

CHARTER SCHOOL CONTRACT  
BETWEEN  
LA FARGE SCHOOL DISTRICT  
AND

KICKAPOO VALLEY FOREST SCHOOL

*This FINAL approved by KVFSGC to submit to DPI subject to LFSD BOE approval: 4/8/2021*

*FINAL approved by the La Farge School District Board of Education: 4/26/2021*

For the term commencing **July 1, 2021**, and shall expire at midnight, on **June 30, 2026**, unless terminated or renewed pursuant to the terms hereof.

Mission:

The Kickapoo Valley Forest School (KVFS) will enrich children's learning with opportunities to connect, explore, and engage through immersion in the natural world.

Vision:

The KVFS is a school where children are empowered to grow confidently and develop an authentic sense of self, place and belonging. The KVFS is a school committed to creating space for children to experience wonder and engage meaningfully with their environment through a deep respect for, understanding of, and connection to the natural world.

Values:

**Responsibility:** We have a responsibility to treat all children with respect. We will allow children the time to engage with academic, social, emotional and life skills through immersion in the natural world.

**Respect:** We will respect each other, the environment and all living beings.

**Relationships:** We will connect with our sense of place through the relationships we foster with the community and the land.

**Real-work:** We understand that play and exploration in a rich environment is the true work of the child.

**Recognize:** We recognize that children are individuals whose interests, capacities and gifts demand differentiation in instruction and care.

[TABLE OF CONTENTS](#)

**THIS AGREEMENT** is made by and between the **LAFARGE SCHOOL DISTRICT BOARD OF EDUCATION** (the "School Board"), a public school district, 301 W. Adams Street, La Farge, WI 54639, and **KICKAPOO VALLEY FOREST SCHOOL GOVERNANCE COUNCIL LTD**, (the "Governance Council") a Wisconsin non-stock corporation, S3661 State Highway 131, La Farge, WI 54639. NOTICE AND DAY April 26, 2021.

**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 the KVFS Governance Council a charter to operate as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

**WHEREAS**, the Parties have successfully negotiated this Contract, which, in accordance with Wis. Stat. §118.40(2m), contains all of the provisions specified under Wis. Stat. §118.40(1m)(b)1-15, as well as separate and additional provisions; and

**WHEREAS**, in negotiating this Contract, the Parties have considered the principles and standards for quality charter schools established by the National Association of Charter School Authorizers.

**NOW THEREFORE**, in consideration of the terms, covenants, conditions, and obligations set forth in this Contract, the Parties hereby agree to the following:

## **ARTICLE I: Definitions and General Information**

**1.1 Definitions.** When used in this Agreement, the following definitions shall apply: :

1. “Applicable Law” means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.
2. “Charter School” and “School” mean a school to be known as the Kickapoo Valley Forest School (KVFS).
3. “Day” shall mean calendar day
  - a. The first day shall be the day after the event, such as receipt of a notice.
  - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the Period.
4. “Department” means the Department of Public Instruction of the State of Wisconsin, that may have jurisdiction over or statutory duties with respect to the Charter School.
5. “District” means the La Farge School District (LFSD), as well as any successor to it
6. “School Board” means the La Farge School District Board of Education.
7. “Governance Council or KVFSGC” means the Board of Directors of the Charter School.
8. “District Administrator” means the Superintendent of the the La Farge School District or any designee of the Superintendent.
9. “Leadership Team” refers to the personnel who oversee the daily operations and functions of the Charter School.
10. “Teacher(s)” means an appropriately licensed teacher(s) for the Charter School.
11. “Parties” means the Kickapoo Valley Forest School Governance Council and the La

Farge Board of Education through their designated representatives.  
12. “Operational Budget” means the report created by Charter School Administrator and approved by the Governance Council.

**1.2 Instrumentality.** Pursuant to Wis. Stat. § 118.40(7)(a), KVFS shall be an instrumentality of the La Farge School District (LFSD).

**1.3 Non-Sectarian.** The KVFS shall be non-sectarian in its practices, programs, referrals, admission policies, employment practices and all other operations in pursuant of Wis. Stat. §118.40(4)(a)2.

## **ARTICLE II**

### **Parties, Authority, and Responsibilities**

**2.1 The name of the entity seeking to establish the Charter School.** On behalf of the Charter School, the President of the Kickapoo Valley Forest School Governance Council Ltd. or his/her designee, shall exercise all oversight responsibilities as set forth in this Contract. The Kickapoo Valley Forest School Governance Council (KVFSGC) is the entity seeking to establish the Charter School Kickapoo Valley Forest School.

**2.2 Name of Person In Charge of Charter School.** The Charter School Leadership Team shall be responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract. The KVFSGC or its designee shall be in charge of and govern the Charter School. The KVFSGC shall have authority to establish additional charter schools upon written approval of the District and pursuant to all Applicable Law.

**2.3 The Authorizer.** The La Farge School Board of Education (LFSD BOD) will be the authorizer of the Charter School. The LFSD BOE will consider the principles and standards for quality charter schools established by the National Association of Charter School Authorizers. The Charter School and the Authorizer will comply with all applicable state and federal laws.

**2.4 Administrative Services.** At its sole cost and expense, LFSD will provide administrative services to support all School District employees and all enrolled pupils at LSFSD in the same manner, cost, and time frame as other LFSD schools, including but not limited to:

- Risk management;
- Payroll and benefits to employees;
- Student information systems, data services and record management;
- District Assessment and Reporting;
- Student transportation planning and scheduling for resident students;
- School nurse and related health services;
- Special education and student support services;
- English as a Second Language ESL services;

Personnel services (The Charter School is an instrumentality and the School District shall employ the teaching staff);  
 Help with inventory of materials, supplies and equipment;  
 Technology support and assistance;  
 Phone service;  
 District assessment coordination;  
 Business management, accounting, bookkeeping and auditing services;  
 Student enrollment and enrollment lotteries as needed;  
 Use of district communications;  
 Volunteer background checks;  
 Administration of student discipline in cases of suspension and expulsion;  
 Administration of truancy procedures;  
 Attendance record keeping and reporting;  
 Student enrollment and student record clerical services;  
 Substitute teacher assignment;  
 Secretarial support and receptionist services;  
 School counseling and other pupil services;  
 In-District printing and copying;  
 School safety planning and management;  
 School lunch planning and reporting;  
 Access to after school programming; and  
 All services not in the KVFS budget will be provided by the LFSD in a like manner as provided to the other schools in the district.  
 Other services as described in this Agreement or as identified and agreed to by the School Board and KVFSGC.

To the extent that LFSD requires information maintained only by KVFS to complete the reporting and compliance monitoring requirements hereunder, LFSD will, no later than June 15 prior to the start of any school year, provide KVFS with a list of all information required and KVFS will provide full and accurate responses no later than September 1. LFSD will at all times remain the sole employer of all personnel engaged in providing administrative services.

**2.5 Administration.** The Charter School's Leadership Team and staff shall be responsible for leading and directing the day-to-day operations of the Charter School. The KVFSGC of the Charter School shall direct the operations of the Charter School in accordance with the vision and mission statements of KVFS and abide by the contract agreed upon with the LFSD. The LFSD will provide administrative services and support the teachers in areas such as: discipline, parent disputes, employee evaluations, and special education services.

**2.6 Leadership Team .** The KVFS Leadership Team will supervise and coordinate the daily operation of the Charter School with school staff and will work closely with and report to the KVFSGC and District Administrator to ensure the Charter School meets the educational goals set

forth in this Contract. The Charter School Leadership Team will include, but is not limited to the La Farge School District Administrator, Education Director with the Kickapoo Valley Reserve, KVFSGC Representative, and consultants procured with grant funds. The Leadership Team will make decisions on behalf of KVFS at the direction of the KVFSGC. This team is a partnership with the host site, school district, and charter school.

- 2.7 Employee Qualifications.** Individuals employed in KVFS shall hold current licenses or permits applicable to Charter Schools and required by State Law or the Wisconsin Department of Public Instruction to teach as highly qualified instructors. The School Board shall employ all personnel for the Charter School and, therefore, the School Board's employment requirements and standards, as well as applicable collective bargaining agreements, shall apply to KVFS employees except where specific exemptions have been approved by both Boards. Teachers in KVFS will not be shared with other schools in the district unless agreed upon by KVFS KVFSGC. Sharing of teachers with the LFSD shall not impact the educational programming of KVFS. Teachers and other staff at KVFS are responsible for carrying out the educational program and fulfilling the mission through instruction, assessment, and maintenance of a safe and healthy environment for the students. The staff will maintain the spirit of collaboration with families, communities and volunteers. Teachers and staff have the responsibility to maintain all licenses and remain in good standing. Staff will continue to grow as professional learners.
- 2.8 Families and Caregivers:** Family involvement is a significant part of the educational philosophy at the Charter School. Frequent contact will be made with parents and caregivers to solidify the bond between school and home. Families will be encouraged to participate in school activities, and in essence, become part of the school community.
- 2.9 School Partners:** The Charter School will have a strong emphasis on relationships with School Partners within the Driftless Region. The School Partners will include, but are not limited to: artists, farmers, small business owners, artisans, musicians, scientists, and nature enthusiasts.

### **ARTICLE III:**

#### **Educational Program**

TERMS REQUIRED UNDER WIS. STAT. §118.40 (2m)(a)

- 3.1 Educational program of Kickapoo Valley Forest School.**  
The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations. KVFS will strive to create a child-centered, safe, inclusive, and sensory-rich environment in which children will learn and grow through play and exploration in the beautiful natural environment through daily experience through all-weather nature immersion. KVFS will offer place-based education within a Forest School Model. The

KVFS school day will follow predictable routines and expectations with substantial time built into the schedule for child-directed play, work, and exploration in the outdoors. The KVFS education philosophy is rooted in the belief that child development is supported when the whole child is honored, and that play in a rich environment is the true work of the child. Curriculum is inquiry-based with exploration through play that expands on key developmentally appropriate concepts outlined with research-based learning objectives. To this end the curriculum is designed to meet the mental, physical, intellectual, social, and emotional needs of the young child. KVFS also recognizes that children are individuals whose interests, capacities, and gifts demand that our teaching style and environment be accessible from many different points and levels of ability. Additionally, KVFS recognizes that humans thrive in environments full of love, inspiration, wonder, connection, and beauty. The richly diverse environment of the host site is the perfect setting for warm, loving communities to grow in healthy connection to each other and in loving connection to the land and all the living beings of the Kickapoo Valley.

A. Purpose. KVFS engages each student with place-based learning embedded within a Forest School Model. Place-based learning brings schools and community together on a common pathway dedicated to stewardship and life-long learning. The model is grounded in landscape, family, and community. Significant learning takes place outdoors and in the community. This community expands outward from local landscape and home, to regional realities, and ultimately, to international issues. A guiding principle in place-based learning is: In coming to know one's place, one comes to know what is fundamental to all places. The KVFS school shall educate students in grades 4K-2 from the District and students attending the District through the open enrollment process who are assigned to the Charter School. Charter School learning spaces shall be organized based on the principles of place-based forest school models utilizing multiage classrooms. Elimination of a grade the Charter School is scheduled to serve or the addition of grade levels served are material changes to the terms of this Agreement and shall require written authorization from the Board and the KVFSGC.

B. Curriculum. The curriculum, curriculum materials, and teaching strategies will be developed by the Curriculum Team and approved by the KVFSGC. The curriculum will be site-specific to the Kickapoo Valley Region. The curriculum will be created to coincide with the mission and academic program of the Charter School and the Wisconsin Educational Goals and Expectations for (1) academic skills and knowledge; (2) vocational skills; (3) citizenship; and (4) personal development. The KVFSGC may consider and implement additional goals and expectations.

**3.2 Adherence:** The KVFS shall adhere to the educational program set forth herein and shall promptly notify the District in the event the KVFSGC proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.

- 3.3 Methods:** The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. §118.01. This accountability system and the impact on student achievement will be one of the most important factors for renewal or revocation of the Charter School's contract in pursuant of ESSA § 4303(f) (1)(c). In order to attain the educational goals KVFS will implement the following in pursuant of Wis. Stat. §118.01, the Charter School:

**I. Key Components of the Kickapoo Valley Forest School Curriculum**

- A. **Nature as Teacher:** Students will be immersed in nature all year, during all weather, and for most of each school day. Being outside in natural forest environments is scientifically proven to enhance mental health, immune defences, and emotional well-being. The natural environment allows children to develop large and small motor skills, sensory integration, and social and emotional skills. Additionally, full nature immersion gives children the opportunity to develop grit and resilience. When given the opportunity to experience a wide variety of weather conditions, and encounter wind and rain, children surprise many adults by loving it, and additionally come to understand that they can get uncomfortable and wet, but survive and even thrive.
- B. **Nature Awareness and Respect:** Learning outside through every season and having seasonally relevant themes of study, KVFS will strive to tune students into the natural cycles of the earth. Through careful observation and daily interaction, KVFS encourages students to develop deep connections and respect for earth and the living being around them. Intentional language and a carefully-curated curriculum are designed to help the children see themselves as part of the fabric of life and see the other beings around them not as resources but as equal partners on the earth.
- C. **Inquiry-based, Child-directed learning:** KVFS recognizes that each child learns at their own pace and that their desire to learn is ignited by different interests. During the work portion of each school day, children will be given the materials and time to follow their own interests, passions, and explorations.
- D. **School Partners:** The Driftless region is rich with farmers, artists, musicians and practitioners of many practical skills, and the region has many innovative organizations. Through connection with them, KVFS will seek to broaden the depth of the offerings to students, open doorways of possibility for them and help them to see themselves as members of a rich community.
- E. **Free Play and child-led exploration:** KVFS honors free play as some of the most important work of the young child as it allows them to integrate and work through all the sensory information they are continually absorbing. KVFS also believes that children are capable of making deep, long-lasting learning connections by themselves through exploration, experimentation, and play.
- F. **Place-based, emergent curriculum emphasis:** Children live in the present moment or what they can immediately experience with their full range of senses. For this reason the KVFS curriculum is rooted in our immediate surroundings of the natural environment of our school's host site. Additionally, KVFS recognizes the importance of following the

children, and letting the child follow the path of their own unfolding interest. This is where learning will be most alive.

- G. **Real-world context for skill development:** The combination of child-led learning and a rich natural environment create the perfect context for real-world skill development.
- H. **Interdisciplinary Learning:** KVFS understands that children are learning every minute of the day and will take every opportunity to make connections between subjects and child interests.

## II. Instruction Methods

### A. **Place-based Education in Relationship to a Forest School Model**

KVFS curriculum is steeped in the place-based Education model. Through a Forest School Model, the student gains knowledge through direct experience with the world around them. The child finds an interest in their environment and experiences, and from that interest the Teacher other interdisciplinary aspects toward the student.

- B. **Inspiration from other child-centered pedagogies:** KVFS draws on the child-led aspects of other child-centered pedagogies with an emphasis on the idea that children move in and out of sensitive periods, meaning that a certain skill development will be interesting and important to an individual child in their own time. KVFS understands that children move in and out of these sensitive periods at their own pace and for their own reasons. They may need to practice a particular skill repetitively over days or weeks. To this end, a broad range of learning opportunities/materials will be available to each child during the work portion of the day.

- C. **Practical Life Skills:** KVFS curriculum will place emphasis on; *Care of Self*: dressing, preparing food, washing hands, taking care of belongings; *Care of others*: forming healthy social bonds and awareness and caring for all the living beings in our environment; *Care of the Environment*: sweeping, doing dishes, and tending to plants and animals and; *Grace and Courtesy*: lessons to help students navigate their social and emotional needs.

- D. **Emergent Curriculum:** Emergent Curriculum is the direct connection to child-led interests. The observant teacher will be trained to help each child navigate on a path of interdisciplinary learning. Each group of children will have their own set of needs and areas of interest and KVFS teachers will hold the skills to tailor their work to the needs of each child. As the children form and gain a sense of community their needs may change, and teachers will adjust accordingly. As KVFS is set in a natural environment, elements of the natural world will become the subject of student interest and self-directed learning. For example, a child who has just learned the letter “A” will be looking and listening for that sound as we walk the trails: apple, acorn, amphibian, The student may be finding the A shape in sticks on the ground, scratching it in the mud, etc. Through Emergent



Curriculum the teacher may not know what the end point of the lesson may be, but they will understand that through child-led inquiry the possibilities are endless.

- E. **Concrete Learning Materials:** Children are given introductory lessons on concepts through concrete materials. Many of these materials used at KVFS are Montessori's Math manipulatives and Language Materials. Children then explore the natural world and make connections between the introductory lessons and more abstract concepts found in the natural world. Additionally, storytelling will be used, as a point of entry into abstract concepts and natural phenomena.

III. **Roles of the Teachers and Administrators** Subject to Wis. Stat. § 118.40(7)(a), 118.19(1) and 121.02(1)(a)2, the qualifications that must be met by the individuals to be employed in the Charter School.

- A. **Teacher as a Guide:** Teachers help create boundaries and expectations for safe use of tools and materials, forest practices, and play, etc. The teacher's role is not as purveyor of knowledge, but as guide and mentor who holds the development of the whole child and group in mind. This is done through careful observation and engagement, asking thoughtful questions, bringing stories, providing stepping stones, and inviting child insight. Teachers should have knowledge of the region and natural environment. Teachers should be familiar with place-based and forest school models of education.
- B. **Highly Qualified:** As employees of the La Farge School District (LFSD) teachers will be highly qualified Wisconsin state certified and licensed educators. Teachers will also receive Professional Development focused on child-centered and Forest School pedagogies.
- C. **Professional Development for Educational Staff:** Using data from the KVFS Professional Learning Community, Leadership Team and staff will develop a yearly plan that will drive extensive professional development that is intensive, on-going, and aligned with school goals. These professional development opportunities will directly relate to the KVFS mission, vision and student academic performance measures. The KVFSGC will work to ensure adequate funds are available for this professional development. Such PD may include: Educational staff training on the key characteristics of Early Childhood Environmental Education Programs: Program Philosophy, Purpose, and Development; Developmentally Appropriate Practices; Play and Exploration; Curriculum Framework for Environmental Learning; Places and Spaces; School Culture, Discipline and Educator Preparation. KVFS will determine the professional development offerings that best meet the needs of its teachers. KVFS staff will use designated LFSD PD days as KVFS staff sees fit. The KVFSGC and the Leadership Team will annually notify the Authorizer of the PD plan. KVFS will encourage paraprofessional staff to attend PD days, paid, when the content is applicable. Teachers may, but are not required, to participate in professional

development offered within the LaFarge School District unless it is mandated by the state or federal government.

D. **An instrumentality:** The Charter School shall be an instrumentality of the District and all administrators, teachers and staff shall be employees of the District.

- a. All Administrators, Teachers, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19.
- b. The number of Administrators, Teachers and other staff assigned to the Charter School will be determined by the KVFSGC and approved by LFSD. The LFSD and the KVFSGC will collaborate in the hiring process of Administrators.
- c. Recommendations for renewal of administrative and teaching contracts will follow the required statutory timeline.
- d. Teachers, and other staff: the KVFSGC will conduct the interview process and recommend candidates for final approval by the District.
- e. A qualified administrator will evaluate the performance of Teachers, and other staff as required by District and state policy, and will report the evaluations to the district administrator.

**IV: Student Goals and Methods for Measuring Student Progress** Wis. Stat. §118.40 (1m)(b)4

Student progress will be monitored through formal and informal assessment methods. The Leadership Team will recommend the accountability and proficiency measures. The KVFSGC will approve the measures and monitor the results. Students will be given equal access to testing procedures and accommodations that are determined by IEP or 504 and any other general accommodations on an individual student basis. Any request for authorization to deviate from the District accountability plan shall be submitted by the Charter School to the District in which the use of an alternative accountability plan is contemplated.

- A. **Common State Testing:** The Charter School shall be responsible for administering such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the “Every Student Succeeds Act”), and any other Applicable Laws to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.
- B. **Other Standardized Testing:** Students will be subject to any other standardized testing as determined by the KVFSGC. Such testing which may include the use of Fastbridge or other district-adopted measures to monitor the LFSD Early Literacy and Numeracy Assessment. KVFS will use EduClimber or any other current data management system to organize student records. KVFS will also have the ability to create and use other assessments. Comparable data will be collected in order to report on the student achievement performance measures. The costs associated with additional assessments

will be the responsibility of the KVFSGC. The KVFSGC will provide and make accessible to the School Board academic records of those students from the District who are enrolled in the Charter School. If there is a change in assessments, the Leadership Team will be included in the decision making.

- C. **Local Assessment:** Teachers will monitor progress using multiple measures assessing pupil achievement while attaining the educational goals under Wis. Stat. §118.01. Information about local assessments can be included in the annual report to the LFSD.
- a. **Assessment and Record Keeping:** An ongoing, grade specific *Skills Assessment* will be kept for each KVFS student. Learning standards for mathematics, language arts, science, social studies, music, art, as well as practical and artistic skills will be compiled for each grade level. As students complete lessons, and demonstrate understanding and proficiency, the standard will be documented and notes regarding the demonstrations of proficiency will be made.
  - b. **Portfolio Assessment:** Along with the Skills Assessment described above, each student will compile a *Student Portfolio* over the course of the year, in which they will put particular work that they are proud of and that they have made a special connection to. This may be a collection of illustrated journal entries, an in-depth written and illustrated study of a particular insect or tree, a watercolor painting, craft project or an invitation to come and watch them demonstrate a skill that they have mastered. Whatever the content, the portfolio will be a student-generated collection of work, which will be shared at the fall and spring parent-teacher conferences.
  - c. **Narrative Reports:** Teachers will write brief individualized *Narrative Reports* for each child. These Narrative Reports will help parents paint a picture of who their child is at school and recognize their individual strengths and areas of growth. Narrative Reports will be delivered along with the final report card. This is an important part of creating a bridge between teachers and families, and making the families feel that each child is really ‘seen’ at school.
  - d. **Traditional Report Card:** Helps hold the Charter School accountable for student’s academic progress.
- D. **Performance Measures:** The Charter School must meet the following performance measures to remain in good standing with the performance contract. This will be one of the most important factors for renewal or revocation of the charter school’s contract in pursuant with ESSA § 4303(f)(1)(C):
- 1. **Reading Achievement:** Close gaps in achievement by integrating the Wisconsin Model Early Learning Standards for Language Development and Communication, and the Common Core Standards for English/Language Arts. An equal or greater percentage of KVFS students in comparison to LFSD students

will score proficient or advanced on a nationally-normed assessment of reading readiness (aReading or EarlyReading by Fastbridge Learning) or another measure that is the same or similar to the LFSD.

2. **Mathematics Achievement:** Close gaps in achievement by integrating the Wisconsin Model Early Learning Standards for Mathematical Thinking, and the Common Core Standards for Mathematics. An equal or greater percentage of KVFS students in comparison to LFSD students will score proficient or advanced on a nationally-normed assessment of numeracy readiness (aMath or EarlyMath by Fastbridge Learning) or another measure that is the same or similar to the LFSD.
3. **Social-Emotional Development:** Engage students in play-based, inquiry-based, and child-led curriculum, integrating explicit instruction in collaboration, conflict resolution, and mindfulness to support children's social and emotional development to achieve a mean score on the SAEBRS equal to or above the students in the same age group at LFSD.
4. **Developmentally Appropriate Practice:** Provide a rich and developmentally appropriate Forest School curriculum incorporating the Early Childhood Environmental Education principles through professional development in: A) Research and inquiry into best forest school practices B) Creating authentic forest learning activities C) Ensuring a child-centered & inquiry-based approach to planning & instruction D) Considering the whole child in all stages of planning and implementation. By the end of year 5 the Kickapoo Valley Forest School will achieve a mean score of 6 (out of 7) for each of the 32 Guidelines, with a mean score of at least 43.5 (Fully Implemented) on the ECEERS, as rated by staff and KVFSGC members. The scoring rubric can be found in the appendix.

V. **Tools and methods used to enable pupils to attain educational goals:** pursuant with Wis. Stat. §118.40 (1m)(b)4. **used to accomplish the goals**

A. **Curricular Resources:** Resources created for Kickapoo Valley Forest School:

- a. KVFS Skills Booklet aligns with WMELS: The Wisconsin Model for Early Learning Standards
- b. Concrete Math and English Language Arts (ELA) Materials *with possible Emergent*

*Curriculum Extensions* align with Wisconsin Standards for English Language Arts and Common Core Math.

- c. KVFS Monthly School Cultural Calendar along with detailed Weekly Themes and Inquiry-based science and social studies curriculum align with:  
Next Generation Science Standards,  
Wisconsin Standards for Environmental Literacy and Sustainability,  
The Wisconsin Standards for Social Studies,  
Teaching Tolerance Standards,  
Wisconsin Standards for Art and Design,  
Wisconsin Music Standards, and  
The Wisconsin Standards for Physical Education
- d. North American Association for Environmental Education (NAAEE) Guidelines for Excellence in Early Childhood Environmental Education Programs.

#### **ARTICLE IV:**

##### **Admissions**

Wis. Stat. §118.40 (1m)(b)9

- 4.1 Admissions Requirements:** All 4-year-old Kindergarten (4K), Kindergarten (5K), first and second grade students who are either in the LFSD or who choose to open-enroll into the LFSD are eligible to apply to the Charter School. In an effort to maintain balance, enrollment shall be based on grade level. Initial grade assignments will be based on birth age as of September 1st of each year. Available slots will be based upon enrollment caps set by the KVFSGC. The program and attendance at the charter school is voluntary in pursuant of Wis. Stat. §118.40(6).
- 4.2 Tuition:** in pursuant Wis. Stat. §118.40(4)(b)1. The Charter School shall not charge any tuition. The Charter School may assess “activity fees” under the same circumstances and under the same regulations that apply to all public school students, provided the KVFSGC has approved the activities and corresponding fees in advance.
- 4.3 Public School Alternatives** in accordance with Wis. Stat. §118.40(1m)(b)13: Students who do not elect to attend the Charter School may attend a school within the LFSD in conformance with the enrollment policy of the LFSD Board of Education. No student is required to attend the Charter School; application for admission to the Charter School is completely voluntary.
- 4.4 Enrollment Procedures:** The KVFSGC embraces the responsibility and commitment of the Charter School to adhere to essential public-education obligations, including admitting and serving all eligible students in grades 4-year-old Kindergarten (4K) to Second Grade so long as space is available. Enrolled students will not be expelled or counseled out of KVFS except pursuant to a legal discipline policy approved by the authorizer.

In the first year, KVFS will enroll 4K and K students adding a grade each year after that. Students who enroll will (i) reside in the District or (ii) are eligible for enrollment in the District's programs pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.

To enroll in the Charter School, students and parents or guardians shall complete a student application available at the Charter School, the LFSD office, and the Charter School website. Students who live outside of the LFSD boundaries will also complete a state open-enrollment application. As part of the application process, students and parents or guardians are encouraged to attend a pre-enrollment informational meeting. The KVFSGC will annually review the enrollment and lottery procedures and enrollment targets for each grade level and school.

**Three year Enrollment Projections:**

<b>2021/2022 School Year</b>	<b>2022/2023 School Year</b>	<b>2023/2024 School Year</b>
16, 4 -year-old Kindergarten	16, 4-year-old Kindergarten	16, 4-year-old Kindergarten
16, Kindergarten	16, Kindergarten	16, Kindergarten
	16, First Grade	16, First Grade
		16, Second Grade

The KVFSGC reserves the right to adjust or change the final class size numbers based on decisions made in Section 4.1 of the Charter Contract.

**A. Application period:**

1. The Kickapoo Valley Forest School is open to all age eligible students, based on annual enrollment caps, and will not and shall not discriminate in admission or retention on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, physical condition or military status. Enrollment is voluntary and there will be no tuition. KVFS will work to retain a student demographic aligned with the community and make special efforts to reach families who are typically underrepresented. Enrollment procedures are subject to amendment by vote by the KVFSGC. Open-enrolled students may also attend the school in accordance with state law and District policies. An application for all students is required as part of the admissions process.

Special needs of students will be met according to the goals of their IEP. LFSD will provide needed special education services as appropriate.

2. The Charter School will give preference and priority to the following in pursuant to Wis. Stat. § 118.40(3)(g).

1. Students who are enrolled in the Charter School who wish to automatically re-enroll for the following school year.
2. Siblings of enrolled Charter School students
3. Children of full-time Charter School staff; and
4. Charter school founders: Meaghan Gustsafson, Joe Orso, Ximena Puig, Julia Buckingham, Robin Hosemann, Barb Sarnowski, Jonel Kiesau, Julie Hoel, Winston Ostrow, Jackie Yocum, Megan Hofmann, Brandon Bleuer, and Shawna Nelson

Children given preference and priority will be exempted from a lottery provided that the total number of such children given preference in number 3 and number 4 will constitute no more than 10 percent of the charter school's total enrollment. If the number of children in #3 and #4 preference groups constitutes more than 10% of the school's total population, these students will be subject to the lottery as listed in section 4.4 B.

3. The annual KVFS application period will take place from the first business day to the end of the last business day of February. If the applications received during this enrollment period do not exceed the target grade distribution and established enrollment caps, then all students who have submitted completed applications by that deadline shall be accepted for admission.
  - a. If applications received during the enrollment period meet or do not exceed established enrollment caps, then applications shall be accepted on a first-come, first-served basis with the date of receipt establishing priority for enrollment. Enrollment will extend through the open enrollment period or until enrollment caps have been met.
  - b. If applications received during the enrollment period exceed established enrollment caps, a lottery will commence. All applicants, (except for those given priority) will make up the lottery pool.
  - c. The total random selection of names will ensure fairness and equal access. Lottery procedures are listed in section 4.4 B.
  - d. Student applications received after the lottery will be placed on a class list or waiting list as space is available, with date of receipt establishing priority.

#### **B. Lottery:**

1. If the number of applicants exceeds the number of enrollment slots available at the end of the application period, a lottery shall be conducted by the KVFSGC member and a representative from the KVFS Leadership Team.
2. The KVFS target student number per class is around 16 to 18 students. The

The KVFSGC will set enrollment targets annually. For the 2021-2022 school year, KVFS will enroll 32 students age-eligible for Four-Year-Old Kindergarten (4K) and Kindergarten (5K), no more than 16 of which can be 4K students. Eventually the school population will total around 64 students 4K through 2nd grade. The Charter School will initially enroll up to 32 students in grades 4K and K. In the second year of operation, KVFS plans to enroll up to 46 students in grades 4K-1. KVFS expects to be at full capacity in its third year of operation, enrolling up to 64 students in 4K-2.

3. **Yearly Lottery Procedures:**

- A. **2021-2022 Enrollment Lottery Procedures:** A random lottery will be used. Each age-eligible 4K or 5K student applicant will be assigned a number. All numbers will be placed in a collective pool. Spaces for grade 4K and 5K will be filled as numbers are drawn. Once spaces are filled, KVFS will continue drawing to fill the waitlist.
- B. **Commencing at the 2022-2023 School Year:** A random lottery will be used. Each age-eligible student applicant will be assigned a number. The lottery will be done on a grade by grade basis starting with 4K students. Once spaces are filled, KVFS will continue drawing to fill the waitlist.

- 4. The lottery drawing date and time will be posted publicly. The lottery will be open to the public. Each student will be assigned a number. Each student's guardian or parent will be notified of the student's corresponding number. Each number will be placed into a Bingo hopper. A KVFSGC member or a representative of the Leadership Team will spin the hopper six times and will stop and draw a number. If one sibling is drawn, the other sibling will be placed on a class roster as space permits or will be placed on the waiting list at that time. The numbers will be recorded in order. Once seats are filled, numbers will continue to be drawn. These numbers will be placed on the waiting list. The numbers will continue to be drawn until all assigned numbers have been drawn and placed on the list. The lottery drawing must be recorded and filed for future reference. All families will be notified of their enrollment status.
- 5. A waiting list will be maintained for students who are not selected in the random lottery. The waiting list will be utilized until the end of the associated school year. The waitlist sunsets at the end of the school year, meaning that each year unenrolled students will have to re-enroll in February for the following year. All students wishing to be enrolled in the Charter School should enroll during the February enrollment period. After a lottery has commenced a new waitlist will be created.



6. In the event of a vacancy in the Charter School, anytime during the school year, students may transfer into the Charter School according to the enrollment process described in Section 4.4 of the Charter Contract.

**C. Expulsions:** The Charter School shall not be required to admit any student who is under a current expulsion order from a school district.

**D. Placement:** LFSD shall not place students at the Charter School.

**E. Special Education:** Students will be accepted into KVFS based on the IEP determination of the least restrictive environment.

**4.5 Diversity of Student Population:** The Charter School shall emphasize a learning environment that will encourage diversity. The Charter School shall promote its educational opportunity by use of the Charter School's web page, local newspapers, social media, school district mailings, public meetings, flyers in both English and Spanish, and the local radio station. Admission to the Charter School shall be based in part on a lottery system, ensuring equal access to all students. The Charter School shall not discriminate against any person on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability in compliance with Wis. Stat. §118.40(4)(b)2.

Access to the Charter School will not be restricted or enhanced by family income, academic performance or English language proficiency. Equal access will be provided to all students. The KVFSGC will monitor the demographic make-up of the charter school enrollment in comparison to the demographic make-up of the LFSD as a whole. This will be in compliance with Wis. Stat. §118.40(1m)(b)9 to achieve a racial and ethnic balance among pupils that is reflective of the school district population.

## **ARTICLE V: Governance and Operations**

**5.1 Governance Council:** The Governance Council for the Charter School shall be the Kickapoo Valley Forest School Governance Council Ltd (KVFSGC). The rights, responsibilities, composition and operation of the KVFSGC and officers shall be as set forth in the KVFSGC Bylaws, attached at Exhibit A. Consistent with the Bylaws, Directors shall be sought who bring different expertise and perspectives to the Council, ensuring representation from parents and community members. As stated in our Nominations and Elections Procedures policy, nominations and elections for council directors shall be as set forth in the KVFSGC Procedures for Director Recruitment document. LFSD administrators or staff may not be on the KVFSGC.

The success of the Charter School is largely dependent on the involvement of parents and community members. Meetings of the KVFSGC will be open to the public under Subchapter V Open Meeting of Governmental Bodies Wis. Stat. § 19.81 - 19.98. Parents and community members will serve on committees to advise the KVFSGC as spelled out in the Bylaws of the Kickapoo Valley Forest School Governance Council Ltd.

- A. The Charter School will be directed by an independent KVFSGC that has been organized as a Wisconsin nonstock corporation Kickapoo Valley Forest School Governance Council Limited and will consist of not less than five and no more than nine voting Directors each serving a minimum two- year term. The Council may include, but is not limited to, parent(s) or guardian(s) of students, and community member(s). Non-voting ex-officio members will include Authorizer, Leadership Team representative and other KVFS staff. No members of the Charter School KVFSGC will be employees or officers of the District. 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 council.
- B. The KVFSGC will meet on a regularly scheduled basis with a minimum of seven meetings per school year. The KVFSGC will also make reports to the District Board of Education as may reasonably be requested.

**5.2 Responsibilities of Governance Council:** Bylaws as attached by Exhibit A, the Governance Council will be responsible for promoting the mission, vision, goals and education program, including curriculum, student progress, policies, procedures, and action plans for improvement of the Charter School through its decision making and public relations.

- A. The KVFSGC will make decisions regarding budgeting and expenditure approvals to ensure financial sustainability of the school. The KVFSGC will also be responsible for fundraising efforts necessary to supplement the school's revenue.
- B. The Leadership Team will ensure that competent teachers are working in the Charter School by recruiting and interviewing staff, monitoring staff performance, and approving appropriate professional development activities. Human Resource decisions will be initiated from the Leadership Team and forwarded to the LFSD. When needed input can be sought from the KVFSGC. Refer to the KVFS Staff Handbook for further details. The KVFSGC will make hiring and contract non-renewal recommendations to the School Board, who has the final say on all personnel matters. The KVFSGC will also ensure that the school is adequately staffed and that the staff is adequately compensated. KVFSGC will approve extra duty pay as appropriate.

- C. The KVFSGC will develop school by-laws, operational policies and procedures, including the school calendar and student handbook to ensure the successful implementation of the school's mission. The KVFSGC or its designees shall govern the Charter School in accordance with this contract, applicable policies of the School Board, state and federal laws, and the Kickapoo Valley Forest School Governance Council, Ltd. Bylaws.
- D. The KVFSGC will seek to make decisions through consensus, carefully considering the views of parents, students, and community members. Input may be requested from KVFS staff, administration, and District staff, as necessary.
- E. The KVFSGC will adhere to Wisconsin Open Meeting Laws.

**5.3 Autonomy:** Pursuant to ESSA § 4303(f)(2)(A) The KVFSGC has the full authority to create and monitor the mission and vision of the school, and to set forth policies and procedures of the school to achieve that mission and vision.

- A. The KVFSGC with KVFS Leadership Team recommendation, shall have autonomy and decision-making authority in areas to include but are not limited to:
  - 1. Approve budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment including the disposal and acquisition of materials and equipment and KVFS instructors use of services to consult on unique educational models;
  - 2. Calendar and daily schedule;
  - 3. Curriculum, instruction and educational programming, including how and where;
  - 4. Student Assessment;
  - 5. Leadership operations and duties evaluation;
  - 6. Will approve policies and procedures, which may include LFSD policies and procedures with specific exemptions. Refer to KVFS specific exemptions laid out in Article VI;
  - 7. Facilities Management utilized by the Charter School;
  - 8. Marketing, registration, and enrollment processing;
  - 9. Charter school operations and procedures; and
  - 10. Define a unique school culture
- B. The KVFSGC shall have the powers necessary to carry out the terms of this Contract pursuant of Wis. § 118.40(6) including:
  - 1. To receive and disburse funds for school purposes;
  - 2. To secure additional appropriate insurance;
  - 3. To enter into contracts, including contracts with the University of Wisconsin,

Viterbo University or other institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services including educational and program development and delivery that benefit the school;

4. To incur debt in reasonable anticipation of the receipt of funds;
5. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
6. To solicit and accept gifts or grants for school purposes;
7. To acquire real property for its use; and
8. To sue and be sued in its own name.

**5.4 Expenditures:** The KVFSGC shall have autonomy in determining all expenditures from LFSD allocated funds, federal/state grant funds, and donations designated for the Charter School. All donations will follow the LFSD donor guidelines. Under the directions of the LFSD Business Manager, all expenditures from the KVFS grant shall strictly adhere to all state and federal guidelines for allowable grant uses.

**5.5 Notices, Reports, and Inspections:**

- A. Agendas and Meetings. The Charter School shall provide to the District agendas and advance notice of all meetings of the KVFSGC and its committees. Meetings of the KVFSGC and its committees shall be governed by Robert's Rules of Order, Newly Revised, and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.
- B. Governmental Agencies: The Charter School shall promptly notify the District when the Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailing.
- C. Legal Actions: The Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, or its students.
- D. Certain Reports: The KVFSGC shall provide such information and non-periodic reports at the District shall reasonably deem necessary to confirm compliance by the Charter School with the terms and conditions of this Contract.
- E. The Charter school shall provide the LFSD all information necessary for the authorizer's annual report to the state superintendent and legislatures under 118.40(3m)(f).

**5.6 Staffing:** Staffing will follow the general contract of the La Farge School District. Staffing patterns will reflect the ratio of students in order to meet the needs of students and provide the educational goals of the Charter school. KVFS will have a transparent process for posting and

hiring of staff. The School District of La Farge does not discriminate in its policies and practices regarding its students and employees. The District does not discriminate on the basis of any characteristic protected under state law, federal law or Department of Education regulations including, but not limited to, age, sex, race, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, or physical, mental, emotional, or learning disability.

- A. **Methods employed to review qualifications:** Methods implemented to review qualifications must be met by individuals employed by the school, assuring that every teacher, supervisor, administrator or professional staff members hold a certificate, permit or license issued by the department before entering duties for such a position Wis. Stat. §118.19 (10) and 121.02 91)(a)2, include but are not limited to background checks and procurement of proof of licensure.
- B. **Teaching and Support staffing:** Staff allocation for KVFS FTEs will be contingent upon student enrollment and needs of the school. As a target it is a goal of KVFS to staff each classroom with a paraprofessional staff and a teacher. Job descriptions will be created by the Leadership Team.
- C. **LFSD Administrative assistance:** Will be provided as needed.

#### 5.7 **Staff Qualifications and Personnel Issues:**

- A. **Licensure:** The District will ensure that all teachers hold a current license of permit as required by law.
- B. **Hiring or Employment of Faculty:** Candidates for teaching positions at the charter school must demonstrate passion for the KVFS pedagogy of education. There will be annual training and professional development to support teacher growth and learning; teachers will assist in determining the focus of these training giving them an increased commitment and interest in the material. All employees at the Charter School will be employees of the District and employed pursuant to the District's standard individual employment contracts.
- C. **Evaluation:** The KVFS staff will be evaluated by using Educator Effectiveness in pursuant of Wis. Stat. sec. 115.415 . Staff evaluations will be congruent with the KVFS mission, vision and philosophy.
- D. **Professional Development:** The Leadership Team shall approve a professional and in-service plan and schedule. The teaching team may opt out of professional development offered by the District, unless required by state or federal law. If federal or state funds are available to the District for teacher training, and the Charter School teachers qualify for use of such funds, the District shall provide the Charter School with the proportional share of such funds.

- 5.8 **Background Checks:** The Charter School employees (including Teachers and other staff) and volunteers, shall be subject to background screening as deemed appropriate by the District consistent with Applicable Law. The Charter School shall not assign any employee or volunteer to teach or otherwise have access to students until the District or its designee investigates and

determine there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned.

- 5.9 Health and Safety:** In accordance with Wis. Stat. §118.40 (1m)(b)8, all state and local health and safety regulations and building code standards will be followed at all LFSD locations at which the Charter School may be located and will be part of any facilities use agreement. In addition, the health and safety policies applicable to all LFSD schools shall equally apply to the Charter School. The Charter School will abide by all local, state and federal laws and regulations regarding health and safety standards. In addition, all health, safety, and wellness policies and procedures of the District applicable to non-charter schools shall apply equally to KVFS. School nursing services shall be provided on a periodic and as needed basis. The Charter School shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School. The Charter School will use the following:
- A. Incident reports and other forms will follow the same form requirements as the LFSD and be properly filled out and documented.
  - B. Each classroom teacher will be issued a LFSD cell phone, two way radios, or other communication devices that are required to be kept on the staff at all times. The cell phone provider should reach most highly traveled areas at KVR. All staff should follow the LFSD Technology Use Policy.
- 5.10 Audits:** In accordance with Wis. Stat. §118.40 (1m)(b)11: The Charter School shall comply with annual audits of the financial and programmatic operations of the Charter school conducted by the authorizer. The implementation benchmarks described in Article VII will serve as the audit criteria.
- A. **Financial Operations:** The Charter School must conduct a separate and individual audit from the LFSD while receiving federal grant funding. The scope of the annual audit will be determined by the KVFSGC and conducted at the expense of the LFSD or with the use of grant funds. The Charter School will participate in all financial audits and comply with all audit procedures and requirements of the LFSD audit terms as contracted by LFSD.
  - B. **Programmatic Operations:** Implementation Benchmarks established by the KVFSGC in Article VII will provide the basis for an annual programmatic audit by the authorizer. The programmatic audit will consist of the Charter School's progress toward student academic performance detailed in 7.4A as well as the remaining School Goals.
- 5.11 Student Rights and Discipline:** In accordance with Wis. Stat. §118.40(1m)(b)12, Students shall

be subject to the KVFSGC Policies on appropriate behavior and guidance as outlined in the family handbook. Upon enrolling, all students shall be notified of their rights, responsibilities, and expectations.

- A. Students will be held accountable for their actions and behavior while participating in the Charter School's learning activities, on field trips, and when visiting the school buildings and neutral sites, and are expected to comply with the District's student code of conduct and applicable Charter School policies. Teachers, other staff, and students will be subject to policies established by the District and the Charter School for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.
- B. The Charter School shall follow all relevant state statutes and LFSD policies regarding student rights and guidance. Guidance issues shall be handled by the teacher with parental involvement and in some cases with the Leadership Team or designee; extreme situations shall be referred to LFSD administration.

If a student fails to follow the Charter School family handbook, and fails to implement an improvement plan developed in cooperation with the Charter School, the student, and the parents or guardians, the student may be transferred from the Charter School.

- C. Kickapoo Valley Forest School School guidance policies are reviewed on an annual basis and any revisions are approved by the Leadership Team and shared with the KVFSGC, LFSD and KVFS families.

#### **5.12 Special education and related services:**

- A. Special education and related services will be provided by the District pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504).
- B. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.
- C. Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.
- D. The Charter School shall comply with Applicable Law, which may change and include, but is not limited to:
  - a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;
  - b. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;

- c. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
- d. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213;
- e. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.;
- f. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
- g. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- h. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
- i. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. Seq. If Applicable Law requires the District to take certain actions or establish requirements with respect to the Charter School, the Charter School shall cooperate with those actions and comply with those requirements.

- E. Students with special educational needs will be evaluated and an Individualized Educational Plan will be created. KVFS will work with district personnel such as a school psychologist, speech and language clinician, physical and occupational therapists, and special education teachers to create this plan. KVFS will be involved with the LFSD Child Find.
- F. The LFSD will work with KVFS to ensure that Special Education services are offered in a consistent manner and with the program schedule of the Charter School in order to maintain the integrity of the KVFS educational program.

**5.13 Remedial Services:** The Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other schools in the District, in a manner consistent with the distribution of such resources to other programs in the District.

**5.14 School Facilities:** In accordance with Wis. Stat. §118.40(1m)(b)14: The LFSD shall provide a minimum of one classroom for each class of up to twenty students enrolled in KVFS. All classrooms will be sited at the same facilities and contained within proximity to each other. Distances between the facilities will not impinge upon the educational programming of the school. Every effort will be made to equitably resource the KVFS classrooms as the other schools in LFSD so that KVFS students and staff are able to learn and teach in a safe and effective environment.

The LFSD shall ensure that lavatory facilities are available for use by the KVFS and will provide them when absent for the KVFS host site.

The LFSD will work with the KVFSGC to provide suitable storage facilities for equipment as needed. These facilities may be located in the LFSD building or at another designated site. The LFSD shall provide for normal operational costs such as the use of the facilities, heat, and utilities. In addition, the LFSD shall provide food service and transportation to and from KVFS



on dates the other LFSD schools are in session. Any decision about the location of the KVFS shall be mutually agreed upon between the KVFSGC and the LFSD School Board. Refer to the Kickapoo Valley Reserve and the La Farge School District Facilities Agreement for more details.

**5.15 School Facilities and Liability Insurance:** The effects of the establishment of the charter school on the liability of the school district in Pursuant to Wis. Stat. § 118.40(1m)(b)15:

As an instrumentality of the LFSD, the KVFS will fall under the umbrella of the District's liability insurance.

- A. **Facilities:** The LFSD 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 LFSD shall insure all ordinary and reasonably foreseeable risks related to operation of KVFS including liability, property, worker's compensation, errors and omissions, and comprehensive coverage.

**5.16 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, KVFSGC agrees to indemnify, defend and hold LFSD 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 KVFS of any provision of this Agreement; b) Failure by the KVFSGC to comply with all applicable law, relating to this Agreement or operation of KVFS, 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 the KVFSGC, or its employees or agents in connection with the performance of the obligations of the KVFSGC under this Agreement. The obligation of the KVFSGC to indemnify and hold harmless under this Section 5 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 LFSD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this Section 5, survive the termination of this Agreement.

- B. Indemnification of KVFS Governance Council.** 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, LFSD agrees to indemnify, defend and hold the KVFSGC 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 LFSD of any provision of this Agreement; or b) Any negligent or willful act or omission of LFSD, the LFSD Board of Education or its employees or agents in connection with the performance of the obligations of LFSD under this Agreement. The obligation of LFSD to indemnify and hold harmless under this Section 16 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 the KVFSGC or its agents and employees. The obligations set forth in this Section 16 survive the termination of this Agreement.
- C. Indemnification Procedure.** Any Party entitled to indemnification under this Section 16 (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. Indemnifying Party Fails to Defend.** 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 16 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 16 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 LFSD.** The obligation of LFSD to indemnify KVFS is limited by the provisions of Section 893.80 of the Wisconsin Statutes to the full extent such statute affords limitations or immunities to LFSD, LFSD not intending to waive any such provisions.

**5.17 Collaboration, Coordination, and Cooperation:** The School Board shall not prohibit the KVFSGC to assist the KVFS with its planning and preparations in order to ensure the successful implementation and operation of KVFS consistent with the terms of this contract. KVFS shall strive to involve interested community stakeholders.

- A. In addition to the role of parents on the KVFSGC, KVFS will have a parental/guardian advisory board called the Family Circle which may have a representative available to report at KVFSGC meetings in an advisory, non-voting, position. In addition, KVFS will hold family meetings annually to inform all school families of the KVFS's mission, educational program and new initiatives and strategic plans. KVFSGC members are welcome and encouraged to participate in the Family Circle. The Family Circle will build a community of families and investment in the school.
- B. Parents and Community members are welcome and encouraged to share expertise and time to participate on the committees of the KVFSGC. These include:
  - 1. Public Relations and Marketing
  - 2. Development
  - 3. Programs and Services
  - 4. Finance and Fundraising
  - 5. Food Security
- C. All parents and legal guardians of KVFS students are considered "members" of the KVFSGC. These members are given opportunities to vote on decisions such as the KVFSGC board of directors in accordance with the KVFSGC Bylaws.

**5.18 Charter School Funds:** In accordance with Wis. Stat. §118.40 (3)(b)n, in return for state aids generated by KVFS, the District agrees to provide an annual allocation per student for students enrolled in KVFS as of the Third Friday of September. The Parties will review and renegotiate the allocation per student on an annual basis with the minimum amount being determined prior to the start of the school year. If the Parties cannot agree on the allocation per student, the allocation shall be no less than the previous year's revenue share.

- A. **Grants and Gifts:** It is agreed that grants may be pursued by the KVFSGC. The LFSD BOE agrees to allow and support the application and acceptance of grant funds by the KVFSGC. The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of the Charter School at the time the application is submitted to the funding authority. The LFSD will maintain appropriate accounting for each grant.
- B. **Federal Funds:** In pursuant to ESSA § 4303(f)(1)(A)(iii) the Charter School will

address how the LFSD will allocate federal funding for which the charter school is eligible by doing the following: LFSD administrators will work with KVFS to allocate federal funds for which the KVFS is eligible. The funds will be allocated in an amount consistent with the LFSD schools. Administrative fees will not be billed at a higher rate than what administrative costs actually are. Fees must be justified and documented.

- C. **Administrative Fees:** Administrative services will be provided by the LFSD. The per-student revenue in excess of the amount allocated to KVFS will be used by the LFSD for these services among others including, but not limited to, technology support, food services, counseling services, nursing services, transportation services, and the necessary special education services to meet the needs outlined in student IEPs.
- D. **Operational Budget:** Not less than 45 days after the close of the open enrollment period for the upcoming year of each year during the term of this Contract, the LFSD Business Manager, KVFS Administrator and the KVFSGC shall develop and submit to the District an Operational Budget for KVFS based upon projected enrollment. Upon District approval, operational funds shall be available to KVFS at the same time and in the same manner they are made available to other schools within the District.
  - a. In the event KVFS incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, KVFS shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the parties shall convene a committee made up of the Superintendent, Business Manager, Leadership Team designee and the KVFSGC President or Treasurer to review the revised operational Budget and to negotiate in good faith regarding the request for additional funds. In no event shall the amount of additional funds provided to the KVFS affect the following year's allocation of revenue. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.
- E. **Purchases:** Tangible materials or equipment purchased by KVFS with non-federal grants or donor dollars will be the property of KVFSGC Ltd. and will be labeled as such. KVFS will follow LFSD procurement policy and other purchasing procedures.

If KVFSGC Ltd purchased materials or equipment become outdated or inoperable, it will be the KVFSGC Ltd responsibility to maintain and/or replace, sell, or dispose this material/equipment.

Tangible materials or equipment purchased by the KVFS with WCSP funds will be the property of the KVFSGC and will be labeled as such and will be its responsibility to maintain and replace. The materials/equipment purchased with District funds will be the

property of the District and its responsibility to maintain or replace. The sale or disposal of this material/equipment will be according to the District's specifications.

**F. Personnel:** Full-time Equivalents (FTEs) will be allocated to KVFS in the same manner as it does for all District schools. As the school's enrollment grows, the necessary FTEs will increase accordingly. Specialists will be allocated as determined by the District. Pupil services will be provided through the District as determined by the District.

- a. The District will provide staffing for special education staff based on students' individualized education plans. If funding allows, the District will provide staffing for a part-time or full-time Administrative Assistant whose hours will be determined by need and budget.
- b. The District will have oversight on all custodial and maintenance services, equipment, supplies and training. The District will make an agreement with the KVFS school site to include custodial and maintenance services. See attached Facilities Agreement for detailed information.

**G. Curriculum:** A quality curriculum at the Charter school will be sustained through the District at the same rate as other District schools through LFSD textbook replacement/adoption funds. These funds will be for purchase of books and instructional materials. Curriculum services/materials in addition to what the District supports will be purchased by KVFSGC.

**5.19 Transportation:** LFSD shall provide daily transportation to and from the Charter School. Open-enrolled students shall be responsible for their own transportation to the Charter School. The District may provide transportation to the school from the District boundary or designated meeting spot. The District will permit a non-resident student to ride District transportation if space is available on a regularly-scheduled bus route. The District will provide in-District transportation for a non-resident student with an identified disability for whom transportation is required by his/her IEP.

**5.20 Kickapoo Valley Forest School public announcements:** Any publication, news release, or the like that the LFSD or KVFSGC produces that contains detailed information or descriptions of the Charter School shall be proofread in advance by the Leadership Team or its designee. No changes/alterations will be made of the Charter School's logos without prior written approval of the KVFSGC.

**5.21 Food Service:** Students in the Charter School may participate in the District's School Lunch program. Further, Charter School students will be eligible for free and reduced lunch according to the same federal guidelines and in the same manner as all other District students.

**5.22 Quality Controls:** Agreed between the charter school and the authorizer in pursuant with ESSA § 4303(f)(1)(C)

- A. **Site Visit:** The Charter School shall permit any designee(s) of the Superintendent to visit or inspect the Charter School facilities at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of the Charter School. The Charter School shall be given reasonable notice of such an inspection.
- B. **Students Records:** Students records and other data will be accessible upon request and will be housed at the LFSD.
- C. **Accounting:** The Authorizer will have full access to budgeting and accounting of KVFS. Notice of Annual Budget. The Grantee shall provide LFSD with a copy of the proposed annual Charter School budget for the upcoming academic year no later than the June 1 immediately preceding the beginning of each such academic year. Section 6.2 Other Notices. (1) Agendas and Meetings. The Charter School shall provide to the LFSD agendas and notice in advance of all meetings of the KVFSGC. (2) Governmental Agencies. The KVFS shall immediately notify the LFSD when either the KVFS receives any correspondence from the Department or the United States Department of Education that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings. (3) Legal Actions. The Charter School shall immediately report in writing to the LFSD any litigation or formal legal proceedings in which the Charter School is a party or alleging violation of any Applicable Law with respect to the Charter School. (4) Reporting Data. The KVFS shall provide the LFSD with all information necessary for the Office to assemble the reports required by Wis. Stat. § 118.40(3m)(f).
- D. **Certain Reports.** The Grantee shall at its expense provide such information and nonperiodic reports as the LFSD shall reasonably deem necessary to confirm compliance by KVFS with the terms and conditions of this Contract.
- E. **Inspections.** The Charter School will work with the LFSD to allow for at least one formal visit to the Charter School each year during which time the LFSD representative shall inspect Charter School's operations. The Charter School shall make reasonable efforts to accommodate any informal visits to the Charter School that the Authorizer may request.

**5.23 Student Records:** All Charter School records, including student records, will be maintained and retained in compliance with District policy. The Charter School will adhere to state and federal laws pertaining to record retention and disclosure of student records. The KVFSGC shall grant any designee(s) of the Superintendent upon reasonable notice the right to inspect and copy any and all Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the school staff and shall comply with all Applicable Law regarding student records.

- 5.24 Parent/Guardian Involvement:** Parental involvement is critical for the success of the Charter School's students. Parent and community ties to the Charter School will be strong. Families of KVFS students will develop a positive relationship with the school, its teachers, and their children due to consistent school-home communication and support, and input on and/or through the school KVFSGC. Contact with families shall be frequent. There will be many opportunities for parents/guardians to attend seasonal celebrations, fundraisers and informational events. Families will be encouraged to participate in the Family Circle.
- 5.25 Non-Discrimination:** The School District of La Farge and Kickapoo Valley Forest School does not discriminate on the basis of sex, race, color, national origin, ancestry, religion, creed, pregnancy, marital or parental status, sexual orientation, gender identity or gender expression, physical, mental, emotional or learning disability or handicap in its education programs or activities. The KVFS is committed to promoting equal opportunities for all students, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion or sexual orientation. Children at the Charter School are entitled to participate fully in the educational process free from discrimination, harassment, intimidations and bullying. KVFS will take affirmative steps to combat racism, sexism and other forms of bias. KVFS will work to prevent and respond to acts of hate, violence and bias-related incidents in an urgent manner. KVFS will teach and inform students about their rights and rights of others in order to increase awareness and understanding to promote tolerance and sensitivity. The KVFS will adopt and implement the District complaint process to receive, investigate and resolve complaints of discrimination, harassment, intimidation, and bullying.
- 5.26 Schedule:** LFSD-provided services shall be scheduled whenever possible not to interfere with daily schedule and flow of KVFS educational programming. Where possible these services should be integrated and aligned with the programs, services, and curriculum. Such programs and services may include, but are not limited to:
1. Speech and Language
  2. Title 1 services
  3. English as a second language
  4. Special Education services, when appropriate and in accordance with the IEP
  5. Specials such as gym, music, library and art
  6. Food Service
  7. Nursing Service
  8. Picture Day
- 5.27 Pre-opening Requirements:** The following will include the 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 includes but not limited to:
1. Thorough Risk Assessment defined and reviewed for Skills Booklet, Points of Interest, and day to day operations of school.
  2. Staff Handbook and Family Handbook clearly states all foreseen risk and all parents and/or guardians agree to the assumption of risks.

3. The Facilities Agreement between the La Farge School District and the Kickapoo Valley Reserve will ensure that students will have continued access to restrooms, warm and dry classroom space suitable in size for the number of children attending school each year.
4. Students will have access to proper clothing.
5. WI Department of Public Instruction Charter School Assurance of Readiness is completed.

## Article VI

### Exemptions from Requirements

**6.1 Applicable State Law:** The Charter School will take all allowable exemptions and waivers provided by Applicable State Law and school board policies in pursuant of ESSA § 4303(f)(3)(B) in order to maximize flexibility in the Charter School Program. This includes, but is not limited to:

- A. **118.02 Special observance days:** The KVFS GC may opt out of special observance days that are outlined in Wisconsin state statute. KVFS will focus on inclusive and diverse historic and current role models and their contributions.
- B. **118.03 Textbooks:** KVFS will use a variety of multimedia material to further academic concepts. Further, teachers will supply appropriate resources to students when learning particular academic concepts. Changes in instructional materials will involve the KVFS Leadership Team.
- C. **118.045 (1) No public school may commence the school term until September 1:** KVFS may begin the school year prior to September 1. The start of the school year will be determined by the KVFS GC.
- D. **118.06 Flag, pledge of allegiance, and national anthem:** The KVFS GC will determine policies regarding the pledge, flag, and anthem.
- E. **118.11 School Fences:** KVFS will utilize its host properties facilities which may or may not be fenced.
- F. **118.16(4) (a) School attendance enforcement & 119.18 Board powers: (6) School Calendar, (7) School Hours, (8) School Closed:** It will be guided by the LFSD calendar. The Governance Council will establish the calendar on an annual basis. KVFS may need flexibility on school hours due to weather/ site conditions and other emergencies. The Governance Council will determine if and when instructional hours will need to be made up in a face-to-face or another format. The Leadership Team will recommend the duties of the KVFS staff on days that are differently scheduled than the LFSD.
- G. **118.235 Lunch period for teachers (duty free break):** In order to build school culture, teachers may sometimes spend their lunch with students and may not receive a midday duty free break.
- H. **118.27 Gifts and grants:** The KVFS Governance Council will be able to receive gifts and grants directly. The KVFS Governance Council will be able to have its own 501c3 status and maintain its own bank account.
- I. **118.35 Programs for gifted and talented pupils:** Gifted and talented students will be served within the KVFS universal program. When possible KVFS will utilize opportunities within the LFSD programs for gifted and talented pupils.



- J. **118.53 Attendance by pupils enrolled in a home-based private educational program:** Due to the integrated nature of KVFS, students may not enroll for a single course.
- K. **Physical education teacher:** Wisconsin Administrative Code Chapter PI 8.01, School district standards, (2)(j) and (k)). General education outside exploring nature along with lessons on group games and basic skills like ball throwing will be integrated into everyday activity. The Charter School will meet the general physical education requirement under Wisconsin Administrative Code Chapter PI 8.01, (2)(L)). General Education teacher will administer physical education on a daily basis receiving consultation guidelines from the LFSD licensed physical education teacher.
- L. **Library and media services:** Provide library media services to all pupils as follows: “to pupils in grades kindergarten through 6, library media services which are performed by or under the direction of licensed library and audiovisual personnel; and to pupils in grades 7 through 12, library media services which are performed by licensed library and audiovisual personnel.” Districts must also provide a long-term plan for library services, ensure that a library program (and the materials needed to support it) are provided, and must be consulted about purchases made with the Wisconsin Common School Fund. Chapter PI 8 SCHOOL DISTRICT STANDARDS. (2016, March). KVFS will work with the Licensed Library personnel at the LFSD, the public Lawton Memorial Library and the Winding Rivers Library System, as well as create a school library on-site at the Charter school. KVFS will be allotted the appropriate allocation of the Common School Fund allowing resources to go directly to KVFS.

**6.2 School Board Policies:** The Charter School will adhere to the Authorizer’s policies. The Charter School will be exempt from the following District policies listed below in pursuant of ESSA § 4303(f)(3)(B).

- A. **1100 District Organization:** The Leadership Team will make recommendations on the organization of the school. The Governance Council will make such decisions including but not limited to; grades for each class served by the Charter School.
- B. **2131.01 Reading Instructional Goals and Kindergarten Assessment:** KVFS will create and choose their own reading curriculum. When necessary, KVFS will work with the district Reading Specialist. The Leadership Team shall select the reading assessments that will allow for comparison with their same peer group of the LFSD student body.
- C. **2210 Curriculum Development:** The Leadership Team will develop and maintain the curriculum for the Charter School with oversight from the Governance Council.
- D. **2230 Course Guides:** If course guides will be used, the Leadership Team will determine which course guides will be used.
- E. **2510 Adoption of Textbooks:** KVFS will use a variety of multimedia material to further academic concepts. Further, teachers will supply appropriate resources to students when learning particular academic concepts. Changes in instructional materials will involve the KVFS Leadership Team. .
- F. **3130 Assignment and Transfer:** No staff shall be assigned or transferred to KVFS from within the LFSD without first going through the KVFS application process. If there is a job opening every candidate must apply for the position.

- G. **5830 Student Fundraising:** Will be permitted in accordance with this policy. Additionally the Governance Council may help advise and approve student-fundraising proposals.
- H. **6231: Budget Implementation:** The LFSD places the responsibility of approving and providing oversight of the KVFS budget with the Governance Council.
- I. **6605 Crowdfunding:** Will be permitted in accordance with this policy. Additionally the the Governance Council may help advise and approve crowdfunding resources, methods, procedures and purposes.
- J. **6610 Student Activity Fund:** The Student Activity Fund created at the Charter School, will be used specifically for the Charter School and be easily accessed by KVFS teachers.
- K. **7230 Gifts, Grants Bequests:** Will be permitted in accordance with this policy except the Governance Council will reserve the right to decide which type and in which manner gifts will be accepted and received according to KVFS GC policies.
- L. **8210 School Calendar:** The Governance Council will set the school calendar. KVFS may need to be closed for additional days different than LFSD due to extreme weather conditions OR other emergencies which would impact the health and safety of the students and staff. Additional instructional make-up days may or may not be scheduled and required for KVFS students.
- M. **8500 Food Service:** Cafeteria facilities will not be required at the Charter School. The LFSD will bring food to the Charter School on a set negotiated schedule. Breakfast and lunch will be provided. When needed, heating and cooling will be provided by LFSD. Children will eat either in their classroom or outside. In addition, the Charter School will provide additional Food Security through local Community Partnerships and Farmers.
- N. **9111 Telephone Communication:** In addition to the information laid out in this policy all teaching staff will be issued a wireless communication device as their primary communication tool with the office.
- O. **9210 Parent Organizations:** The Charter School will have its own Parent/Family Organization that works closely with the Governance Council and the Leadership Team.
- P. **9700 Relationships with Special Interest Groups:** Any relationship that the LFSD partners with, if planning to include KVFS, must seek additional consent from the Governance Council. The KVFS GC will exercise its autonomy to choose to partner with current and future LFSD organizational relationships as well as additional organization groups chosen by the Governance Council. This is in accordance with the LFSD Policy **9700.01 Advertising and Commercial Activity.**

## Article VII Schools Goals

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.

**7.1 School Goals:** The purpose of Kickapoo Valley Forest School is to improve student skills through Place-based, child-led pedagogy set in a forest school model. Children learn by being immersed in the natural world. Students will be given regular access to natural play spaces, community resources and the rich, wild Kickapoo Valley region as a whole. The daily schedule will provide ample time for play in nature. Students and teachers will routinely venture into the community to work on projects, provide service, and participate in field experiences with our School Partners.

**7.2 Goal 1: Effective, efficient and autonomous governance**

The Kickapoo Valley Forest School will be governed by the Kickapoo Valley Forest School Governance Council (KVFSGC), which will provide effective and efficient implementation of the school vision, and oversight of the policies, personnel, and budget for the school.

**Implementation Benchmarks**

- A. **Performance Measure: Professional Development for Governing Council:** Deliver extensive training on charter school management (by-law creation and oversight, fiduciary oversight, Robert's Rules of Order, marketing, family engagement, fundraising, strategic planning, and assessment/evaluation, and general pedagogical training) to ensure sustainability of the Kickapoo Valley Forest School.
- B. **Annual Review:** The school's success in fulfilling its commitment to its vision and mission will be reviewed annually at the KVFSGC retreat. The school will use staff, family and Governance Council director surveys to determine areas of needing improvement. The KVFSGC will use this data to set annual goals.

**7.3 Goal 2: Highly qualified teachers**

As a result of focused and sustained professional development all KVFS teachers will have the knowledge and skills to be effective practitioners of place-based forest school education. Other instructional specialists (special education, school counselors, music, physical education, art) from the La Farge School District will provide support in their areas of expertise. KVFS will provide LFSD instructional specialists, educators and community partners in the Driftless Region with training and educational opportunities to understand place-based forest school education.

**Implementation Benchmarks**

- A. **Academic and financial performance:** The District and the KVFSGC shall review the academic and financial performance of the Charter School annually. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District

schools. The Charter School Leadership Team and Superintendent will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District.

- B. **Results:** At the end of each school year during the term of this Contract, the Charter School shall provide to the District the following:
  - 1. Demographic data of school
  - 2. Results of State-required Testing
  - 3. Results of Annual School Report Card
  - 4. Results of student growth (school-chosen adaptive test)
  - 5. School Scorecard
  - 6. Results of Staff and Parent Engagement Surveys
- C. **Meeting Standards:** At the end of each school year during the term of this Contract, the Charter School shall provide to the District a report stating whether the Charter School met the standards set forth in the Department's accountability system. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.
- D. **Professional Development:** The staff will be supported by professional development. The professional development plan will be designated by the Charter School staff and Leadership Team. Evidence of PD will be provided and used as part of teacher evaluation. During the first four (4) years of implementation, charter school teachers and staff will have opportunities for coaching sessions each quarter during the school year from consultants and other trainings.
- E. **Student success:** Staff will be measured by records and teacher evaluations as well as student progress and end of the year narrative reports. Evidence of teacher participation in professional development will be the responsibility of each teacher.
- E. **Professional learning plan:** Educator Effectiveness will be used as a tool to monitor teacher progress and area of development. Documentation of meeting notes and amendments to the teacher's plan will be recorded along with evidence collected over a three year cycle. A qualified administrator will perform staff evaluations.

**7.4 Goal 3: Nature immersion and play in a place-based learning environment prepares students to be lifelong learners and responsible adults:**

Working with consultants and curriculum experts, the charter school will develop an innovative

place-based curriculum that is based upon child-led play within a forest school model. KVFS core educational goals are rooted in the following tenants:

- **Develop Confidence:** Students are developing risk assessment skills through opportunities to play freely in nature. Through personal exploration students come to understand their own limitations, capabilities, and possibilities for growth. These opportunities give children the skills to make positive choices throughout their lives.
- **Ownership of work:** KVFS believes that through free choice, free play and developmentally appropriate activities the child will choose the work that is most meaningful for them. This meaningful work reflects important skill development and a sense of pride and accomplishment. When a child is given the opportunity to take ownership of their work their learning will be true, deep and long lasting. Through this work the children are creating themselves; the self-knowledge and confidence that will lead to success later in life.
- **Working Cooperatively:** Through free play in multi-age classrooms children will be given ample opportunities to develop their social and problem solving skills. KVFS believes that being able to work cooperatively is just as important as any other skill learned at school.
- **Environmental Attunement:** With constant exposure to the natural world students will become attuned to the environment around them. Students will gain the skills and attention to notice and begin to understand natural cycles and the complex wisdom of the natural environment. This will help develop a positive relationship with the natural world and will lead children to become stewards of the land.
- **Skill Development:** Through opportunities to follow the child's natural interest in the world, children will be led to become proficient in the skills that will help them pursue their personal interests. With an increased skill set students will gain increased independence to do things on their own.

## **Implementation Benchmarks**

### **A. Performance Measures**

**i. Reading Achievement:** Close gaps in achievement by integrating the Wisconsin Model Early Learning Standards for Language Development and Communication, and the Wisconsin State Standards for English/Language Arts in a sensory-rich and engaging natural and inquiry-based curriculum. Achieve a percentage of Kickapoo Valley Forest School students scoring proficient or advanced on a nationally-normed assessment of reading readiness (which may include: aReading or EarlyReading by Fastbridge Learning) that is the same or higher than that of the La Farge School District.

**ii. Mathematics Achievement:** Close gaps in achievement by integrating the Wisconsin Model Early Learning Standards for Mathematical Thinking and the Common Core Standards for Mathematics in a sensory-rich and engaging nature- and inquiry-based curriculum. Achieve a percentage of Kickapoo Valley Forest School students scoring proficient or advanced on an assessment of early numeracy (which may include: individual Growth & Development Indicators of Early Numeracy of earlyMath/aMath by Fastbridge Learning) that is the same or higher than that of the La Farge School District.

**iii. Social-Emotional Development:** Engage students in play-based, inquiry-based, and child-led curriculum, integrating explicit instruction in collaboration, conflict resolution, and mindfulness to support children's social and emotional development.

**iv. Developmentally Appropriate Practice:** Provide a rich and developmentally appropriate forest school curriculum incorporating the Early Childhood Environmental Education principles through: A) Research and inquiry into best forest school practices B) Creating authentic forest learning activities C) Ensuring a child-centered & inquiry-based approach to planning & instruction D) Considering the whole child in all stages of planning and implementation.

**v. Teacher Observation:** Monthly review of observational data will be conducted by the teachers in their Professional Learning Community (PLC).

B. **Retaining highly effective teachers:** Retain teachers with both environmental education and certification by Wisconsin's Department of Public Instruction. Maintain effective teachers with professional development and continued training in Environmental Education and other non-traditional educational methods as well as touring other schools employing these methods and by measuring attendance and staff participation.

C. **Clear and transparent on-going formative assessments:** Use assessments to monitor student progress within an articulated framework of the Charter School curriculum standards co-aligned to recognize the common core standards at the state and federal levels.

D. **Maintain Verifiable Records of Student Progress:** Commit to developmentally appropriate high academic standards measured through student achievement tracking with a common tool which could be Fastbridge.

- E. **Curriculum:** The Charter School will develop and follow a place-based forest school learning curriculum scope and sequence that draws from academic learning targets for common core standards, Wisconsin Academic Standards, and 21st Century Skills; evidenced by yearly calendar and daily schedule along with assessment rubrics and staff meeting notes.

#### 7.5 **Goal 4: High degree of parent and community support and involvement:**

The charter school will be a place where parents and community members are invited to volunteer. KVFS will offer many opportunities for family and community education, and through outreach, community events and our relationships with School Partners, will build an active KVFS community circle. KVFS understands the importance of creating community in the classroom, school and in our broader community. Through our work with School Partners students will gain a sense of belonging within our richly skilled and diverse community.

#### **Implementation Benchmarks**

- A. **Family Engagement:** Develop strong relationships with Forest School students' families and provide rich, varied, and frequent opportunities for families to engage with Forest School staff and programming to promote student growth.
- B. **Community Engagement:** Establish partnerships with local and regional businesses, non-profit organizations, and human services to enhance curriculum and instruction, provide professional development, offer opportunities for family engagement, and build connections between KVFS and the communities it serves.
- C. **Partnership between home and school:** Offer parents/guardians opportunities to become deeply involved in their children's education; promoting the creation of a culturally rich and meaningful community connection. Satisfaction will be measured by surveys done annually, with family focused groups, and promotional material and attendance records of community events.

#### 7.6 **Goal 5: High level of student and family satisfaction:**

KVFS will give ample opportunities for clear and honest communication. KVFS families will be offered informational and community events, monthly newsletters and weekly communication from their classroom teacher. KVFS will strive to be transparent about risk exposure and pedagogy to provide families with a full understanding of the environment that their children are enrolled in. Instructional methods used in the charter school will develop a culture that provides teacher and peer support, choice in learning, respect of one another, and individual recognition. Students will develop a sense of belonging, autonomy, and competence, and will be engaged in their schooling such that parents/guardians will notice that their children enjoy school. The KVFS

will strive to create a sense of family and community belonging through all school festivals and opportunities to celebrate the learning of their children.

### **Implementation Benchmarks**

- A. **Equal access to all:** Measured by a comparable student to community demographic.
- B. **Annual Survey:** A cooperative, non-competitive environment in and out of the classroom engaging the children intellectually, emotionally, socially and physically. Satisfaction will be measured by student and parent surveys done annually, family focus groups, student interviews, student progress and end of the year narratives.

### **7.7 Goal 6: Financially stable and sustainable**

The charter school will establish a business plan based on enrollment and a “fair share” of the average school district expenditure per student. The number of pupils enrolled in the charter school will be sufficient to operate the school. The enrollment goal is 64 pupils however opportunities to expand will be taken into consideration. The minimum enrollment of 24 pupils is necessary for the school to open. The number of faculty will be adjusted based upon the final enrollment.

Grounded in professional standards for sound financial operations and sustainability, KVFS per pupil enrollment is sufficient enrollment to support staffing, facilities rental fee and programing needs. Using the district approved accounting, the annual budget shall not have an overall deficit without prior approval of La Farge School District. The KVFSGC will maintain a positive cash balance in all opened accounts.

### **Implementation Benchmarks**

- A. **Budget Allocation:** Annual enrollment will justify a “fair share” of budget allocations from the school district that is sufficient to operate and sustain the charter school.
- B. **Budget:** The KVFSGC, Leadership Team, and teachers will prepare an annual budget and evidence of completion.
- C. **Grants:** The Charter School will apply for grants from State, Federal and private sources; evidence of completion will be grant documents and plans laid out within the Charter School budget.

### **7.8 Goal 7: Efficient and effective school management**

Charter school operations will be efficiently and effectively managed through the use of a Leadership Team collaboration model and support from school district administration. The means of measuring the charter school performance measures each year include:



## **Implementation Benchmarks**

- A. **Charter School records and reports:** Records and reports will be completed and submitted in a timely manner.
- B. **Annual Performance reports:** will indicate the charter school provides a safe and supportive learning environment.
- C. **Teacher satisfaction:** Teachers will report satisfaction with charter school management model evidence through teacher satisfaction surveys.

## **Article VIII**

### **Joint Responsibilities of the Parties**

#### **8.1 Annual Performance Evaluations:**

- A. The District shall review the academic and financial performance of the Charter School. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Leadership Team, KVFSGC and District Administrator will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District.
- B. During the term of this Contract, annually, the Leadership Team shall provide the KVFSGC and the District the following documents in a timely manner.
  - 1. Demographic data of school
  - 2. Results of State Testing
  - 3. Results of Annual School Report Card
  - 4. Results of student growth with LFSD adaptive test
  - 5. Results of Staff and Parent Engagement Surveys
  - 6. School Goals and Performance Measures achievement records laid out in Article VII.
- C. During the term of this Contract, the Charter School shall provide to the District a report stating whether the Charter School met the standards set forth in the Leadership Team's accountability system. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so. The KVFSGC should be the first to be notified, and then the LFSD.

- 8.2 Dispute Resolution:** The Charter School and District agree to work together in a spirit of collaboration and on behalf of the educational welfare of students and in support of the mission and vision set forth for the Charter School. Should a conflict or dispute arise between the District and the Charter School the parties will endeavor to resolve the conflict or dispute as follows:

1. If the matter is a building-level matter, the Charter School's Leadership Team, the La Farge School District, and District Administrator shall attempt to resolve the matter.
2. If no resolution is reached under paragraph (1), a representative of the KVFSGC shall attempt to resolve the matter through non-binding mediation to be conducted by a mediator and under procedures mutually agreed upon by the parties.
3. If no resolution is reached under paragraph (4), or if within 30 days of one party's request in writing to the other to engage in mediation no agreement has been reached on the selection of a mediator or procedures for mediation, the parties agree to submit the dispute to an arbitration panel composed of two members selected by the Charter School, two members selected by the District, and one member selected by the other members. The provisions of Chapter 788. Wisconsin Statutes, shall govern arbitration.

## **Article IX**

### **Contract Term, Renewal, and Termination of this Contract Property Disposal and Revocation**

This article defines the sources of organizational data that will form the evidence base for ongoing and renewal evaluation, focusing on fulfilment of legal obligations, fiduciary duties, and sound public stewardship.

- 9.1 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 12:01 AM on July 1, 2021, and shall expire at midnight, on June 30, 2026, unless terminated or renewed pursuant to the terms hereof.
- A. **Renewal:** Pursuant to sec. 118.40(3)(b), Wis. Stats., LFSD shall issue a written evaluation report of the Charter School by the end of the fourth full year of the contract. The KVFSGC shall have the opportunity to rectify any negative findings in advance of the negotiation of renewal of another five-year contract. KVFS contract can be renewed if they upheld terms of the contract with the LFSD School Board
  - B. The students enrolled in the KVFS made sufficient academic progress using multiple measures toward attaining the state educational goals under sec. 118.01, Wis. Stats.;
  - C. The KVFS complied with generally accepted accounting standards of fiscal management;
  - D. The KVFS employees, or agents provided the District accurate and complete information or documentation in the performance of this contract;
  - E. KVFS has complied with Applicable Law;
  - F. The KVFS has complied with sec. 118.40, Wis. Statutes governing charter schools;
  - G. The KVFS has sufficient enrollment, 16 (on average) per class, to successfully operate the charter school;

- H. KVFS has met the terms, conditions, promises or representations contained in or incorporated into this Contract, unless otherwise required by law or addressed herein.

**9.2 Disposal of Property:** In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the District's annual per student allocation, the Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right to first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of notice, the Charter School may sell or otherwise dispose of such property in accordance with all Applicable Law. In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the KVFSGC, the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law. In no event shall the Charter School donate property to any organization or governmental body other than the District.

**9.3 Termination by the School Board:** In pursuant of ESSA § 4303(f)(1)(C), 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.

A. **Causes:** The contract with the KVFSGB to operate the KVFS may be revoked by the School Board if the School Board finds that any of the following has occurred:

1. KVFS violated this contract with the LFSD School Board;
2. The students enrolled in the KVFS failed to make sufficient academic progress using multiple measures toward attaining the state educational goals under sec. 118.01, Wis. Stats.;
3. If students enrolled in KVFS have failed to make sufficient progress toward attaining the educational goals of their curriculum, and an extension of time to attain such goals is requested by the KVFSGC and/or Leadership Team in writing, such request shall include a written plan acceptable to the LFSD Board of Education. This plan will set out the additional steps KVFS will take to attain such educational goals within a reasonable timeframe. If the LFSD Board accepts the written plan, or a modified plan, KVFS shall be allowed a reasonable time in which to correct the progress deficiencies.
4. The KVFS failed to comply with generally accepted accounting standards of fiscal management;
5. The KVFS employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this contract;
6. KVFS has failed materially to comply with Applicable Law;
7. The KVFS has knowingly violated sec. 118.40, Wis. Statutes governing charter schools; or
8. The KVFS has insufficient enrollment, fewer than 16 (on average) per class, to successfully operate the charter school;
9. KVFS 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 LFSD asserts a material default on the part of KVFS, the LFSD will provide written notice of the specific material default asserted and afford KVFS 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.

- B. **Notice:** Written notice of termination shall be provided to the KVFSGC via certified or registered mail, return receipt requested, and shall include the stated reasons for the termination and its effective date. The LFSD will issue a provisional notice of termination on or before January 31 to be effective the subsequent July 1. Termination of this Contract may be suspended by LFSD upon compliance by KVFS with the corrective and remedial measures identified by the LFSD. 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 LFSD funds of any character will remain the property of LFSD. Funds raised by non-school groups through fundraising activities and directed to the KVFSGC or KVFS, shall be considered gifts to the KVFSGC and KVFS. All gifts and bequests shall be transferred to a non-profit environmental education organization of the KVFSGC's choosing.
- C. **Emergency Termination or Suspension:** If the School Board determines that any of the causes for termination set forth in Section 9.3A. above has occurred and the School Board reasonably determines that the cause or causes puts the health or safety of the students of the KVFS at actual risk, the School Board shall provide KVFS 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 KVFS pending further action.

#### **9.4 Termination by the Kickapoo Valley Forest School Governance Council:**

- A. **Events of Default:** This Contract may be terminated by the KVFSGC if the KVFSGC finds that any of the following has occurred:
1. KVFS has insufficient enrollment per year for more than one year, to successfully operate a public school;
  2. The School Board defaults materially in any of the terms of conditions contained in this Contract;
  3. LFSD willfully provides the KVFSGC false or intentionally misleading information or documentation in the performance of this contract; or
  4. LFSD defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
  5. The District has violated Wis. Stat. § 118.40 or other Applicable Law.
- B. **Notice:** If the KVFSGC determines that any of the Events of Default set forth in Section 9.4. A has occurred, the KVFSGC shall notify the School Board

and/or Superintendent or designee of the pertinent Event(s) of Default. The KVFSGC shall provide notice of termination effective June 30 of any year upon written notice to the LFSD School Board by January 31. When the KVFSGC asserts a material default of the part of the LFSD, the KVFSGC shall provide written notice of the specific material default asserted and afford the LFSD 60 calendar days in which to cure the asserted material default.

**C. Provisional Notice of Termination.**

1. Upon receipt of notice of the Events of Default, the District Board of Education and/or Superintendent or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or Superintendent receives the Governance Board's notice, the District Board of Education or Superintendent shall deliver to the KVFSGC a notice either approving the Governance Council's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the District intends to cure the Events of Default.
2. If a notice approving or denying the requested termination is not delivered to the KVFSGC in writing within thirty (30) days after the District Board of Education or Superintendent receives the notice, the Governance Council's notice shall be deemed an approved basis for termination.
3. If the District gives notice of its intent to cure the Events of Default, the KVFSGC shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the KVFSGC.
4. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the KVFSGC may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
5. If the KVFSGC terminates this Contract, termination shall become effective at the end of the current academic semester.

**9.5 Final Accounting:** Upon termination of this Contract, the KVFSGC shall assist the LFSD School Board in conduction a final accounting of KVFS by making available to the School Board all books and records that have been produced in preparing KVFS's annual audits and statements under Section 5.7 of this Contract.

**9.6 Equipment Disposition:** The KVFSGC shall respond to requests for the

School Board and the Department of Public Instruction for an inventory of equipment purchases with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more. All KVFS monies and property, including equipment, shall be returned to the District upon termination.

- 9.7 Dissolution:** Funds raised by non-school groups through fundraising activities and directed to the KVFSGC, KVFS, or school organizations, shall be considered gifts to KVFS. All designated and undesignated gifts and bequests become property of the KVFSGC and KVFS, and may be used as designated or as determined by the KVFSGC to offset any debt owed to LFSD upon the final accounting.
- 9.8 Severability:** If any provision of this Contract or any specific application shall be invalid or unenforceable, the remainder of the Contract, or the application of other provisions, shall not be affected, and each other provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.
- 9.9 Entire Agreement:** This is the entire agreement of the parties with respect to the subject matter contained in this Contract. The agreement shall not be amended except by written document that is approved and signed by both parties. This agreement is binding upon the parties and their successors and assigns.
- 9.10 Statutes and board policies:** If, after the effective date of this contract, there is a change in applicable law or policy that alters or amends the responsibilities or obligations of any of the parties with respect to this Contract, the parties agree to work to alter or amend this Contract in response to those changes.
- 9.11 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 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.
- 9.12 Assignment.** This Contract is not assignable.
- 9.13 Counterparts: Signature by Facsimile.** This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by electronic mail shall be considered an original for the purpose of this Contract.

## Article X

## Technical Provisions

- 10.1 Applications of Statutes:** If, after the effective date of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.
- 10.2 Amendments:** This Contract may be amended only upon the written agreement of the Parties.
- 10.3 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 provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become 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.
- 10.4 Successors and Assigns:** The terms and provisions of this Contract are binding and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 10.5 Entire Agreement:** This Contract sets forth the entire agreement among the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.
- 10.6 Non-waiver:** Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.
- 10.7 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.
- 10.8 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.
- 10.9 Governing Law:** This Contract shall be governed and controlled by the laws of the

State of Wisconsin.

- 10.10 Counterparts:** This Contract may be executed in counterparts and shall be as effective as if executed in one document. Electronic signatures shall be as effective and valid as original signatures. This Contract shall only be valid and binding upon the signatures of all parties.
- 10.11 Notices:** Whenever this Contract provides that notice must or may be given to another Party, or whenever information must or may be provided to another Party, the Party who may or must give notice or provide information shall fulfill any such responsibility under this Contract if notice is given or information is provided to: LFSD Board of Education, LFSD Superintendent, KVFSGC Board President.

Notice hereunder shall be effective if made by hand delivery to the pertinent Party 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 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.

## **Article XI**

### **Miscellaneous**

- 11.1 Governing Law:** This Contract shall be governed by, and construed, and interpreted under the laws of the State of Wisconsin.
- 11.2 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.
- 11.3 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, understanding and undertakings are superseded by this Contract.
- 11.4 Servability:** 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.
- 11.5 Applicable Law:** This Agreement shall be governed by the law of the State of Wisconsin. If this



Agreement references a provision of the Wisconsin Statutes or United States Code or implementing code, rule, or regulation, is subsequently amended, such reference in this Agreement shall be deemed to be amended to conform to the amended provisions, code, rule, or regulation.

## **ARTICLE XII**

### **Signatures**

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract. In addition, each signatory below represents that he/she has authority to act on behalf of the respective represented Party, and understands that the other Party is relying on said representation.

**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 signature the representatives of the parties confirm that they have full authority to execute this Contract in accordance with Wis. Stat. §118.40(3)(b)

#### **La Farge School District:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Aaron Nemec  
President, La Farge School District Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Holly Franks  
Clerk, La Farge School District Board of Education

#### **Kickapoo Valley Forest School Governance Council Ltd.:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawna Nelson  
President, KVFSGC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jackie Yocum  
Secretary, KVFSGC

## **Appendix**

[Bylaws](#)

[NAAEE Early Childhood Environmental Education Rating Scale](#)

[La Farge School District Policies Manual](#)