

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE MEDFORD AREA PUBLIC SCHOOL DISTRICT AND
D.C. EVEREST AREA SCHOOL DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between the Medford Area Public School District (“Medford”) and the D.C. Everest Area School District (“D.C. Everest”) pursuant to Wis. Stat. § 66.0301.

WHEREAS, the Rural Virtual Academy Charter School Inc. (“RVA”) is an instrumentality virtual charter school authorized by Medford;

WHEREAS, RVA leases space located at 1480 County Road XX, Suite 100, Rothschild, WI 54474 (“Leased Space”), which is located in D.C. Everest;

WHEREAS, RVA uses the Leased Space for hosting student and staff events and activities, testing, offices, storage, shipping/receiving, and technology support;

WHEREAS, the Wisconsin Department of Public Instruction (“DPI”) recently determined in a letter dated August 19, 2025, that some of RVA’s events and activities at the Leased Space included “educational programming” that involved instructional staff, such that it was operating an in-person charter school;

WHEREAS, DPI also stated, in relevant part, that “a virtual charter school may coordinate regular attendance at activities, including activities which are educational in nature, at a location within the boundaries of its authorizing school district” and that “a virtual charter school may also coordinate such activities within the boundaries of another school district if a valid intergovernmental cooperative agreement between its authorizing school district and the located school district is in place”;

WHEREAS, pursuant to Wis. Stat. § 118.40(3)(c)1.a., an authorizing district may enter into an intergovernmental cooperative agreement with another school district to operate a charter school within the second school district’s boundaries;

WHEREAS, RVA desires to provide educational programming at its Leased Space within the boundaries of D.C. Everest and has requested authorization from D.C. Everest to continue to do so;

WHEREAS, D.C. Everest has willingly entered into this agreement with Medford and the RVA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated as if fully set forth herein.
2. Statement of Authority and Purpose.

- a. Medford and D.C. Everest have the authority to enter into this Agreement, pursuant to Wis. Stat. §§ 66.0301, 118.40(3)(c)1.a, and 120.13(3).
 - b. The purpose of this Agreement is to establish the terms and conditions under which RVA may provide its educational programming within the boundaries of D.C. Everest.
 - c. Unless otherwise specified in this Agreement, Medford and D.C. Everest reserve all rights conferred upon them by law.
 - d. Medford shall not be responsible to pay D.C. Everest under this Agreement. D.C. Everest shall not be responsible to pay Medford under this Agreement. As consideration for entering into this Agreement, Medford agrees that D.C. Everest may join RVA as a consortium district in the 2026-2027 school year, as an Invested Member. To the extent that RVA does not approve D.C. Everest as an Invested Member, this Agreement shall be null and void.
 - e. This Agreement shall not impact any services provided by Medford or D.C. Everest to their respective regular and special education students or any funding or expenditures related thereto. This Agreement shall not impact pupil membership for state aid purposes.
 - f. Medford shall be responsible for the general operation of this Agreement and shall serve as the fiscal agent, to the extent applicable. Medford shall maintain records related to or arising out of this Agreement, including, but not limited to, this Agreement and any documents pertaining to the financial management of this Agreement. Medford shall also be responsible for filing any required reports with DPI related to this Agreement, if any. Given the nature of this Agreement, there is no annual budget or proration of costs.
 - g. Medford and D.C. Everest agree to promptly execute any additional documentation reasonably requested by the other party that is necessary to implement the intended purposes of this Agreement if requested by either party.
3. Location and Operations. Even though RVA is authorized by Medford, D.C. Everest hereby authorizes RVA to provide its educational programming at the Leased Space located within the boundaries of D.C. Everest. Medford and D.C. Everest agree that RVA is authorized to continue using the Leased Space for hosting student and staff events and activities, testing, offices, storage, shipping/receiving, and technology support. D.C. Everest shall have no liability under the Lease between Medford and the Landlord for the Leased Space arising out of this Agreement. D.C. Everest shall be permitted to use the Leased Space without charge for professional development or administrative meetings provided that the Leased Space is not already in use.
 4. Term and Dissolution or Modification of Agreement.

- a. This Agreement is effective immediately upon full execution and shall continue through June 30, 2030. In the event that D.C. Everest terminates its membership in the RVA consortium prior to June 30, 2030, the term of this Agreement shall continue until June 30th of the succeeding school year.
 - b. This Agreement shall automatically renew for another period of five (5) years if D.C. Everest and RVA renew the Invested Member Agreement.
 - c. This Agreement may be terminated earlier by mutual agreement.
 - d. This Agreement may be terminated for cause if either party materially violates the terms and conditions of this Agreement and such violation is not cured within thirty (30) calendar days after written notice of such violation from the non-breaching party. Notwithstanding the foregoing, if there is a default that cannot with due diligence be cured within such thirty (30) day period, then, so long as the breaching party in good faith proceeds diligently to cure or remedy such default, the breaching party shall have such additional time as is reasonably necessary to remedy its failure to perform before the non-breaching party exercises its remedies under this Agreement.
5. Notices. Any notice required or permitted pursuant to this Agreement shall be deemed given when delivered personally, sent by certified mail postage prepaid, delivered by a commercial courier service, or delivered via electronic mail (with confirmation of receipt) as follows:

If to Medford: Laura Lundy, District Administrator
Medford Area Public School District
124 West State St.
Medford, WI 54451
lundyla@medford.k12.wi.us

With a copy to RVA: Rural Virtual Academy Charter School Inc.
Attn: RVA Board President
624 College St., Room 104
Medford, WI 54451
board@ruralvirtual.org

If to D.C. Everest: Dr. Kelley Strike, Assistant Superintendent of
Operations
D.C. Everest Area School District
6100 Alderson St.
Weston, WI 54476
kstrike@dce.k12.wi.us

Either party may change its recipient for notices by following one of the methods prescribed above.

6. Miscellaneous.

- a. It is the intent of the parties hereto that this Agreement shall conform to the laws of the State of Wisconsin, to the fullest extent possible.
- b. Nothing in this Agreement shall be construed to include obligations or provisions of any other service not expressly provided herein. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.
- c. This Agreement may be amended or modified only in writing, executed by both parties.
- d. This Agreement shall not be considered precedential as to any other parties to whom this Agreement may pertain.
- e. Neither party's rights nor obligations under this Agreement may be transferred, conveyed, or assigned without the express prior written consent of the other party.
- f. If any term, provision, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated.
- g. This Agreement is a product of joint drafting and should not be interpreted for or against any particular party.
- h. This Agreement does not create any third party benefits to any person or entity other than the signatories hereto and as solely for the consideration expressed herein.

[Signature Page Follows]

MEDFORD AREA PUBLIC SCHOOL DISTRICT

BY: _____ DATE: _____

TITLE: Board President

BY: _____ DATE: _____

TITLE: Board Clerk

D.C. EVEREST AREA SCHOOL DISTRICT

BY: _____ DATE: _____

TITLE: Board President

BY: _____ DATE: _____

TITLE: Board Clerk

Approved by Rural Virtual Academy Charter School Inc.

BY: _____ DATE: _____

TITLE: Board President