public entities - See Wis. Stat. § 19.81, et seq.

b. Fiscal Agent. The District will be the fiscal agent for the Charter School with respect to payroll, operations and administrative services. In accordance with applicable law, the Governance Board will be responsible for decision making with regard to finances which will include, but not be limited to, budgeting and expenditure of budgeted funds, charter grant funds, trainings and fundraising and/or foundation donation amounts.

c. Administrator(s). The Principal for the Charter School will supervise and coordinate the daily operations of the Charter School and work closely with the Governance Board to ensure that the educational goals of the Charter School are met. The Principal for the Charter School shall also meet regularly with the District Administrator for purposes of ensuring effective communications and operations.

d. Parental Involvement. Parents are an important factor in the operation of the Charter School through involvement as classroom and administrative volunteers and through service on various boards and committees. The Charter School will encourage and facilitate participation by parents by regular communication with and solicitation of parent input.

7. Staff Qualifications and Personnel Issues.

a. Teachers and Staff. Teachers and staff will be contracted/employed by the District. The hiring of teachers and staff will follow the current process used by the

District. District teachers shall not have any preference to teach at the Charter School. The Governance Board will conduct the interview process and recommend candidates to the School Board for the District. All employment decisions shall be subject to approval of the School Board for the District.

b. Licensure/Background. Teachers will be Wisconsin Department of Public Instruction licensed/certified teachers. All teachers and staff will be screened as required by law.

c. Performance. Decisions concerning teacher and staff performance and employment shall be made in conformance with District policy. The Governance Board shall make recommendations regarding renewal and nonrenewal of teacher and other staff contracts to the School Board for the District in accordance with applicable statutory timelines. The School Board for the District shall have final approval over all renewal and nonrenewal decisions.

8. Student Health and Safety. The Charter School shall adhere to all applicable federal, state and local health and safety regulations and building code standards. In addition, the health, privacy and safety policies applicable to District students shall apply. The District shall train all teachers and staff to effectively respond to any safety or health threats that could arise.

9. School Calendar and Schedule. On or before July 1 of each year of this Agreement, the Governance Board shall provide to the District, subject to approval by the School Board for the District, a school calendar for the next school year, setting forth the days and hours of instruction to the Charter School.

10. Recruitment.

a. General. The Charter School will annually make information concerning the Charter School and application to the Charter School available publicly.

b. Racial/Ethnic Balance. The Charter School will be promoted to all students regardless of race, national origin, color or ethnicity and students will be

selected without regard to their race, national origin, color or ethnicity. The Charter School will adopt procedures that are focused on obtaining a racial/ethnic balance that reflects the District.

11. Admission Requirements. The primary requirement for admission to the Charter School is the timely submission of an application. Application is open to all students who reside in the District or are eligible for enrollment in the District via Wis. Stat. §§ 118.51, 118.52 or 118.53, with District students given preference.

The Governance Board will set the enrollment limits by December 1 of the calendar year prior to the following school year.

If more applications are received than places are available, a lottery will determine enrollment and waiting list order, except as follows:

a. The Charter School will give preference to students enrolled in the Charter School in previous years and siblings of students who are enrolled in the Charter School.

b. The Charter School may give preference to the children of the Charter School's founders, Governance Board members and full-time employees (provided the total number children given preference does not constitute more than ten percent (10%) of the Charter School's total enrollment).

The lottery will involve randomly selecting student names from a container that includes the names of all eligible applicants. The random lotter shall be conducted by the Secretary of the Charter School Governance Board as soon as possible subsequent to the application deadline and upon ascertaining **that** more applications are received than places are available.

Special education and related services will be provided by the Charter School (through the Marathon County Special Education Consortium or its equivalent) as required by applicable law.

The Charter School shall not discriminate in admission or deny participation in any program or activity on the basis of a student's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, physical, mental, emotional or learning disability.

12. Audits (Financial/Programmatic). The District's annual audits and resulting reports shall include the Charter School. The scope of the annual audits will be determined by the District and conducted at the expense of the District. The Charter School shall participate in all audits and comply with all audit procedures and requirements.

13. Discipline Model. All discipline will be based upon federal, state and local law, District policy, rules and regulations as well as any rules and regulations adopted by

the Charter School Governance Board. Both teachers and administrators shall be authorized to impose discipline, as appropriate. The District shall be responsible for suspension and expulsion of students pursuant to the provisions of Wis. Stat. § 120.13.

14. Public School Alternatives. No student will be required to attend the Charter School. Students will be eligible to attend schools in the School District of Athens.

15. Tuition. The Charter School shall not charge any tuition. The Charter School may charge an "activity fee" in conformance with state law, subject to prior approval of the District.

16. School Facilities and Liability Insurance. The Charter School (located at 135594 County Road L, Athens, WI 54411) will be a District school.

a. The District will ensure that the building in which the Charter School program is located meets all building codes and other building requirements for a public school facility. Additionally, the District shall keep and maintain the building in which the Charter School is located in substantially the same condition as other District-owned buildings (subject to any provisions negotiated with respect to owning the building/leasing property associated with the Charter School).

b. The District shall provide insurance for all operations and personnel involved in the operations and governance of the Charter School including, without limitation, commercial general liability, employer liability, automobile, umbrella, school leaders' error and omissions/educators' legal liability, fidelity bond/crime, workers compensation, fire and extended coverage and property damage for those acts reasonably related to the operation of the Charter School (in amounts required by federal, state and local law, District policy, rules and regulations, any rules and regulations adopted by the Charter School Governance Board as well as the insurance carriers for the District and Charter School Governance Board). The District shall also be responsible for providing property, liability and Directors and Officer's insurance for the Governance Board. The policy limits for liability insurance shall not be less than those provided in Wis. Stat. § 118.40(1m)(b)14.

17. Additional Respective Liabilities of the School District of Athens and Charter School,

a. Transportation. Students attending the Charter School shall be provided transportation to and from the Charter School pursuant to District policy.

b. Student Records. Copies of all student records shall be maintained by the Charter School and available for inspection as permitted by law.

c. Budget. The Charter School will be allocated funds in the same manner **as** other District schools. The Charter School will develop annual budgets within the limitations of the allocations received from the District and future grant award amounts. The Charter School will pursue grant monies and private funding to provide support to offset current and future operating costs. The Governance Board shall determine how funds from fundraising and contributions will be disbursed.

d. Teachers and Staff. The District shall provide the same FTE distribution to the Charter School as it does to other District schools based on the number of students and grade levels. The Charter School may elect to use FTEs to meet program needs in ways other than those used in other District schools.

e. Pupil Services. Services for regular and special needs students will be provided on the same basis as for other District students but curriculum content shall be modified to follow the Charter School's curriculum.

18. Term and Termination. The term of this Agreement will be for a period of five (5) years commencing on July 1, 2021 and shall continue, unless earlier terminated as provided herein, through June 30, 2026. Thereafter, this Agreement shall be subject to renewal for a period of five (5) years, subject to negotiation and approval by both parties.

Changes or modifications to this Agreement may only be made by mutual agreement of both parties.

This Agreement may be terminated during the term of the Agreement if one of the following circumstances occurs:

a. Mutual Agreement. Both parties agree in writing to the termination.

b. Contract Violation. Either party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach including, but not limited to, the following:

i. Academic Progress. Students enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals of the Charter School curriculum, defined as at or above the District average in aggregate scores on state mandated tests. If an extension of time to attain such goals is requested by the Governance Board and/or the administrator(s) of the Charter School, in writing, such request shall include a written plan, reasonably acceptable to the District, setting out the additional steps the Charter School will take to attain such educational goals within a reasonable time. If the District accepts such written plan, or a modified plan, the Charter School shall

be allowed a reasonable time in which to correct such progress deficiencies.

ii. Fiscal Management. The Governance Board fails to comply with generally accepted accounting standards of fiscal management and Wisconsin Statutes governing school finances or is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

iii. Violation of Wis. Stat. § 118.40. The Governance Board otherwise violates Wis. Stat. § 118.40.

c. Enrollment. At the close of the enrollment period, the Charter School has enrollment that renders the operation of the Charter School not viable from a financial perspective.

d. Timing (Due to Attachment/Detachment and Operations). In the event the District is not able to successfully operate the Charter School (e.g., building issues, staffing issues, enrollment issues, etc.) as a result of issues related to the attachment/detachment of property in Hamburg and/or issues associated with the granting of a Charter by the Department of Public Instruction. In this event, the District may elect to suspend the term of this Agreement (for the 2021-2022 school year only).

e. Notice. The Governance Board notifies the District that it desires to terminate this Agreement at the end of any school year.

In the event of termination of this Agreement, written notice shall be provided and shall list the reason(s) for termination and the effective date of the termination. In the event of termination of this Agreement, the District shall recover all funds advanced to the Charter School under this Agreement to which the Charter School is not entitled. Material and equipment purchased with District funds will remain the property of the District in accordance with state law.

19. Notices. Whenever under this Agreement notice must or may be given to the other party, or whenever information must or may be provided to the other party, the party who must or may give notice or provide information shall fulfill any such responsibility under this Agreement if notice is given or information is provided:

To the Board of Education:
School Board President
School District of Athens
601 West Limits Road
Athens, WI 54411

To the Charter School:
Governance Board President
Maple Grove
School
135594 County Road L
Athens, WI 54411

With a Copy to:
District Administrator
School District of Athens
601 West Limits Road Athens, WI
54411

20. Miscellaneous.

With a Copy to:

Principal
Maple Grove School
135594 County Road L
Athens, WI 54411

a. Application of Statutes. If after the effective date of this Agreement, there is a change in applicable law which alters or amends the responsibilities or obligations of any of the parties to this Agreement, this Agreement shall be altered or amended by the parties to conform to the change in existing law as of the effective date of such change.

b. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of this Agreement. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Agreement.

c. Severability. If any provision of this Agreement 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 Agreement. If any provision of this Agreement 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.

d. Assignment. This Agreement is not assignable.

e. Force Majeure. If any circumstance occurs which is beyond the control of either party hereto, which delay or render impossible the obligations of such party or parties, the obligation to perform such services shall be postponed for an equivalent period of time or shall be cancelled, if such performance has been rendered impossible by such circumstances.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

SCHOOL DISTRICT
OF ATHENS

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Board
President
Corsican Gam
Board Clerk

FRIENDS OF MAPLE GROVE, INC.
BOARD OF DIRECTORS
GOVERNANCE BOARD

Board
Chairperson

Board
Secretary/Treasurer