

**CHARTER SCHOOL CONTRACT BETWEEN THE APPLETON AREA  
SCHOOL DISTRICT AND CLASSICAL CHARTER SCHOOL  
ASSOCIATION, INC.**

**THIS AGREEMENT** is made as of the 11th day of December, 2006, by and between the Board of Education for the Appleton Area School District (“AASD”), 10 East College Avenue, Appleton, Wisconsin 54911, and the Classical Charter School Association, Inc. (“CCSA”), a Wisconsin non-stock corporation, 3310 N. Durkee, Appleton, Wisconsin, 54911.

**WHEREAS**, AASD and CCSA have previously entered into a charter school contract dated as of March 22, 1999, revised as of October 21, 1999, and renewed on August 9, 2004 to operate the Classical Charter School, now known as the Classical School (the “Prior Contract”),

**WHEREAS**, AASD and CCSA desire to extend and modify the Prior Contract, and

**WHEREAS**, the AASD Board is authorized by Wisconsin Statute 118.40 (2m)(a), to contract on its own initiative, with an individual or group to operate a school as a charter school.

**NOW THEREFORE**, the parties agree as follows:

1. **Classical School Sponsor.** The entity seeking to continue the existence of Classical School is the CCSA.
2. **Administration.** Classical School will continue to be an instrumentality of the AASD.
  - a. **Administrative Services.** Administrative services will be provided 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, labor relations, staffing administration, enrollment administrations, pupil services, record keeping, and general testing of students.
  - b. **Classical Charter School Association Board.** CCSA will be governed by a board (the “CCSA Board”) consisting of up to eleven individuals who are either parents of students at Classical School, staff at Classical School, or interested community members. Subsequent board members will be elected in accordance with the CCSA Articles of Incorporations and Bylaws. The CCSA Board will ensure that the terms of this contract with the Appleton Area School District are fulfilled. Curricular and program changes will be at the discretion of the CCSA Board.
  - c. **Administrator.** An administrator will supervise and coordinate the daily operation of the school and work closely with the CCSA Board to ensure that the educational goals of Classical School are met. The administrator will be hired by AASD, with recommendations from the CCSA Board. (See Section 7b for procedures.) The administrator will be responsible to AASD and the CCSA Board for overseeing the teacher training, financial accountability, scheduling the building, student discipline,

overseeing the educational programs, administering assessment and evaluating programs not administered by the district, and maintaining daily operations. The administrator is responsible for communications between AASD and Classical School. The administrator is responsible for arranging teacher evaluations with the district assistant superintendent and, if so certified, may perform the evaluations.

- d. **Advisory Council.** An Advisory Council, consisting of two members of the CCSA Board, the administrator, two teachers at Classical School, and two parent representatives, will assist the CCSA Board and administrator in operational and extracurricular activities and functions of the school.
3. **Educational Program.** Classical School will continue to expand until there are two classes for grades K – 8 with a maximum in line with AASD class size standard and student/teacher ratio. The educational program of the school is set forth in the Mission and Philosophy Statement of Classical School attached as Appendix A hereto and will consist of these main features:
    - a. **Core Knowledge.**® The Core Knowledge® Sequence as set by the Core Knowledge® Foundation is the K – 8 curriculum for math, history, geography, science, music, art, literature, English, and language arts. Teachers will use a variety of proven and effective methods to teach the children this Core Knowledge® content. Saxon Math will be used for levels kindergarten through algebra. The Core Knowledge® content will be taught through teacher-led instruction. SRA’s Direct Instruction program will be used for the “Learning to Read” stage up through Horizons C/D or Reading Mastery 4. The Shurley English program will be used to teach the English grammar portion of the Core Knowledge® Sequence.
    - b. **Foreign Language.** Spanish instruction will be taught daily for a minimum of 25 minutes (preferably 30 minutes) for grades K –6 and for one class period grades 7 – 8. Spanish lessons will be taught in Spanish. Additionally, students will learn Greek and Latin roots and phrases to further their understanding of English and Spanish.
    - c. **Fine Arts Education.** Fine arts education will include the same class time that the district provides to other district students for band, orchestra, and chorus. The K – 6 music and art curricula will follow the Core Knowledge® Sequence. Grades 7 and 8 will follow the Core Knowledge® section labeled “Humanities”, which follows the Core Knowledge® Sequence for 7<sup>th</sup> and 8<sup>th</sup> grade visual and music arts. Humanities will be a one-semester course each year of grades 7 and 8 that may be scheduled every other day throughout the school year.
    - d. **Other Curriculum.**
      - 1) Formal Logic will be taught as a one-semester course each year for grades 7 and 8. It may be scheduled every other day throughout the school year.
      - 2) Other curriculum will be developed consistent with the Mission and Philosophy Statement of the Classical School as the CCSA Board shall determine or as program needs arise.

- 3) Teachers may not add to or remove from the curriculum without CCSA Board approval.

e. **Other Programs.**

- 1) **Guidance.** Classical School will not include guidance instruction in its K-8 curriculum. Guidance services for crisis situations will be provided through assigned AASD personnel for grades K – 8, as well as 8<sup>th</sup> grade scheduling for high school.
  - 2) **Media Services.** The CCSA Board will approve library purchases. Library functions such as cataloging, shelving, and checking books in and out will be done by Classical volunteers and staff.
  - 3) **Talented and Gifted (TAG).** Classical School students will not participate in TAG instruction or pullout with the exception of special events that will be attended at the discretion of the parent. TAG identifications for elementary grades will be the responsibility of the administrator or other assigned Classical School staff.
  - 4) **Skill-Level Grouping.** Math and reading/English/language arts will be grouped according to skill level. Student placement will be determined by administrator and staff. The number of skill groups and skill-group matrices will be approved by CCSA Board. Certain levels of spelling will be grouped by skill level as determined by Classical School administration.
4. **Methods of Attaining Educational Goals.** The methods the school will use to enable pupils to attain the educational goal under s.118.01 are described in section 3. **Educational Program** above.
  5. **Methods of Measuring Student Progress.** Pupil progress will be monitored through both formal and informal assessment methods. Classical School will participate in state and federally mandated tests. In addition, Classical School may administer the Stanford-9 Achievement Test for select grade levels. In-class performance assessments will be made frequently to ascertain whether students have mastered the material. Student and class performance will be communicated to the parents through a variety of methods to include: parent-teacher conferences, monthly newsletters, assignment notebooks, and report cards.
  6. **Governance Structure and Parental Involvement.** Classical School is an instrumentality of the AASD and, except as otherwise set forth in this contract, shall be governed in accordance with the policies and procedures of the AASD.
    - a. **CCSA Board.** CCSA Board will consist of up to eleven individuals who are either parents of students at Classical School, staff at Classical School, or interested

community members. Subsequent board members will be elected in accordance with the CCSA Articles of Incorporation and Bylaws. The CCSA Board will be responsible for:

- 1) Setting the educational philosophy of Classical School to be consistent with the Mission and Philosophy Statement of the Classical School as set forth on Appendix A;
- 2) Establishing and overseeing curriculum;
- 3) Making recommendations to the AASD regarding hiring (see Section 7b for procedures) or termination of Classical School staff;
- 4) Ensuring compliance with this charter school contract;
- 5) Appointment of the requisite number of CCSA Board members to the Advisory Council;
- 6) Reviewing administrator performance with the AASD Assistant Superintendent;
- 7) Such other matters as the CCSA Board may deem necessary or appropriate with regard to the operations or affairs of the Classical School.

b. **Advisory Council.** The Advisory Council will consist of the administrator, two Classical School parent representatives, two Classical School faculty members, and two CCSA Board members. The faculty members of the Advisory Council will be elected by the faculty of Classical School. The parent members of the Council will be elected by Classical School parents in attendance during the final Advisory Council meeting of the school year for the following school year. The Advisory Council will have the authority and responsibilities as charged by the CCSA Board, including:

- 1) Assisting the administrator in implementing and supporting the CCSA Board's philosophy;
- 2) Conducting fundraising events;
- 3) Assisting the administrator and/or the CCSA Board in administering the affairs of the school.

c. **Administrator.** The administrator will be hired by the AASD with selection recommendations by the CCSA Board (see Section 7b for procedures) and shall perform the duties described in Section 2. c. above.

d. **Parental Involvement.** Parents are an important factor in the operation of Classical School through involvement as classroom and administrative volunteers, and through service on committees and Advisory Council. Each family is expected to participate each year in a volunteer capacity for the benefit of the school.

## 7. **Staff Qualifications and Personnel Issues.**

a. **Licensure.** Teachers will be Wisconsin Department of Public Instruction licensed teachers.

**b. Hiring.**

- 1) Unfilled teacher, educational assistant, and other staff positions will be posted internally, as per contract guidelines. Any positions that remain after postings or after arena staffing sessions will be filled externally. The Classical School administrator and CCSA Board representatives will screen and interview candidates and give the names of candidates who meet district and Classical School standards to the AASD for final approval of candidates to recommend to the AASD Board of Education for hiring.
- 2) Administrator. Candidates for this position will be screened and interviewed by the AASD and CCSA Board. Candidates who meet district and CCSA standards will be submitted to AASD for final recommendation to the AASD Board of Education for hiring.

**c. Teachers and Staff.**

- 1) AASD will provide K-8 classroom teachers at the same ratio as other AASD schools.
- 2) AASD will provide K-8 art, music, special education, and physical education teachers in the same amounts provided for other schools in the district.
- 3) AASD will provide a full-time administrator. If the administrator is not certified to perform teacher evaluations, AASD will provide administrative assistance for teacher evaluations. The Classical School administrator will work closely and collaboratively with all evaluators on each faculty evaluation.
- 4) Classrooms located in a middle school will be staffed at the same ratio as the other AASD middle schools.
- 5) Educational assistants will be provided at the same ratio as other AASD schools.
- 6) Secretarial support will be provided at the same ratio as other AASD schools.
- 7) Building engineer will be provided at the same ratio as other AASD schools.
- 8) All other personnel will be provided at the same ratio as other AASD schools.

**d. Evaluations.** Administrator and teacher evaluations will be congruent with the teaching of Classical School's curriculum and philosophy.

**e. Meetings.** CCSA Board and Classical School Administrator will have discretion as to whether or not staff will be required to attend any given district meetings, other than those mandated by federal or state law, or the AEA/AASD Master Agreement, which must be attended by all employees.

**8. Student Health and Safety.** Classical School will follow all applicable local and state health and safety regulations and building code standards, etc., including but not limited to, fire drills and tornado procedures. Classical School will have policies in place that will protect the health and safety of students and staff.

**9. Recruitment.**

- a. General.** AASD and CCSA Board will annually make information concerning Classical School available to parents. In addition:
- 1) By November 1, Classical School will begin accepting applications for enrollment for the next school year.
  - 2) Applications for qualified applicants for the following school year must be submitted prior to 4:00 p.m. on January 15<sup>th</sup>. A lottery will be conducted after January 15<sup>th</sup>. Parents/guardians will be notified in writing by February 1<sup>st</sup> of their child's enrollment status.
- b. Racial/Ethnic Balance.** Classical School welcomes students from minority and low-income populations. Classical School will strive to have a racial/ethnic balance that reflects the AASD community balance.

**10. Admission Requirements.** The primary requirement for admission to the school is the timely submission of an enrollment application by the stated deadline. Upon approval by AASD, special education students who apply by the deadline will be admitted to the admission process.

- a. 1st Priority.** Priority will be given to applicants with siblings who were students of the Classical School the previous year, and who will remain students. Priority will be given also to children of Classical staff members who are employed at Classical School at the time of the lottery and to the children of CCSA Board members who currently serve in that capacity at the time of the lottery.
- b. 2<sup>nd</sup> Priority:** Twenty-five percent of spaces available will be reserved for students who qualify for free or reduced school lunch.
- c. 3<sup>rd</sup> Priority.** Priority will be given to students transferring from an Official Core Knowledge School and who will be enrolled in grades 1-8. Official Core Knowledge School status is determined by the Core Knowledge Foundation.

If more applications are received than places are available, a lottery (held with both CCSA and AASD representatives present) will determine enrollment and waiting list order. Twins (or multiples) at the same grade level will be assigned concurrent priority in the lottery draw.

Classical School shall not discriminate in admissions; 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.

AASD students who graduate from eighth grade at Classical School may attend their neighborhood school or may choose among Appleton High Schools East, West, or North (unless overcrowding – defined as 115% of capacity or higher – exists at a school which is not the students' AASD neighborhood school). Students must declare which high school they will attend by January 1 during the eighth-grade year.

11. **Audits.** Since Classical School financially functions as an additional site for AASD, the district's usual annual audit will include the Classical School.
12. **Discipline Model.** Classical School uses a systematic discipline model applied consistently throughout the school. This system is designed to promote an organized and structured academic environment. The system relies on positive feedback and three tiers of consequences for infractions. (See parent handbook for specific details.) The CCSA Board may amend the specific details of the discipline model consistent with the intent to create an organized and structured academic environment.
13. **Public School Alternatives.** No student will be required to attend Classical School.
14. **School Facilities and Liability Insurance.** The facility will be an AASD School. Property, liability, and Director's and Officer's insurance for the Classical staff and CCSA Board will be provided by AASD.

Classical School's program will be in the Sager Center.

15. **Respective Liabilities of AASD and Classical School.**
  - a. **Budget.** Classical School will be allocated funds in the same manner as other AASD sites. Classical School will pursue grant monies and private funding to provide support to offset current and future operating costs as is customary with other AASD schools. The CCSA Board will determine how funds from fundraising and contributions will be disbursed.
  - b. **Teachers and Staff.** AASD will provide the same FTE distribution to Classical School as it does to other AASD schools based on number of students and grade levels. Classical School may select to use FTEs to meet program needs in ways other than those used in other AASD schools.
  - c. **Pupil Services.** Services for regular and special needs students will be provided on the same basis as for other district students and schools, but curriculum content shall be modified to follow the Classical School's curriculum.
  - d. **Administrative Services.** The district will provide administrative and record-keeping services in a similar manner to that provided to other district schools. The services include, but are not limited to:
    - 1) Business Services
      - Purchasing
      - Accounting/Bookkeeping
      - Risk Management
      - Auditing
      - Cash Management

- Enrollment Administration
- 2) Human Resources
  - Payroll/Benefits Administration
  - Labor Relations
  - Staffing Administration
- 3) Building Administrator
  - Scheduling of Buildings
  - Discipline of Students Beyond Classroom
  - Evaluation of Teachers if Administrator Not Certified in That Area
- 4) Program expansion decisions will be made collaboratively between the AASD and the CCSA.

16. **Term and Termination of This Contract.** The term of this contract will be a period of five (5) years commencing on the 1<sup>st</sup> day of July 2004, and shall be automatically extended for an additional one (1) year on each succeeding June 30, until such time as either party gives notice on or prior to June 30 of its intent not to extend the term of this contract for such additional one (1) year term.

Changes or modifications in this contract can only be made by mutual agreement of both parties.

The contract can be terminated if one of the following circumstances occurs:

- a. **Mutual Agreement.** Both parties agree in writing to the termination;
- b. **Contract Violation.** CCSA has materially breached this contract, and has failed to cure such breach within thirty (30) days following written notification of such breach from the AASD Board;
- c. **Academic Progress.** Students enrolled in Classical School have failed to make sufficient progress toward attaining the educational goals of the Classical School curriculum, defined as at or above AASD average in aggregate scores on state mandated tests. If an extension of time to attain such goals is requested by the sponsors and/or the administrator in writing, such request shall include a written plan, reasonably acceptable to the AASD, setting out the additional steps CCSA will take to attain such educational goals within a reasonable time. If the AASD accepts such written plan, or a modified plan, CCSA shall be allowed a reasonable time in which to correct such progress deficiencies;
- d. **Fiscal Management.** Classical School fails to comply with generally accepted accounting standards of fiscal management, and Wisconsin Statutes governing school finances.
- e. **Violation of Wisconsin Statute 118.40.** CCSA otherwise violates Wisconsin Statute 118.40 (the Wisconsin Statute authorizing and governing charter schools);

- f. **Sponsors.** The CCSA notifies the AASD Board that they desire to terminate this contract at the end of any school year.

In the event of termination of this contract, written notice by certified or registered mail, return receipt requested, 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 contract, the AASD Board shall recover all funds advanced to CCSA under this contract to which CCSA is not entitled. Material and equipment purchased with AASD funds will remain the property of the AASD in accordance with the State Statute.

17. **Notices.** Whenever under this contract 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 contract if notice is given or information is provided:

**To the Board:**

Sharon M. Fenlon  
President, Appleton Area School Board  
122 E. College Avenue, Suite 1A  
Appleton, WI 54911  
Telephone: (920) 734-0864

**To Classical Charter School Association:**

Timothy Webster  
President, CCSA Board  
3310 N. Durkee Street  
Appleton, WI 54911  
Telephone: (920) 832-4968

**With a copy to:**

Thomas G. Scullen  
Superintendent of Schools  
Appleton Area School District  
122 E. College Avenue, Suite 1A  
Appleton, WI 54911  
Telephone: (920) 832-6126

**With a copy to:**

Constance S. Ford  
Administrator  
Classical School  
3310 N. Durkee Street  
Appleton, WI 54911  
Telephone: (920) 997-1388

**In Witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by their duly authorized representatives as of the date first above written.**

**For the Appleton Area School District**

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Sharon M. Fenlon, President,  
Appleton Area School Board of Education

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Thomas G. Scullen, Superintendent  
Appleton Area School District

**For the Classical Charter School Association**

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Timothy Webster, President,  
CCSA Board of Directors

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Michael Orr, Vice President,  
CCSA Board of Directors