

**Charter School Contract
Between
The Kaukauna Area School District And
The Park Community Charter School**

This contract is made this August 22, 2016 by and between the Board of Education of the Kaukauna Area School District and the Park Community Charter School Inc., a Wisconsin non-stock corporation.

The parties agree as follows:

Pursuant to Wis. Stat. § 118.40, the Board of Education of the Kaukauna Area School District agrees to the establishment of a Charter School to be known as the Park Community Charter School Inc., and enters into this Contract with the Park Community Charter School Inc. and authorizes the Governance Council of the Park Community Charter School Inc. to operate the Charter School.

I. Parties

- A. The Park Community Charter School, Inc., a Wisconsin Non-stock corporation through its Governance Board.
- B. The Board of Education of the Kaukauna Area School District.

II. General Information

- A. This Contract will be in effect five (5) years commencing on 1 July 2016. Pursuant to Section 118.40(3)(b), Wis. Stats., upon expiration of this term, the parties may mutually agree to renew this Contract for such additional term for up to a maximum period of five (5) years as they deem appropriate.
- B. Park Community Charter School is an instrumentality of the Kaukauna Area School District.
- C. The Kaukauna Area School District will provide appropriate and adequate space within the buildings, grounds, and facilities of the Kaukauna Area School District to house the Park Community Charter School, Inc.
- D. All teachers, support staff, and administrators working at Park Community Charter School, Inc. shall be employees of the Kaukauna Area School District.
- E. All staff shall hold appropriate licenses as required by state law for public school teachers.

III. Description of the Charter School

- A. Vision Statement: Park Community Charter School, Inc. servicing students in Kindergarten through grade four with the potential to expand in subsequent years, shall strive to develop knowledgeable, responsible, compassionate students with the skills and conscience to adapt to and contribute to a changing world, by addressing

each student's academic, social, emotional, and physical needs through a research-based curriculum delivered in collaboration with the community.

B. Pillars of School Design

1. Place-based Education: Community connections will provide ample opportunities for student engagement and projects, field studies, service learning, and environmental initiatives. Community elders and experts are called upon as resources to enhance the student's learning.
2. Respectful Climate: Embedded teamwork, multi-age learning opportunities and leadership development will be fostered in a climate of respectfulness and inclusivity.
3. Community Service: Students of character will be nurtured through integrated community service experiences that foster civic responsibility.

C. Curriculum: The Park Community Charter School, Inc. will provide an academically rigorous place-based curriculum aligned with the Wisconsin State standards in the core subjects of language arts/reading, math, science, and social studies as outlined in the District's Annual Notice of Academic Standards. By encompassing this standards-based curriculum, Park Community Charter School, Inc. will engage students to make the Kaukauna community the focus of study.

D. The Governance Board shall submit to the Kaukauna Area School District for approval an implementation plan incorporating curriculum changes that include place-based education objectives.

E. Goals: The following school goals will be submitted annually consistent with the practices of other District schools by the Governance Board to the Board of Education of the Kaukauna Area School District:

1. Governance Board established and meeting regularly;
2. One hundred percent (100%) of faculty continuing professional development in the areas of:
 - Place-based learning;
 - Respectful climate;
3. Development of community learning platforms/curricula;
4. Engaging parent/community development;
5. Academic Achievement;
6. Financial Reports.

F. Student Discipline: Students will be subject to Park Community Charter School Inc. policies as well as all relevant state statutes and related Kaukauna Area School District Board policies regarding appropriate behavior and discipline as outlined in the Park Community Charter School Inc. Handbook. Upon enrollment all students and parents will be notified of their rights, responsibilities and expectations. Pursuant

to Section 120.13, Wisconsin Statutes, the Kaukauna Area School District shall be responsible for suspension and expulsion of students.

IV. Methods of Measuring Student Progress

A. Although not exhaustive, the following methods may be utilized by Park Community Charter School, Inc. to measure and monitor student progress:

1. Annual State Assessment;
2. Annual review of individual student progress;
3. Pre/Post local math and language arts essentials assessments;
4. Progress reports;
5. Parent-teacher-student conferences;
6. Subject area tests;
7. Student attendance data;
8. Review of student behavior records;
9. Ongoing teacher evaluation of student progress;
10. Community presentation sessions where students present completed projects as individuals, small groups, or entire grade levels; and
11. District-wide standardized assessments.

V. Waivers of District Policy

A. Park Community Charter School has waived the following Kaukauna Area School District policies:

1. Selection of Instructional Materials (KASD Board Policy 330 & 332)
2. Instructional Program & Curriculum Development (KASD Board Policy 310 & 340)
3. Professional Development (KASD Board Policy 536)

B. Park Community Charter School, Inc. is exempt from all Wisconsin State Statutes that do not specifically apply to charter schools.

C. Park Community Charter School, Inc. may request additional policy waivers from the Kaukauna Area School District Board of Education on an as needed basis.

VI. Respective Liabilities of the Kaukauna Area School District and the Park Community Charter School, Inc.

A. Park Community Charter School, Inc. will provide staff with necessary specialized training in place-based instruction and other areas needed to fulfill the mission of Park Community Charter School, Inc.

B. Park Community Charter School, Inc. will strengthen the Kaukauna Area School District's ability to offer pedagogical choices that meet the educational needs of all

students. This will include creating a learning environment with the expectation that students will learn challenging, interesting, and relevant, standards-based material.

- C.** All Park Community Charter School, Inc. students will be held to a high standard of conduct and follow Park Community Charter School, Inc. Student Guidelines.
- D.** Park Community Charter School, Inc. will provide necessary special education services to meet the needs outlined in students' Individual Education Plans in accordance with the Kaukauna Area School District special education district plan.
- E.** The Kaukauna Area School District will provide transportation for students who reside within the Park Community Charter School, Inc. attendance area (currently areas 5 and 8) and meet the established transportation eligibility criteria for students. For those students outside the Park Community Charter School, Inc. boundaries, parents must provide transportation.
- F.** The Kaukauna Area School District will provide the same type and limits of insurance for Park Community Charter School, Inc. operations that it provides for the operation of other Kaukauna Area School District schools, their employees and authorized volunteers.
- G.** Kaukauna Area School District shall maintain the Park Community Charter School, Inc. facility to the same health and safety standards as other Kaukauna Area School District buildings as well as keep the facility compliant with local, state, and federal code. In addition, the health, privacy and safety policies applicable to all other non-charter schools in the Kaukauna Area School District shall apply equally to the Park Community Charter School Inc. The Kaukauna Area School District will train appropriate staff to effectively respond to any safety or health threats that could arise.
- H.** The Kaukauna Area School District shall provide regular business functions, administration, pupil services and other support staff in a similar manner to that provided other district elementary schools including, but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, recordkeeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance, and testing of students. The Kaukauna Area School District will at all times remain the sole employer of all personnel engaged in providing administrative services.
- I.** The Kaukauna Area School District business office, in accordance with standard Kaukauna Area School District policies and procedures, will provide an annual audit of the financial operations of the Park Community Charter School, Inc. The scope of the annual audit will be determined by the Kaukauna Area School District and conducted at the expense of the Kaukauna Area School District. The Park Community Charter School Inc. will participate in all financial audits and comply with all audit procedures and requirements of the Kaukauna Area School District audit team as contracted by the Kaukauna Area School District Board of Education. Funds provided to or procured by the Park Community Charter School Inc. as an

instrumentality and component unit of the Kaukauna Area School District are subject to the Kaukauna Area School District fiscal accounting procedures, including audits.

A copy of the annual audit report sections pertaining to the Park Community Charter School Inc. shall be delivered to the Park Community Charter Governance Board after being approved by Kaukauna Area School District. Park Community Charter School Inc. shall comply with all audit recommendations.

- J. Kaukauna Area School District will provide the Park Community Charter School, Inc. Governance Board with a monthly financial statement providing all details on the budget.
- K. Kaukauna Area School District is responsible for the maintenance/cleaning of the charter school consistent with district standards.
- L. Staff vacancies will be filled through the Kaukauna Area School District identified process, as a minimal practice.
- M. All property of the Park Community Charter School Inc. shall be used in the operation of the Park Community Charter School Inc. All property purchased in part or in whole by the Kaukauna Area School District funds will be classified as Kaukauna Area School District property. Any property that is subject to lease shall be so identified and a copy of the applicable lease shall be provided to the Kaukauna Area School District. Subject to this Contract, property of the Park Community Charter School Inc. shall remain the property of the Park Community Charter School Inc. The Park Community Charter School Inc. shall maintain all such property in good condition and in compliance with all applicable laws, ordinances, and codes. The Park Community Charter School Inc. will take all steps necessary to assure that its' property remains at all times free of liens, security interests, or any other encumbrances. Except for supplies used in the ordinary course of its operations, the Park Community Charter School Inc. shall not remove or dispose of any of its property from the premises without prior notification to the Kaukauna Area School District. Park Community Charter School Inc. shall utilize the asset management system of Kaukauna Area School District for its property.
- N. The Kaukauna Area School District shall maintain all of its property in good condition and in compliance with all applicable laws, ordinances, and codes. The Park Community Charter School Inc. shall take all steps reasonably necessary to assure that the Kaukauna Area School District's property is not subject to extraordinary wear and tear. All items of property provided by the Kaukauna Area School District for the use of the Park Community Charter School Inc. will remain the property of the Kaukauna Area School District.

I. Governance, Structure, and Responsibility

- A. The governance structure of Park Community Charter School, Inc. will involve the cooperation of parents, teachers, students, administrators, and community, represented by the Governance Board.

- B.** The Governance Board shall consist of seven (7) to eleven (11) members. The Board composition shall not exceed 49% of school district staff.
- C.** The members shall include no less than two (2) parents of Park Community Charter School, Inc. students, two (2) Park Community Charter School, Inc. staff members, and three (3) community members at large.
- D.** A quorum shall consist of a simple majority of members.
- E.** Community member-at-large seats will be filled through a nominating and election process. A member-at-large will serve a three (3) year term and will be elected by the Governance Board. A member-at-large may re-apply to serve additional terms. Selection will be determined by simple majority vote of a quorum of the Governance Board members.
- F.** Parent members shall be selected through an application and interview process. Parent representatives will serve a three (3) year term and will be elected by the Governance Board. A parent representative may re-apply to serve additional terms. Selection will be determined by a simple majority vote of a quorum of the Governance Board members.
- G.** Applicants will be required to undergo a background check. A prospective Governance Board member who has been convicted of any criminal activity that may reflect poorly on the school or place students at any risk will be ineligible to serve.
- H.** Membership on the Governance Board will cease when:
 1. A parent representative no longer has a student enrolled in the school;
 2. A community representative no longer lives in the school district;
 3. A staff representative no longer holds a position at Park Community Charter School, Inc.;
 4. A member submits a letter of resignation to the Governance Board Chair.
- I.** Officer elections will occur every year in July. Elected officers will comprise an executive board, which will consist of a chair, secretary, and treasurer. Terms of service for officers are delineated in the Park Community Charter School, Inc. bylaws.
- J.** The Governance Board will have autonomy in determining policies related to the day to day operation of the school and will be the final arbiter of all Park Community Charter School, Inc. policies.
- K.** The Governance Board shall have autonomy in determining all expenditures and shall work with the Kaukauna Area School District to establish and manage the Park Community Charter School, Inc. budget.
- L.** All staff who transfer to Park Community Charter School Inc. must demonstrate competencies in place-based education and other pedagogies as articulated by the Governance Board, or be willing to receive training in such methodology. Through the use of teacher led presentations, the staff will present regular updates to the

Governance Board on specific curricular areas. On an annual basis, the Board will review goal attainment consistent with article III. A. in this contract. The evaluation of school staff including the principal, Park Community Charter School Inc. will follow the guidelines and procedures established by the district.

- M. Meetings of the Governance Board shall be governed by Robert's Rules of Order and shall comply with Wisconsin Open Meetings Law for public entities, § 19.81, et seq., Wisconsin Statutes.
- N. The Governance Board chair shall have the authority to call a meeting with a seventy-two (72) hour notice. The Governance Board Chair shall distribute an agenda to all Governance Board members at least twenty-four (24) hours prior to the time of the meeting.
- O. The Governance Board shall notify the public of its meetings at least twenty-four (24) hours in advance of the meeting. The notice shall include the time, date, location and purpose of the meeting and the agenda.
- P. The principal will oversee the operation of the Park Community Charter School, Inc. and will be responsible for administrative decisions at the school regarding, but not limited to, the following:
 - 1. Administration of discipline in accordance with the Park Community Charter School, Inc. and the Kaukauna Area School District code of conduct and Board policies;
 - 2. Development of appropriate teacher training;
 - 3. Budget management;
 - 4. Evaluation of Park Community Charter School, Inc. personnel;
 - 5. Development of a marketing plan for Park Community Charter School, Inc.;
 - 6. Establishment of community, business, and educational partners; and
 - 7. Providing reports to the Governance Board.
- Q. Any significant program change for the Park Community Charter School is subject to approval by the Governance Board and the Board of Education.

II. Admission Criteria

- A. The Park Community Charter School, Inc. shall strive to have an enrollment that reflects the racial/ethnic balance of the Kaukauna Area School District population.
- B. Park Community Charter School, Inc. 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.
- C. Park Community Charter School, Inc. shall be nonsectarian in its programs, admissions policies, employment practice and all other operations.

- D.** Application for enrollment will be open to any students who reside within the Kaukauna Area School District and students attending the District through the open enrollment process who are assigned to the Park Community Charter School Inc.
1. Application to and attendance at the Park Community Charter School, Inc. is completely voluntary. Students who reside in the Park School, Inc. attendance area (which is defined by the Kaukauna Area School District) have a preference for admission. Students who reside in the Park Community Charter School, Inc. attendance area and do not wish to attend the Charter School will remain eligible to attend a non-charter school determined by the Kaukauna Area School District. Any student who does not reside in the Park Community Charter School Attendance Area who wishes to attend the charter will receive equal enrollment preference through the Open Enrollment process both within and outside of the district.
- E.** If applications for admission to Park Community Charter School exceed the approved capacity, the Governance Board of the Park Community Charter School, Inc. will admit students using a process in accordance with State regulations and outlined in Park Community Charter School, Inc. policy.
- F.** The District will provide and maintain adequate staff each year to obtain class sizes comparable to District averages for those same grades.
1. Timeline for Staffing - During the spring semester the following steps will take place:
 - a. District Office and Building Principals recruit families, confirm interest, and review enrollments;
 - b. District creates staffing plan
 - c. District staffing plan is presented to KASD Board of Education for information, discussion, and revision
 - d. District staffing plan is presented to KASD Board of Education for action
 - e. KASD Board of Education approves staffing plan – Charter schools hold lotteries to determine final student enrollments per class
- G.** Should circumstances warrant the creation of a non-traditional classroom, the Park Community Charter School Inc. Governance Board will make a formal recommendation to the Kaukauna Area School District who will make the final decision.

III. Financial/Operational

- A.** Budgeted allocations shall be dispersed according to the wishes of the Governance Board in consultation with the principal and consistent with District procedures.

- B. Grants applied for and received by Park Community Charter School, Inc. shall be disbursed through the grant guidelines under the direction of the Governance Board and in compliance with KASD Policy 670.
- C. The Governance Board of the Park Community Charter School will retain allocations and other funds in accounts at an area banking institution under the provisions of its IRS status as a 501 (C) (3) organization. These accounts will be available to the Kaukauna Area School District or its agents for inspection and auditing at any time.
- D. Fundraising
 - 1. Parent Advisory Council (PAC) - Park Community Charter School Inc. has developed Policy 600.01. PAC will have an account at an area banking institution and the Principal and Administrative Assistant will be the sole individuals with access to the account.
 - 2. Governance Board Fundraising - Any fundraising events developed and administered by the Park Community Charter School Inc. Governance Board will place any funds raised in an account in an area banking institution and the Principal and Administrative Assistant will be the sole individuals with access to the account.
- E. District and Federal funds will be distributed as a per pupil allocation for the Park Community Charter School Inc. will be consistent with the Kaukauna Area School District practices.
 - 1. Park Community Charter School Inc. will document that the funds granted by the District were expended within the fiscal year they were provided. An increase to Park Community Charter School Inc. sustainability account must be accounted for through fundraising activities and not be a carryover of District funds.
- F. Staffing
 - 1. Each year a District Staffing Plan is created by the administrative team with input from all building principals including charters. This plan is then approved and funded by the Kaukauna Area School District Board of Education.
 - 2. Park Community Charter School does have the ability to add independently contracted services and would be responsible for all expenses related to salary and benefits.
- G. Substitute Teachers
 - 1. Activities requiring a substitute or additional staffing may include collaboration days, professional development days, days where staff are leaving the building for activities/training, and/or days where trainers or speakers are coming to the buildings to speak with staff members.

2. Substitute teacher costs are the responsibility of the district or charter based on the following table:

DISTRICT BUSINESS
District Mandated Assessments
Employee Leave (Staff Handbook)
Illness/FMLA
Personal Days
Accumulated Reserve
Approved Unpaid Days
Additional District Mandated Time
Professional Development
Seminars

SCHOOL BUSINESS
Supplemental Professional Development
Additional Collaboration Days/Time
Additional Staff for Field Trips/Studies

H. General Building Budgets

1. Park Community Charter School budget and non-charter school budgets are determined in the same manner across the district. The building principal is given a per pupil allotment which he/she uses to develop a general building budget. This does not include capital budget items such as building repair or major purchases.
2. Park Community Charter Inc. may purchase capital items that are beyond those provided by the district.

I. Technology Funding

1. Based on student count on third Friday of September. A portion of the district technology budget and a portion of the District technology plan is provided to Park Community Charter Inc. on a per pupil allocation each year. Per pupil allocations will be based on the portions of the technology budget and technology plan that are specific to the elementary level for a given year. That allocation is granted to Park Community Charter School Inc. who retains the option to expend these funds. Park Community Charter School Inc. is responsible for development of its own technology plan and replacement cycle for hardware.

J. Textbook Funding

1. Based on student count on third Friday of September. A portion of the district curriculum budget, textbook budget, and adoption cycles are provided to Park Community Charter Inc. on a per pupil allocation each year. Per pupil allocations will be based on the portions of the district curriculum and textbook budgets that are specific to the elementary level for a given year. That allocation is granted to Park Community Charter School Inc. who retains the option to expend these funds. Park Community Charter School Inc. is responsible for replacement of all instructional materials.

IV. Termination of This Contract

- A. An annual review of the relationship outlined herein by the Park Community Charter School, Inc. Governance Board and the Kaukauna Area School District Board of Education shall be held at a mutually agreed upon time.
- B. The Kaukauna Area School District Board of Education may revoke the contract, in its sole discretion, if any of the following occur:
 - 1. Failure of Park Community Charter School, Inc. to meet any term or obligation of this Contract;
 - 2. The Park Community Charter School, Inc. has insufficient enrollment to successfully operate a charter school;
 - 3. The Park Community Charter School, Inc. has insufficient funding to continue operating as a charter school;
 - 4. The Park Community Charter School Inc. Governance Board members, employees, or agents provide the Kaukauna Area School District Board of Education false or intentionally misleading information or documentation in the performance of this Contract;
 - 5. Failure of the Park Community Charter School, Inc. to comply with generally accepted accounting standards of fiscal management; or
 - 6. Failure of the Park Community Charter School, Inc. to comply with state or federal laws or Kaukauna Area School District policies.
- C. In the event Park Community Charter School is not meeting the generally accepted expectations consistent with other district elementary schools, the Kaukauna Area School District Board of Education shall identify specific goals or remedies and a reasonable time shall be agreed to between both parties for remediation. If conditions are not remedied during this timeframe, the Kaukauna Area School District Board of Education may revoke the contract.
- D. The Governance Board of the Park Community Charter School may, following a majority vote, terminate this contract for any significant breach of provisions by the Kaukauna Area School District by providing 90 (ninety) days of written notice to the Kaukauna Area School District of the breach. In the event this occurs, the Kaukauna Area School District Board reserves the right to cure such breach within sixty (60) days, or make satisfactory provisions to cure same with respect to such breach. If the breach is not cured, the Park Community Charter School, Inc. may terminate this Contract effective thirty (30) days thereafter.
- E. In the event Park Community Charter School, Inc. should be dissolved, the Kaukauna Area School District shall assume ownership of all charter school assets and unspent funds unless otherwise specified by state or federal law.

V. Notice

- A.** 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:
1. TO: The Kaukauna Area School District President, Board of Education
Kaukauna Area School District 1701 County Road CE Kaukauna, WI - 54130-3916
 2. TO: Director of Elementary Education - Kaukauna Area School District 1701 County Road CE Kaukauna, WI - 54130-3916
 3. TO: With a copy to: Superintendent of Schools Kaukauna Area School District 1701 County Road CE Kaukauna, WI - 54130-3916
 4. TO: Chair - The Park Community Charter School Inc. Governance Board – 509 Lawe Street - Kaukauna, WI – 54130
 5. TO: Administrator - The Park Community Charter School - 509 Lawe Street – Kaukauna, WI – 54130
- B.** 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 when actually received by the addressee, if made by hand delivery, or 3 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

I. Miscellaneous

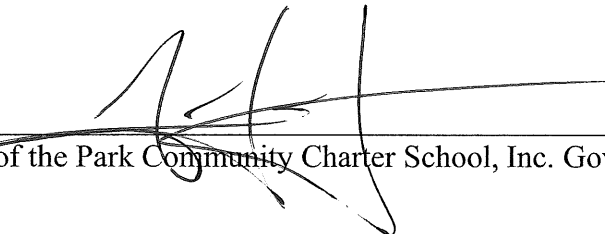
- A.** Amendments/Modifications: No amendment or modification to this Contract shall be effective unless it is in writing and signed by authorized representatives of both parties.
- B.** Application of Statutes: If, after the effective date of this Contract, there is a change in applicable law which 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. Additionally, the parties may modify this Agreement to comport with requirements of federal or state rules or regulations so that receipt of federal or state grants for the charter school are not jeopardized.
- C.** Assignment: This Contract is not assignable.
- D.** Contract Issues of Compliance: If either party to this contract have concerns of substance regarding the operation or the manner in which either party carries out its responsibilities relative to Park Community Charter School Inc. shall be immediately shared between both Parties to this contract.
- E.** 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.
- F.** 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.

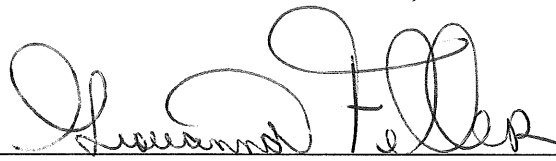
- G. Force Majeure: If any circumstances occur which are beyond the control of a party, which delay or render impossible the obligations of such party, the party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.
- H. Governing Law: This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- I. No Third Party Rights: This Contract is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- J. 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.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract.

For the Park Community Charter School, Inc., Governance Board

Name:  Date: 19 OCT 2016
Chair of the Park Community Charter School, Inc. Governance Board

For the Kaukauna Area School District, Board of Education

Name:  Date: 21 OCT 2016
President of the Kaukauna Area School District Board of Education

