

VIRTUAL DISTRICT CHARTER SCHOOL CONTRACT

BETWEEN

**The School District of Cameron
Board of Education
Cameron, Wisconsin**

AND

**Cameron Academy of Virtual Education Incorporated
Governance Board**

July 1, 2025

This contract ("Contract") is made by and between the **School District of Cameron** ("District") and the **Governance Board of Cameron Academy of Virtual Education Incorporated** Charter School, Inc. ("Governance Board")(collectively, "Parties") to establish and operate a virtual charter school under Wis. Stat. §118.40(8).

RECITALS

WHEREAS, the State of Wisconsin allows for the establishment of virtual charter schools pursuant to the provisions of Wis. Stat. §118.40; and

WHEREAS, the District is authorized by Wis. Stat. §118.40(2m)(a) and 118.40(8) to contract on its own initiative, with an individual or group to operate a school as a virtual charter school; and

WHEREAS, the District is authorized to and has entered into an agreement under Wis. Stats., §66.0301 serving as fiscal agent, with the School District of **Cameron** (collectively, "Consortium") to establish **Cameron Academy of Virtual Education Inc.** Charter School ("CAVE"), a virtual charter school.

WHEREAS, the Charter School will be an instrumentality of and located in **Cameron, Wisconsin** for purposes of Wis. Stat. §118.40 (3)(c)(1) and (7)(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 ONE: DEFINITIONS

Section 1.1 For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- a. "Applicable Law" means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.
- b. "Charter School" and "School" mean a school to be known as **Cameron Academy of Virtual Education Inc.** and is identified as the CAVE program.
- c. "Charter School Administrator" means the Administrator of the Charter School.
- d. "Day" shall mean calendar day
 - (1) The first day shall be the day after the event, such as receipt of a notice.
 - (2) 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.
- e. "Department" means the Department of Public Instruction of the State of Wisconsin.
- f. "District" means the School District of **Cameron**, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the CAVE.
- g. "Governance Board" means the Governance Board of **Cameron Academy of Virtual Education Inc.**, as well as any successor to it that may have statutory duties with respect to CAVE.
- h. "Operational Budget" means the report created by the CAVE Administrator and Governance Board detailing the funding needs for CAVE including any expected additions to or subtractions from the CAVE fund balance.
- i. "Parties" means the District and Governance Board, through their designated representatives.
- j. "District Administrator" means the District Administrator of the School District of **Cameron School District** or any designee of the District Administrator.
- k. "Teacher(s)" means an appropriately licensed teacher(s) for CAVE.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of CAVE, the Governance Board or the Board's designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.2 The Governance Board shall be responsible and accountable for implementing the duties and responsibilities associated with CAVE established under this Contract.

Section 2.3 The Parties agree that the establishment of CAVE shall have no additional or unique effect on the general liability or obligations of the District other than those obligations specifically undertaken by the District herein.

Section 2.4 The Governance Board shall have authority to establish additional charter schools upon written approval of the District and pursuant to all Applicable Law.

Section 2.5 The District shall comply with all Applicable Law in authorizing CAVE. The Cameron Academy of Virtual Education Inc. will be an instrumentality of and located in **Cameron, Wisconsin** for purposes of Wis. Stat. §118.40 (3)(c)(1) and (7)(a);

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

Section 3.1 The name of the legal entity seeking to establish the Charter School.

The Cameron Academy of Virtual Education (CAVE) was established as a charter school in August of 2010 and became known as the Cameron Academy of Virtual Education Inc. in March of 2020. The Cameron Academy of Virtual Education Inc. Governance Board is the entity seeking to renew this charter school contract beginning on July 1, 2025.

Section 3.2 The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided.

- a. CAVE is a federally recognized 501c and is a non stock corporation in the State of Wisconsin with its own policy setting Governance Board. CAVE currently provides services for grades 4K through 12th grade. The CAVE administrator will supervise and coordinate daily operations of CAVE with school staff, and will work closely with and report to the Governance Board to ensure that CAVE meets the educational goals set forth in this Contract.
- b. The CAVE administrator is an employee of the School District. The administrator has the responsibility to report to the Governance Board, the District, and the District's Administrator all activities and relevant information of the Charter School. The CAVE administrator will enforce the policies set forth by the Governance Board, the District, the District Administrator and the CAVE Family Handbook. The CAVE administrator shall be evaluated by the District's Board, the District's Administrator and the Cameron Academy of Virtual Education Inc's Governance Board.
- c. Administrative services will be provided to CAVE by the District in the same manner as they are provided to other District schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and pupil testing.

Section 3.3 A description of the CAVE educational program.

- a. The goal of CAVE is to provide a Flexible, Innovative and Personalized education program for students in grades 4K through 12th grade, that is different from a brick-n-mortar type of school. Students enrolled in CAVE will have curriculum geared towards their ability, whether it be remedial / credit recovery, gifted / advanced, in the subject areas they need it in, delivered in a non-stress / low anxiety environment and flexible enough that students can work at their own pace and during the time of day that works best for them. The program is innovative enough that it allows project based learning, geared towards meeting state educational standards as well as the interest of the individual students. Teachers use a variety of online learning management systems to maintain and measure students' performances throughout the school year.

CAVE will provide gifted, expelled, remedial, sick, and students with high anxiety an alternative to programs that did not work for them in the past, in a structured and monitored system to meet the requirements set for them by local, state and federal standards.

- b. CAVE's mission is to provide individualized learning options for students in grades 4K through 12. CAVE shall provide an environment whereby students have the freedom to study at their preferred pace, time and place under the supervision of their parent(s) and under the direction of Wisconsin Certified Teachers. CAVE's instructional delivery model allows learning and instruction to take place in a pupil's home. This may be accomplished through the use of available project based paper curriculum tracked through online learning management systems and/or online courses provided through the Wisconsin Eschool Network and other online providers as approved by the Governance Board.
- c. CAVE is a virtual online school. Since instruction takes place in an online environment in a pupil's home, CAVE does not have "Snow Days" or close due to any natural disasters. Because of the CAVE's flexible curricular programming, students are able to work on academics Monday - Friday, during evenings, weekends and holidays. There are some in person school activities such as "All-School Picnics" and "Graduation" that can and have been cancelled. Notifications will be made via email, the CAVE website, CAVE Facebook page and monthly newsletters.
- d. Families that are enrolled in CAVE can apply for up to \$300 in discretionary funds for each child

1. Eligibility Requirements: To be eligible to apply for discretionary funds, students must be in good academic standing for the semester prior to applying for funds.

- a. **Elementary Families:** Good academic standing means: current with providing evidence in all subjects from the approved curriculum, attending teacher virtual meetings, participation in state testing when applicable (AimsWeb and Forward)
- b. **Middle/High School Families:** Good academic standing means: on pace and passing all academic classes, attending teacher virtual meetings, and participating in state testing when applicable (Forward, Pre ACT Secure, and ACT with Writing).

2. **Application Process:** Families interested in using discretionary funds need to contact the CAVE office for a Discretionary Request Form which will be created & shared in Google Drive.
 - a. **New Families:** New families can request discretionary funds after they have completed a semester in the program and the requesting child is in good academic standing. Ex: New families that start in the fall may request discretionary funds in January after the second semester has started.
 - b. **Returning Families:** Returning families can request discretionary funds in the fall.
3. The CAVE office pays providers directly and does not reimburse the family for expenses. Families must speak with the provider to make sure they are willing to bill CAVE for services. Individuals providing services will also need to complete a W-9 form. We need full contact information for the provider - name, phone & email.
4. **Discretionary Fund Uses:**
 - a. **Discretionary Funds Can Be Used For Things Like:**
 - Music Lessons
 - Dance Lessons
 - Art Lessons
 - Foreign Language Lessons i.e. Hola Amigos,
 - Riding Lessons
 - YMCA classes (swim lessons, gym time, etc)
 - Theater Lessons
 - Purchase of projects like Kiwi Crate, Baketivity, Plantflix, etc.check with the office for ideas.
 - Subscriptions & student memberships - must run during school year & be non-renewable YMCA, Gym, etc...
 - Tutoring
 - b. **Discretionary Funds Cannot Be Used For Things Like:**
 - **Religious Based Materials**
 - **Personal Equipment**
 - **Event Tickets (concerts, zoo, theater, parks, etc)**
 - **Technology Devices (kindle, ipad, nooks, apps, etc)**
 - **Athletic personal equipment, musical instruments, general paper supplies, writing utensils, calculators(except specified), etc**
 - **Coloring, dot to dot, puzzle books, board games, online games**
 - **Recreational Toys, games, puzzles, dolls, puppets, stuffed animals, blocks, or non-educational items, etc**

- e. CAVE Elementary (grades 4K - 5) programing includes the following components:
1. The elementary curriculum is a combination of project based design and online learning that incorporates synchronous and asynchronous learning opportunities for students.
 2. CAVE teachers certified in elementary education will work with families to help choose a curriculum that meets Wisconsin Academic Model standards in Reading/Language Arts, Mathematics, Science, Social Studies and Wellness/Physical Fitness and is appropriate for the academic level of the student.
 3. There are a variety of curriculum “packages” that have been reviewed and approved by staff that parents will select from after meeting with the elementary teachers. ELA curriculum for students in grades 4K - 3 will meet academic requirements of ACT 20.
 4. Students in grades 3-4 will also be given keyboarding instruction through online programs.
 5. CAVE elementary teachers will conduct synchronous learning sessions multiple times a week through 1:1 virtual meetings.
 6. CAVE elementary teachers will create lesson plans that align with the selected curriculum for all students. There are times when some parents wish to do work above and beyond what is planned by the teachers. In those instances, teachers will provide support and guidance for appropriate activities for those parents to do.
 7. Students in grades 4K-3 that are identified in the 25th percentile or below on Aimsweb benchmark assessments will receive additional support in areas identified by a phonics assessment given to those students.
 8. Teachers will report student progress through a standards based report card with the following 0-3 scale:
 - a. 0 = No evidence of learning
 - b. 1 = Area of concern—needs high support
 - c. 2 = Progressing toward grade level expectations
 - d. 3 = Mastery--meets grade level expectations
 9. CAVE teachers will use evidence obtained from synchronous lessons and evidence collected through a virtual learning management system such as google classroom or sheets to make their determinations of student progress.
 10. As students progress through grades, they will be introduced to more online learning opportunities to prepare them for middle school.
 11. The School District of Cameron provides special education services to students in CAVE, customizing individual student learning plans to meet special needs.
- f. CAVE middle school(grades 6-8) programing includes the following components:
1. The middle school program begins students on a transition to an asynchronous online program. Students focus on the core courses: English, Math, Science, Social Studies, and PE. Although some project based learning is allowed by teachers, student classes are mostly online.

2. The middle school program uses courses through the Wisconsin eSchool Network (WEN), Google classroom, and additional online curriculums approved by CAVE governance board.
3. All middle school students will be enrolled in an online keyboarding program.
4. Phy Ed is done through Google Classroom, and many WEN courses also include a Google Classroom component.
5. Teachers will schedule a minimum of weekly 1:1 virtual meetings with their students. Teachers may require additional meetings for students who are struggling with the material, or are not staying on pace with their classes.
6. Elective courses are not required for middle school students. Students that have an interest in taking an elective course will work with the CAVE administrator to find a course the student is interested in. All elective course teachers will be state certified.
7. Students will be expected to complete all of their semester classes by the end of the semester. Students who do not complete first semester classes by the end of the first semester will receive an "F" for the first semester, but will continue to work on their class until it is finished. When the class is finished, a second grade will be recorded on the transcript to note that the class was completed. Grades are calculated on a point system with the following grading scale: A = 90-100% B = 80-89.99% C = 70-79.99% D = 60-69.99% F = less than 60%
8. Students must complete a course in its entirety in order to receive credit for the course.
9. In addition to online tests and quizzes, students will be required to participate in discussion based assessments (DBAs). Discussion Based Assessments are scheduled by the teacher and are done through a virtual meeting. These DBAs allow teachers to accurately assess what students have learned and provide additional support if necessary.
10. Teachers will grade student work and monitor student progress through online management systems such as google classroom or the online gradebooks that accompany the online courses.
11. College and career readiness is a state requirement. Beginning in 7th grade, students enrolled in CAVE. will be enrolled in an online Academic and Career Readiness program.
12. The School District of Cameron provides special education services to students in CAVE, customizing individual student learning plans to meet special needs.

g. CAVE high school(grades 9-12) program will include the following components:

1. The CAVE high school program is an asynchronous online program. Students are able to take core and elective courses through the Wisconsin eSchool Network (WEN). The high school program also uses ALEKS math for our math courses and provides all students with keyboarding skills through Typing.com. PE and work study courses are

done with Google Classroom, and many WEN courses also include a Google Classroom component. On rare occasions, students are allowed to do a course through project based learning that is agreed upon by the teacher and managed by an online classroom management system like Google Classroom.

2. Teachers will schedule a minimum of weekly 1:1 virtual meetings with their students. Teachers may require additional meetings for students who are struggling with the material or not staying on pace with their classes.
3. In addition to online tests and quizzes, students will be required to participate in discussion based assessments (DBAs). Discussion Based Assessments are scheduled by the teacher and are done through a virtual meeting. These DBAs allow teachers to accurately assess what students have learned and provide additional support if necessary.
4. Students will be expected to complete all of their semester classes by the end of the semester. Students who do not complete first semester classes by the end of the first semester will receive an "F" for the first semester, but will continue to work on their class until it is finished. When the class is finished, a second grade will be recorded on the transcript to note that the class was completed. Grades are calculated on a point system with the following grading scale: A = 90-100% B = 80-89.99% C = 70-79.99% D = 60-69.99% F = less than 60%
5. Students must complete a course in its entirety in order to receive credit for the course.
6. Students need to earn 20.5 credits for a CAVE diploma. Each course that a student successfully completes is worth .5 credits. Students need to earn credits in the following areas: 4 credits of English, 3 Credits of math, 3 credits of science, 3.5 credits of social studies (US Government, US History and Personal Finance are required), 1.5 credits of Physical Education, .5 credits of Health and 5 credits of electives.
7. Students who enroll in CAVE that have not already taken a US History class, will be required to do so to meet the requirements of s. 121.02(1)(L)8. - the study of the holocaust
8. Per state statute, all students also need to score at least 65% on a civics exam in order to get their diplomas.
9. Teachers will grade student work and monitor student progress through online management systems such as google classroom or the online gradebooks that accompany the online courses.
10. CAVE junior and senior students have the opportunity to participate in the Early College Credit Program(ECCP) and/or the Start College Now program(SCN).
11. High School students who are working during the school year have the opportunity to take a work study class each semester for elective credit.
12. Elective courses are taken solely based on student interest and 5 credits of electives are required for graduation. All elective course teachers will have their

appropriate state certifications through the Wisconsin Department of Public Instruction.

13. College and career readiness is a state requirement. Students in grades 9-12 enrolled in CAVE. will be enrolled in an online Academic and Career Readiness program.

14. The School District of Cameron provides special education services to students in CAVE, customizing individual student learning plans to meet special needs.

- h. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board 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.
- i. The District shall agree to allow CAVE to implement the educational program set forth in this Contract. If the District proposes to make a significant change in the educational program set forth herein, the Governance Board shall determine whether to renegotiate this Contract or terminate this Contract pursuant to Section 9.1
- j. If the Parties mutually wish to change the educational program of CAVE, such change may be made by written amendment as agreed to by the Parties.

Section 3.4 The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. §118.01.

In order to attain the educational goals listed in Wis. Stats. §118.01, CAVE implements a curriculum which empowers students to master rigorous academic standards through an innovative learning environment. Wisconsin Academic Standards in content areas serve as the guidelines for academic programs and coursework. In addition to attaining the educational goals listed in Wis. Stats. §118.01, CAVE shall meet or exceed such academic performance standards as may, from time to time, be established by the District. Without in any way limiting, or being limited by the foregoing, CAVE shall at all times (i) observe the requirements of Wis. Stats. §118.40(8)(g) concerning pupil participation in the programs and curriculum of CAVE and (ii) on the District's behalf, and in a fashion fully consistent with all Applicable Laws, at all times provide special education and related services to fulfill the educational goals of pupils with disabilities enrolled in CAVE.

- a. In order to attain the educational goals listed in Wis. Stat. §118.01, for students enrolled in CAVE at the grade (4K - 5) level, a variety of instructional strategies and practices will be employed that may include but are not limited to:
 - i. Development of Personal Learning Plans for each student
 - ii. Development of Personal Reading Plans for students identified by Aimsweb benchmarking in grades K - 3.
 - iii. Integration of writing and critical thinking throughout curricular activities

- iv. Teacher development of weekly lesson plans for students
 - v. Communication of student progress between teachers, students and families through in person or virtual parent/teacher conferences held each semester
 - vi. Weekly individual meetings with students to deliver lessons and provide assessments and feedback on homework.
 - vii. Provide additional targeted weekly meetings to address specific academic concerns. An example would be meeting with students struggling with reading to provide orton gillingham based instruction.
 - viii. Consistent communication between teachers, students and families via email, phone and other digital technologies.
 - ix. Use of learning management systems to record student progress.
 - x. Providing additional curricular materials outside of the core curriculum to provide additional support for targeted areas.
 - xi. Regular curriculum review by staff to ensure the curriculum meets Wisconsin Academic Model Standards.
 - xii. Staff will participate in professional development opportunities to continue their growth as educators.
 - xiii. Students with IEP's or 504 plans will be supported by special education services provided by the district.
 - xiv. State testing accommodations will be provided to students identified as needing such accommodations.
 - xv. Teachers meet with students and families at the end of the school year to provide guidance on appropriate curriculum and courses for students to take for the following school year.
- b. In order to attain the educational goals listed in Wis. Stat. §118.01, for students enrolled in CAVE. at the grade 6-8 level, a variety of instructional strategies and practices will be employed that may include but are not limited to:
- i. Development of Personal Learning Plans for each student
 - ii. Integration of writing and critical thinking throughout curricular activities
 - iii. Teacher development of weekly lesson plans for students
 - iv. Communication of student progress between teachers, students and families through in person or virtual parent/teacher conferences held each semester
 - v. Weekly individual meetings with students to deliver lessons and provide assessments and feedback on homework.
 - vi. Provide additional targeted weekly meetings to address specific academic concerns or to help students stay on track with their courses.
 - vii. Consistent communication between teachers, students and families via email, phone and other digital technologies.
 - viii. Use of learning management systems to record student progress.
 - ix. Providing additional curricular materials outside of the core curriculum to provide additional support for targeted areas.
 - x. Regular curriculum review by staff to ensure the curriculum meets Wisconsin Academic Model Standards.
 - xi. Staff will participate in professional development opportunities to continue their growth as educators.

- xii. Students with IEP's or 504 plans will be supported by special education services provided by the district.
 - xiii. State testing accommodations will be provided to students identified as needing such accommodations.
 - xiv. Providing students with academic and career planning curriculum
 - xv. Teachers meet with students and families at the end of the school year to provide guidance on appropriate curriculum and courses for students to take for the following school year.
- c. In order to attain the educational goals listed in Wis. Stat. §118.01, for students enrolled in CAVE. at the grade 9-12 level, a variety of instructional strategies and practices will be employed that may include but are not limited to:
- i. Development of Personal Learning Plans for each student
 - ii. Integration of writing and critical thinking throughout curricular activities
 - iii. Teacher development of weekly lesson plans for students
 - iv. Communication of student progress between teachers, students and families through in person or virtual parent/teacher conferences held each semester
 - v. Weekly individual meetings with students to deliver lessons and provide assessments and feedback on homework.
 - vi. Providing additional targeted weekly meetings to address specific academic concerns or to help students stay on track with their courses.
 - vii. Consistent communication between teachers, students and families via email, phone and other digital technologies.
 - viii. Use of learning management systems to record student progress.
 - ix. Providing additional curricular materials outside of the core curriculum to provide additional support for targeted areas.
 - x. Regular curriculum review by staff to ensure the curriculum meets Wisconsin Academic Model Standards.
 - xi. Staff will participate in professional development opportunities to continue their growth as educators.
 - xii. Students with IEP's or 504 plans will be supported by special education services provided by the district.
 - xiii. State testing accommodations will be provided to students identified as needing such accommodations.
 - xiv. Providing students with academic and career planning curriculum
 - xv. Teachers meet with students and families at the end of the school year to provide guidance on appropriate curriculum and courses for students to take for the following school year.

Section 3.5 The method by which a pupil's progress in attaining the educational goals under Wis. Stat. §118.01 will be measured.

- a. CAVE shall administer 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 full time in CAVE and shall cause the testing data for the CAVE to be transmitted to the District in such form as the District shall customarily transmit such data.

- b. CAVE may administer to students any other assessments of learning needed to fulfill its obligations under Wis. Stat. § 118.40.
- c. Students in grades 4K - 5 will demonstrate proficiency in attaining their education goals through the following:
 - 1. Course formative and summative assessments
 - 2. Course assignments
 - 3. Proficiencies in state testing requirements:
 - a. Aimsweb Benchmark Assessments for students in grades 4K - 3
 - b. Aimsweb Diagnostic Assessments for students in grades 4K - 3 that fall in the 25th percentile or below from the benchmark assessments.
 - c. Review of student progress monitoring results for students scoring at or below the 25th percentile from benchmark assessments.
 - d. Review of student personal reading plans
 - e. Review of student writing assessments
 - f. Forward Math and ELA for grade 3
 - g. Forward Math, ELA, Science and Social Studies for grade 4
 - h. Forward Math and ELA for grade 5
 - 4. Review of writing assessments
 - 5. Review of core phonics assessments for grades K-3
 - 6. Teacher observation during weekly meetings
 - 7. Review of evidence submitted by parents weekly
 - 8. Review of student personal learning plans
- d. Students in grades 6-8 will demonstrate proficiency in attaining their educational goals through the following:
 - 1. Course formative and summative assessments
 - 2. Course assignments
 - 3. Proficiencies in state testing requirements:
 - a. Forward Math, ELA, Science and Social Studies testing for grade 6
 - b. Forward Math and ELA testing for grade 7
 - c. Forward Math, ELA, Science and Social Studies testing for grade 8
 - 4. Completion of Academic and Career Planning programming
 - 5. Review of student personal learning plans.
- e. Students in grades 9-12 will demonstrate proficiency in attaining their educational goals through the following:
 - 1. Course formative and summative assessments.
 - 2. Course assignments
 - 3. Proficiencies in state testing requirements:
 - a. Pre ACT Secure Testing for grade 9
 - b. Pre ACT Secure Testing and Forward Social Studies Testing for grade 10
 - c. ACT with Writing test for grade 11
 - 4. Successful completion of required credits for graduation totaling at least 20.5 credits, of which the following are required:
 - a. 4 credits of English

- b. 3 credits of Math
 - c. 3 credits of Science
 - d. 3.5 credits of social studies that includes: US Government, US History, and Personal Finance
 - e. .5 credits of Health
 - f. 1.5 credits of Physical Education
 - g. 5 credits of electives of the students' choosing
- 5. Successful completion of the civics exam
 - 6. Completion of Academic and Career Planning programming
 - 7. Review of student personal learning plans

Section 3.6 The governance structure of the Charter School, including the method to be followed by the school to ensure parental involvement.

- a. CAVE will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. The authorized number of Governance Board Members shall be at least (3) three with no more than (13) thirteen., The Board includes, but is not limited to, parent(s) or guardian(s) of students, a Charter School staff, a District administrative leader, and community member(s). A majority of membership will be non-district employees. The number of Directors and Director's terms shall be set forth in the Governance Board bylaws. The Board may include, but is not limited to, parent(s) or guardian(s) of students, and community member(s). No voting members of the Governance Board shall be employees or officers of the District.

The principal officers of Cameron Academy of Virtual Education Inc. shall be a President; a Secretary and a Treasurer; each of whom shall be elected by the Governance Board. The number of Vice Presidents, Assistant Secretaries, or Assistant Treasurers (if any) as may be determined from time to time by the Board; Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Governance Board. Any two or more offices may be held by the same person. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President of the Board. There shall be at least three officers of the Corporation. The duties of the respective officer shall be such as usually pertains to their offices and such other duties as may be prescribed by the Governance Board. The Governance Board may delegate the duties of any officer to any other officer or to any assistance officer or other person designated by it for that purpose.

Officers shall be elected by the majority of the Governance Board at the first meeting following the annual stakeholders meeting and shall hold office for one year until successors are chosen. Election or appointment of an officer shall not in itself constitute any contract rights. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise shall be filled by the Governance Board at any meeting called for that specific purpose, or by unanimous consent of all directors.

- b. The Governance Board will meet on a regularly scheduled basis in accordance with its bylaws and will comply with the Wisconsin Open Meetings Law. The Governance Board

will also make reports to the District Board of Education as may reasonably be requested. The Governance Board will meet bi-monthly and will receive reports describing the current budget, the current enrollment, any state reports regarding CAVE's grades, student testing, general student progress, credit and policy changes, and links to online progress of CAVE.

- c. CAVE will use Skyward as the Learning Management System to be used which allows the Cameron School District to have direct access to pupil data and its staff will complete its annual reports under §118.40(3m)(f), §118.40(2r)(b)2.e and i. and 118.40(2x)(b)2e and i. The Governance Board will receive bi-monthly updates as well as receive a full Annual Accountability Report at the August Governance Board meeting.
- d. CAVE creates Personalized Learning Plans for each of its students. When doing so, the CAVE staff meets with students and guardians to design these plans. This is done every spring for returning students and it is considered as a Parent-Teacher conference as the current progress of each student in every subject is discussed at this time. Parent - Teacher conferences are also held during the first semester with each student and guardian to discuss the progress (or lack of) in each of the student's classes. Parents can request a conference at any time throughout the year (including summer time).
- e. The CAVE Governance Board will participate in any training provided by the authorizer.
- f. The District will provide services of office space, classroom space, technical support, administrative support, secretarial support, accounting support, custodial support, copy room support, transportation support, and training support to CAVE.
- g. Cameron Academy of Virtual Education Inc. shall at all times observe (i) the requirements of Wis. Stat. § 118.40(8)(e) concerning the establishment and operation of a parent advisory council and (ii) requirements of Wis. Stat. § 118.40(8)(f) concerning parent notices and information. CAVE has a parent advisory council for the school that meets on a regular basis. The parent advisory council shall be made up of parents of students of the charter school. The parent advisory council will meet bi-monthly.
- h. The CAVE Governance Board shall inform the parent or guardian of each pupil attending CAVE, the name of and how to contact each of the following persons: (1) the members of the Cameron School District School Board and the District Administrator; (2) the members of the Cameron Academy of Virtual Education Inc Governance Board (3) the president of the Cameron Academy of Virtual Education Inc parent advisory council; and (4) the staff of the CAVE.
- i. The Governance Board shall have autonomy and decision-making authority over:
 - 1. Budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;
 - 2. Calendar and daily schedule;
 - 3. Curriculum and instruction;

4. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies;
 5. Facilities utilized by the Charter School;
 6. Marketing, registration, and enrollment processing; and
 7. Charter school operations and procedures.
- j. In addition to subsection 3.6 (c), the Governance Board shall have the powers necessary to carry out the terms of this Contract including:
1. To receive and disburse funds for school purposes;
 2. To secure appropriate insurance;
 3. To enter into contracts, including contracts with a University of Wisconsin 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;
 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.
- k. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.
- l. The Articles of Incorporation ("Articles") and Bylaws ("Bylaws") for the Governance Board are attached hereto for reference purposes only as Exhibits A and B. The Governance Board may make changes to its Articles and Bylaws as needed without District approval.

Section 3.7 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. CAVE shall be an instrumentality of the District and all administrators, teachers and staff shall be employees of the District or employees of a third party under contract with the District.
- b. All administrators, teachers, and staff at CAVE will be appropriately licensed by the Department of Public Instruction pursuant to Wis. Stat. §118.40(8)(b). Elective classes that students in grades 6-12 take through the WEN network will also be taught by appropriately licensed teachers through the Wisconsin Department of Public Instruction.
- c. The number of administrators, teachers and other staff assigned to CAVE will be determined by the Governance Board and approved by the District. Recommendations for renewal of administrative and teaching contracts will follow the required statutory timeline.
- d. All administrators, teachers and other staff will be employees of the District or employees of a third-party under contract with the District. The District and the Governance Board

will collaborate in the hiring process of administrators, teachers, and other staff. The Governance Board will conduct the interview process and recommend candidates for final approval by the District. All employees of CAVE must be approved by the District and the Governance Board.

- e. The CAVE administrator will evaluate the performance of teachers, and other staff as required by District policy, and will report the evaluations to the Governance Board. Teachers are evaluated through the CESA6 Educator Effectiveness process and other CAVE staff shall be evaluated for job performance as required by the District. The appointed CAVE administrator will conduct such evaluations. The Governance Board will make recommendations regarding renewal and nonrenewal of administrator and teacher contracts to the District Board of Education in accordance with applicable statutory timelines. In addition, the Governance Board will make recommendations regarding employment of all other non-contracted staff. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.

Section 3.8 The procedures that the Charter School will follow to ensure the health and safety of the pupils.

CAVE shall comply with all Applicable Laws concerning health and safety. In addition, CAVE 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 CAVE, including safety policies, policies regarding mandatory reporting under Wis. Stat. §48.981, and bullying and cyberbullying policies. CAVE will also maintain a subscription to a computer monitoring program that monitors student actions while on school issued devices. When applicable, CAVE will utilize services from the district's mental health coordinator.

CAVE will conduct yearly orientations, prior to pupils attending CAVE, which includes documenting of all health / immunization records, transcripts, updated family information, acceptable computer use, and a Student / Parent / Charter School contract of requirements for all three parties. The CAVE office will maintain all student records.

CAVE. annually updates and trains staff on Emergency Response Plans, OSHA required training including Bloodborne Pathogens, Slips Trips and Falls, as well as mandatory reporting requirements, and bullying and cyberbullying policies

Section 3.9 The means by which the Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District's school-age population.

CAVE is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. Information about CAVE will be distributed through newspaper articles, mailings, brochures, social media, local and statewide radio, and the school website with a goal of achieving a racial and ethnic balance among pupils that is reflective of the District's school-age population. If

necessary, CAVE will target its marketing efforts to areas that may be underrepresented or at risk in the pupil population.

Section 3.10 The requirements for admission to the Charter School and admissions lottery.

- a. CAVE is open to all students in grades 4K - 12, who (i) reside in the District; or (ii) are open enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53. Total enrollment numbers in CAVE will be determined by the CAVE administrator, the CAVE Governance Board and the district Superintendent. Enrollment numbers will depend on the availability of staff and resources.
- b. In the event enrollment limits are needed, the Governance Board will set enrollment limits for the following school year by December 1 and submit them to the District by January 1 for District approval. If the number of enrollment applications exceeds the enrollment limits, the Cameron Academy of Virtual Education Inc. will select students on a random lottery basis.
- c. CAVE will give preference in the lottery process to the students listed below, in the order listed.
 1. Students and siblings of students who are already attending CAVE.
 2. Children of CAVE's founders, governing board members, and full-time employees. The total number of such children given preference will constitute no more than 10 percent of the Charter School's total enrollment.
- d. Open enrolled applicants who meet the eligibility requirements and select CAVE as a preferred choice will be placed in CAVE if space is available. The District may include in its lottery all nonresident applicants who seek enrollment in CAVE. An open-enrolled applicant's admission to CAVE will be contingent on the student's enrollment in the District. If an open enrollment applicant who has selected CAVE as a preferred choice is a student with a disability under the Individuals with Disabilities Education Act, placement will be determined by the IEP team in accordance with federal law.
- e. A waiting list will be maintained for students who are not selected in the random lottery.
- f. CAVE shall maintain a formal written record for each pupil enrolled in CAVE that shall include the pupil's name, address, home phone number, place and date of birth, parent(s) or guardian, immunization records, ethnic background, school of last attendance, number of siblings, and emergency contact, as well as such other data as may reasonably be required by the District. These records will be kept in the CAVE office.

Section 3.11 The manner in which annual audits of the financial and programmatic operations of the Charter School will be performed.

CAVE shall submit its records for an annual audit by an auditing firm of the District's choosing. The audit shall be conducted in accordance with Applicable Law. The District will assume all audit costs associated with this review. The District may review the financial practices of CAVE at any time and may request reasonable reports from the School with due notice. All financial

operations of CAVE must be in accordance with Applicable Law and the District's policies, practices, and rules, unless expressly granted a waiver by the District. CAVE shall submit its programmatic records for an annual audit by the authorizing district.

Section 3.12 The procedures for disciplining pupils.

CAVE shall at all times observe the requirements of Wis. Stat. § 118.40(8)(g) concerning pupil participation in the programs and curriculum of CAVE. CAVE students will adhere to the discipline policies of the District. Students will be held accountable for their actions and behavior while participating in learning activities, on field trips, when visiting school buildings and neutral sites, and when students are involved in virtual meetings. Students are expected to comply with the District's student code of conduct, acceptable use policy for electronics and CAVE's Academic Integrity policy. Teachers and students will be subject to policies established by the District for maintaining decorum in an online environment, in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Because of its virtual nature, CAVE does not discipline students through such measures as detentions and suspensions. However, students are held accountable for violations of policies. Allegations of policy violations such as: bullying or threatening behaviors directed at other students and/or staff; cheating, plagiarism, or truancy; are investigated and may result in disciplinary measures including, but not limited to, referrals to law enforcement, computer restrictions, or taking assessments in a proctored environment. Serious behavioral infractions will be reported to the Cameron School District for other possible disciplinary action.

CAVE is open to expelled students. Expelled students must follow the conditions of their expulsion to participate in CAVE. An expelled student who has been enrolled in CAVE. that violates their expulsion orders will be expelled according to the District's original expulsion order.

The Cameron School district may terminate a student's open enrollment in the succeeding semester or school year if the student is habitually truant during either semester in the current school year. Non resident students who have their open enrollment status terminated by the district will not be allowed to participate in CAVE as outlined in **Section 3.10 (a)**. Cameron School District resident students can also be removed for non-participation / non-communication (truancy) in our program. This process does include multiple steps that involve emails, phone calls, truancy letters and is the process of providing the best path for students to be successful.

Section 3.13 The public school alternatives for pupils who reside in the District and do not wish to attend or are not admitted to the Charter School.

Attendance in CAVE is voluntary. Any pupil who is a resident of the District and does not choose to enroll in and attend CAVE may attend another school operated by the District.

Section 3.14 A description of the school facilities and the types and limits of the liability insurance that the school will carry.

- a. CAVE will establish a main office from which it will direct all operations.
- b. The District shall provide insurance for all operations and personnel involved in the operations and governance of CAVE, including without limitation, commercial general liability, umbrella, school leader's error and omission/educators' legal liability, fidelity bond/crime, fire and extended coverage and property damage for those acts reasonably related to the operations of CAVE. To this end, the Cameron Academy of Virtual Education Inc. shall be named as an additional insured on all District insurance policies.
- c. Cameron Academy of Virtual Education Inc. shall name the District as an additional insured on all separate policies of insurance obtained by the Cameron Academy of Virtual Education Inc.
- d. The Parties shall defend, indemnify and hold harmless the other, its Board of Directors, agents, officers, and employees ("indemnitee") from any and all claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to those for bodily injuries, personal injuries, or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of CAVE or its programs, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the willful acts of the indemnitee. This indemnification shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is a Party's recovery limited due to the fact that the Party is named as an additional insured under any of the other Party's insurance policies. Further, this indemnification in no way alters the immunities granted to either Party by Wisconsin law, including § 893.80, Wis. Stat.

Section 3.15 The effect of the establishment of the Charter School on the liability of the District.

Nothing contained in this Contract shall make, or be deemed to make, the District and the Cameron Academy of Virtual Education Inc. partners, ventures, principals, agents, or representatives of one another, except only as may expressly be provided in this Contract. Neither the District nor the Cameron Academy of Virtual Education Inc. shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

CAVE provides a flexible, innovative and personalized alternative to the curriculum and programs provided by the District. It is not designed to recruit or consume the pupils and staff of the District. Pupils from the District may take courses from CAVE to meet the needs and requirements of the pupil and the District. The Cameron Academy of Virtual Education Inc. is an alternate, online education program to provide relief and an alternate academic solution for some pupils within the District.

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The Cameron Academy of Virtual Education Inc. will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the CAVE Program. This includes, but is not limited to, length of school day, number of days and hours, library and media services, number of clock hours for instruction, graduation requirements, and attendance.

Pursuant to Applicable Law, CAVE will take the following state exemptions in order to maximize the flexibility afforded to charter schools by state law.

(1) Length of School Day – Statute 120.12(15): Requires school boards to establish rules for scheduling hours in a normal school day. CAVE staff in conjunction with the CAVE Governance Board will establish the school’s schedule. The recommended length of the school day for CAVE students is:

Grades 4K - K: 3 hours a day

Grades 1-5: 6 hours a day

Grades 6-12: 6.5 hour a day

(2) Number of Days and Hours – Statutes 121.006(2)(a) and 121.02(1)(f): Requires school districts to annually schedule at least 1,137 hours of direct instruction in grades 6-12. CAVE will establish a schedule for its students that accommodates those students’ needs which may or may not reflect the exact number of days or hours for students cited in this statute due to the fact that CAVE pedagogy is standards-based rather than seat-based learning, and significant learning is through online, home-based and alternate site instruction.

CAVE provides educational services no less than 178 days and up to 190 days per year. CAVE staff regularly provide services during the summer, on weekends, during the evenings and over vacations.

(3) Library – Media Services – Statute 121.02(1)(h):

Requires school districts to provide adequate instructional materials, texts and library services, which reflect the cultural diversity and pluralistic nature of American society. Instructional materials for CAVE are the project-based materials, online curriculum and virtual courses, along with supplemental materials. Students may access any of the School District of Cameron libraries.

(4) Number of Clock Hours for Instruction – PI-18.05(1)(b):

The number of clock hours of instruction to meet an established credit by the Board of Education may not be applicable to CAVE’s instructional design. Students may spend several hours one day on a particular subject and fewer hours the next day. Often subjects are integrated and blended depending on design and academic outcomes desired. Students set their own pace for learning. Community involvement is integral and often learning occurs in a non-traditional manner.

(5) High School Graduation Standards: Criteria for Promotion - PI - 118.33(1):

The total number of high school graduation credits will exceed the State's minimum requirements and will include the requirement of .5 credits of Personal Finance and 5 elective credits. Those that meet or exceed these requirements and who would like to graduate early need to apply for early graduation. The criteria for promotion is based upon academic success as well as the policy of CAVE's Governance Board with the recommendation of the parents, administration and staff.

Section 4.2 CAVE will adhere to all District policies unless specifically adopted by the Governance Board and/or as stated herein. The Governance Board will adopt policies for CAVE consistent with state and federal law. CAVE adopted policies are included in Exhibit D.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1 Students will be held accountable for their actions and behavior while participating in CAVE's learning activities, and to the extent applicable, on field trips and when visiting the school buildings and neutral sites, and are expected to comply with the code of conduct and other applicable CAVE policies. Teachers, other staff, and students will be subject to policies established by CAVE for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Section 5.2 The Cameron Academy of Virtual Education Inc. shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.

Section 5.3 Except as provided in Wis. Stat. § 121.83(4), the Cameron Academy of Virtual Education Inc. shall not charge tuition.

Section 5.4 The teacher assigned for each online course in CAVE shall be appropriately licensed for the grade level and subject taught pursuant to Wis. Stat. §118.40(8)(b). This will also apply to elective courses that students may enroll in through the WEN network or other online curriculum programs that CAVE may explore in the future.

Section 5.5 Pursuant to Virtual Charter School requirements under §118.40(8), the Cameron academy of Virtual Education Inc. shall:

- a. Make Instructional Staff responsible for all of the following for each pupil the Instructional Staff teaches. Actions taken by CAVE staff include but are not limited to:
 - Improving learning by planned instruction.
 - o Teachers create lesson plans for the chosen curriculum of the families for each subject and deliver the lessons in a synchronous environment through one on one students meetings weekly. The chosen curriculum package pacing guides are used by teachers for lesson planning and assignment of homework.

- o Teachers using online courses or Google Classroom consistently modify and adjust work given to students based on the students level of understanding.
 - o Teachers provide additional lessons and interventions for students who are struggling with curriculum.
 - o Teachers provide instruction in a 1:1 synchronous and/or asynchronous environment. Teachers adjust the pacing of lessons to meet the individual needs of their students.
 - Diagnosing learning needs.
 - o Teachers use pre-assessments for activities
 - o Teachers evaluate student results from required state assessments, ACT 20, Forward, Pre ACT Secure, and ACT with Writing
 - o Teachers are assessing learning needs in the synchronous meetings
 - Prescribing content delivery through class activities.
 - o Teachers provide unique activities for students to participate in.
 - o Teachers tailor project based learning activities based on student interest
 - o While the majority of teacher interaction is 1:1, teachers do host group lessons or activities for students.
 - Assessing learning.
 - o Teachers use a variety of formative and summative assessments.
 - o Teachers evaluate student results of state assessments.
 - o Teachers informally assess student knowledge during synchronous meetings.
 - o Teachers evaluate student homework.
 - Reporting outcomes to administrators and parents and guardians.
 - o Teachers communicate with parents through email, phone, and in person weekly.
 - o Progress reports are provided to parents on a weekly basis.
 - o Standards based report cards are completed every 9 weeks for students in grades 4K - 5.
 - o Parent accounts are created for all online courses so parents can see student activity and grades whenever they want.
 - Evaluating the effects of instruction.
 - o Teachers evaluate students' personal learning plans.
 - o Teachers evaluate student results from state assessments.
 - o Teachers create yearly student learning objectives and report on them at the end of the year
- b. Provide educational services to its pupils for at least 178 days each school year. Student attendance will be monitored and reported in the following ways:
1. Attendance at scheduled virtual meetings for direct instruction by CAVE staff..
 2. Responding to email or phone requests from CAVE staff.

3. Submitting the required amount of homework assigned by staff for students using a paper based curriculum (this is used almost exclusively with student in preK - 3rd grade)
 4. Students in grades 4-12 staying on pace in their required online homework assignments.
 5. Examining online activity reports for students.
- c. Ensure that its Teachers are able to provide direct pupil instruction for at least the applicable number of hours specified in Wis. Stat. §121.02(1)(f) each school year.
 - d. Ensure that its Teachers respond to inquiries from pupils and parents or guardians by the end of the first school day following the day on which the inquiry was received.
 - e. Ensure that a parent advisory council is established. The CAVE parent advisory council (PAC) meets every other month. Agendas and minutes are provided for families on the CAVE website.
 - f. Inform the parents or guardians of each pupil attending CAVE, in writing, how to contact the members of the District Board of Education, the District Administrator, the members of the Governance Board and the members of the Parent Advisory Council.

Section 5.6 Special education and related services.

- a. Special education and related services will be provided by the District to its resident and open enrolled students pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities enrolled in CAVE in the same manner as they serve children with disabilities attending other district schools, and shall provide funds under this subchapter to CAVEI on the same basis as they provide funds under this subchapter to other district schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the district's other schools.
- b. The District shall be considered the Local Educational Agency for all students enrolled in CAVE who are residents of the District or open enrolled in the District pursuant to § 118.51, Wis. Stats., and who qualify for an individualized education program under IDEA.
- c. CAVE 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.

Section 5.7 The Parties 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.;
- i. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;

- j. 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.
- k. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
- l. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
- m. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- n. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
- o. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

If Applicable Law requires a Party to take certain actions or establish requirements with respect to CAVE, the other Party shall cooperate with those actions and comply with those requirements.

To the extent that the No Child Left Behind Act of 2001 (the “NCLB”) is applicable, CAVE agrees to comply with the responsibilities and obligations of Title I, Part A accountability provisions specified under the NCLB or its implementing regulations established by the U.S. Department of Education, which currently include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if CAVE is identified for school improvement, and meeting the highly qualified teachers and paraprofessional requirements.

Section 5.8 In the event the Cameron Academy of Virtual Education Inc. seeks to sell or otherwise dispose of property purchased with monies from the allocation of funding set forth in Section 5.10, the CAVE governance board shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right of 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 CAVE governance board may sell or otherwise dispose of such property in accordance with all Applicable Law. In no event shall the Cameron Academy of Virtual Education Inc. donate property to any organization or governmental body other than the District. In the event CAVE governance board seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the Cameron Academy of Virtual Education Inc. 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.

Section 5.9 All CAVE employees including the CAVE administrator, teachers, staff, and volunteers, shall be subject to background screening as deemed appropriate by the District consistent with Applicable Law. The Cameron Academy of Virtual Education Inc. shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines 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 CAVE including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

Section 5.10 In return for state aids generated by the Cameron Academy of Virtual Education Inc., the District agrees to provide an annual allocation per student for students enrolled in CAVE as of the Third Friday of September equal to a minimum amount of \$7800 per student for the current school year.

- a. The money allocated shall be enough to cover all operational costs for CAVE. This includes but is not necessarily limited to: staffing, benefits, curriculum purchases, technology purchases, professional development, online subscriptions, advertising, family internet stipends, family discretionary funds, and expenses for school functions that are held in person.
- b. Additionally, the District will provide curriculum, guidance, reading, mental health and other support services to the CAVE program.
- c. The District will provide services of office space, classroom space, technical support, administrative support, secretarial support, accounting support, custodial support, copy room support, transportation support, and training support provided to the Charter School by the District. No other fees will be charged.
- d. The District in accordance with its established policies and contractual agreements will pay all salaries for the Cameron Academy of Virtual Education Inc.
- e. 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.

Section 5.11 On or before March 1 and based upon the expected revenue for the following school year, the CAVE Administrator and the Governance Board shall develop and submit to the District an Operational Budget for the Cameron Academy of Virtual Education Inc. based upon projected enrollment. In addition, the District shall comply with all federal funding requirements in allocating federal funds to CAVE.

Section 5.12 In the event CAVE incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the CAVE administrator 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 District Administrator, CAVE Administrator, and Governance Board President 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 Charter School affect the following year's allocation of revenue as set forth in section 5.10. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.

Section 5.13 CAVE shall be eligible to receive at no additional costs; 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.

Section 5.14 CAVE may assess student fees in accordance with Applicable Law and District policies for activities such as field trips and extracurricular activities according to policies developed by the Governance Board. CAVE may not prohibit an enrolled student from attending

CAVE, expel or otherwise discipline such student, withhold or reduce the student's grades, diploma or transcripts because of unpaid fees permissibly charged under this Section.

Section 5.15 The District will not provide transportation to CAVE students.

Section 5.16 Students in CAVE will not participate in the District's School Lunch program.

Section 5.17 Where applicable, the Cameron Academy of Virtual Education Inc. shall permit any designee(s) of the District Administrator to visit or inspect any CAVE facilities at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of CAVE.

Section 5.18 Subject to Applicable Law, all CAVE records, including student records, will be maintained and retained in compliance with District policy. The Governance Board shall grant any designee(s) of the District Administrator upon reasonable notice the right to inspect and copy at cost any and all CAVE 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 CAVE or otherwise unduly burden the CAVE staff and shall comply with all Applicable Law regarding student records.

Section 5.19 CAVE 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 CAVE at the time the application is submitted to the funding authority.

Section 5.20 To the extent applicable, members of the Governance Board directly involved in the implementation of the terms and conditions of this Contract shall be subject to the code of ethics in Wis. Stat. §19.41 et. seq.

Section 5.21 The CAVE administrator shall provide to the District the data needed by the District for purposes of making the report to the state superintendent and the legislature required under Wis. Stat., §118.40 (3m) (f).

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Performance Evaluations:

- a. The District shall review the academic and financial performance of CAVE annually. The measures used to evaluate CAVE shall be consistent with all applicable measures used to evaluate the performance of all District schools. The CAVE Administrator and District Administrator will collaborate to develop CAVE's reporting procedure and timeline for reporting to the District and shall determine the information needed from the CAVE administrator to complete the evaluation. To facilitate the evaluation process, the CAVE administrator will provide to the District by October 1 of each year of the Contract, strategic financial, operational, and academic goals. As part of the District's evaluation process, CAVE's performance will be reviewed in light of these goals.

- b. At the end of each school year during the term of this Contract, the CAVE administrator shall provide to the District a report stating whether CAVE met the standards set forth in the Department's accountability system. If CAVE did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.
- c. The CAVE administrator shall provide to the Governance Board and District the following required reports at the time described for the evaluation and measurement of the performance standards.
 - 1. School Profile: The CAVE administrator shall provide a profile of general student information to the Governance Board and District at its bi-monthly meetings.
 - 2. Strategic Plan: The CAVE administrator shall provide a strategic plan to the Governance Board and District by the June Governance Board meeting which will specify the mission and vision of CAVE, identifying a target population of students, and establishing strategic goals for the improvement of CAVE.
 - 3. Annual School Accountability Plan: The CAVE administrator shall submit to the Governance Board and District by the August Governance Board meeting a school accountability plan that sets forth, in measurable terms, goals for the school improvement for the upcoming school year.
 - 4. Annual School Accountability Report: The CAVE administrator shall submit to the Governance Board and District by the August Governance Board meeting a school accountability report which states how CAVE has made progress on the goals identified in the school accountability plan established the prior year.
- d. In considering renewal of this Contract, the District shall give priority consideration to CAVE's performance in the state's accountability system and student achievement.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

- a. Agendas and Meetings. The CAVE administrator shall provide to the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board 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 CAVE administrator 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 mailings.

- c. Legal Actions. The CAVE administrator 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 CAVE, its employees, or its students.

Section 7.2 Certain Reports.

The Governance Board shall provide such information and non-periodic reports as the District shall reasonably deem necessary to confirm compliance by CAVE with the terms and conditions of this Contract.

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

Section 8.1 Events of Default by the Cameron Academy of Virtual Education Inc. The District under procedures in Section 8.2 may terminate this Contract if the District finds that any of the following Events of Default have occurred:

- a. The pupils enrolled in CAVE have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, have failed to achieve standards as determined by the Department for 3 consecutive years, or have failed to make progress as set forth in Section 6.2(c) of this Contract for 3 consecutive years;
- b. CAVE has failed to comply with generally accepted accounting standards of fiscal management with respect to CAVE;
- c. CAVE employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- d. CAVE has failed to comply with Applicable Law;
- e. CAVE has violated Wis. Stat. § 118.40.
- f. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- g. The Cameron Academy of Virtual Education Inc. is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

Section 8.2 Procedures for the District's Revocation:

- a. Emergency Termination or Suspension Pending Investigation. When Risk of_Student Health or Safety. If the District Board of Education and/or the District Administrator or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of CAVE's students is immediately put at risk, the District shall provide the Cameron Academy of Virtual Education Inc. written notice of

such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of CAVE pending investigation of the pertinent charge.

1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Cameron Academy of Virtual Education Inc. governance board written notice of the investigation, shall commence such investigation immediately, shall permit CAVE to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
2. Upon completing its investigation, the District shall promptly deliver to the Cameron Academy of Virtual Education Inc. governance board in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of CAVE to the Governance Board.

b. **Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril.** If the District Board of Education and/or the District Administrator or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, the District shall provide the Cameron Academy of Virtual Education Inc. governance board written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of CAVE pending investigation of the pertinent charge.

1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Cameron Academy of Virtual Education Inc. governance board written notice of the investigation, shall commence such investigation immediately, shall permit CAVE to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
2. Upon completing its investigation, the District shall promptly deliver to the Cameron Academy of Virtual Education Inc. governance board in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of CAVE to the Governance Board.

c. **Non-Emergency Revocation and Opportunity to Cure.** If the District Board of Education and/or District Administrator or designee determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of CAVE's students, the District shall advise the Cameron Academy of Virtual Education Inc. governance board in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which CAVE shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Administrator.

1. If CAVE does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education or District Administrator, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period to the Cameron Academy of Virtual Education Inc. governance board.
 2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester unless determined otherwise by the District.
- d. Upon notification of termination and nonrenewal of this Contract and dissolution of the Cameron Academy of Virtual Education Inc., the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of CAVE and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD

Section 9.1 Events of Default by District. The Cameron Academy of Virtual Education Inc. Governance Board under procedures in Section 9.2 may terminate this Contract if it finds that any of the following Events of Default have occurred:

- a. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
- b. The number of students in CAVE drops below the number determined by the Governance Board needed to maintain the financial viability of CAVE.
- c. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.
- e. The District has failed to comply with generally accepted accounting standards of fiscal management with respect to CAVE.
- f. District employees, or agents provided CAVE false or intentionally misleading information or documentation in the performance of this Contract.
- g. The District requires CAVE to implement a significant change in the educational program set forth in Section 3.3.

Section 9.2 Procedures for Governance Board Termination of Contract:

- a. If the Cameron Academy of Virtual Education Inc. Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or District Administrator or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.
- b. Discretionary Termination.
 - 1. Upon receipt of notice of the Events of Default, the District Board of Education and/or District Administrator 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 District Administrator receives the Governance Board's notice, the District Board of Education or District Administrator shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same 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 Governance Board in writing within thirty (30) days after the District Board of Education or District Administrator receives the notice, the Governance Board'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 Governance Board 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 Governance Board.
 - 4. If the District does not cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 - 5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.
- c. Termination, Nonrenewal and Closure Procedures
 - 1. Upon termination of the Contract, the Governance Board shall assist the District in conducting a final accounting of CAVE by making available to the District all books and records that have been reviewed in preparing CAVE's annual audits and statements under this Contract.
 - 2. Upon termination and nonrenewal of this Contract, the Governance Board shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.

3. Upon notification of termination and nonrenewal of this Contract and dissolution of CAVE, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of CAVE and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract. This Contract shall commence on July 1, 2025 and shall terminate on June 30, 2030. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven in part by CAVE's performance in the Wisconsin accountability system and proven student achievement.

Section 10.2 Applications of Statutes. If, after the commencement 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.

Section 10.3 Amendments. This Contract may be amended only upon the written agreement of the Parties.

Section 10.4 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.

Section 10.5 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.

Section 10.6 Entire Agreement. This Contract sets forth the entire agreement between 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.

Section 10.7 Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.

Section 10.8 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.

Section 10.9 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.

Section 10.10 No Third Party Rights. This Contract is made for the sole benefit of the Cameron School District and CAVE. 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.

Section 10.11 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

Section 10.12 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.

Section 10.13 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:

**School District of Cameron
Board President - Brandon Olson
750 S. First Street
Cameron, WI 54822**

**School District of Cameron
District Administrator - Joe Leschisin
750 S. First Street
Cameron, WI 54822**

**Cameron Academy of Virtual Education Inc. Governance Board
John Ryba, Board President
750 S. First Street
Cameron, WI 54822**

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.

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.

Cameron Academy of Virtual Education Inc.
By:

Governance Board President

Date

The School District of Cameron
By:

School Board President

Date

ATTEST:

School Board Clerk

Date