

VIRTUAL DISTRICT CHARTER SCHOOL CONTRACT

BETWEEN

AND

_____, 202__

This contract (“Contract”) is made by and between the School District of _____ (“District”) and the Governance Board of _____ 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 _____ (collectively, “Consortium”) to establish _____ Charter School (“Charter School”), a virtual charter school.

WHEREAS, the Charter School will be an instrumentality of and located in _____ 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 _____ Charter School, Inc.
- c. "Consortium" means the consortium of member school districts organized under Wis. Stat § 66.0301 to establish the _____ Charter School, Inc.
- d. "Charter School Administrator" means the Administrator of the Charter School.
- e. "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.
- f. "Department" means the Department of Public Instruction of the State of Wisconsin.
- g. "District" means the School District of _____, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- h. "Governance Board" means the Governance Board of _____ Charter School, Inc., as well as any successor to it that may have statutory duties with respect to the Charter School.
- i. "Operational Budget" means the report created by the Charter School Administrator and Governance Board detailing the funding needs for the Charter School including any expected additions to or subtractions from the Charter School fund balance.
- j. "Parties" means the District and Governance Board, through their designated representatives.
- k. "District Administrator" means the District Administrator of the School District of _____ or any designee of the District Administrator.
- l. "Teacher(s)" means an appropriately licensed teacher(s) for the Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of the Charter School, 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 the Charter School established under this Contract.

Section 2.3 The Parties agree that the establishment of the Charter School 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 the Charter School.

Section 2.6 The Charter School is authorized by the District pursuant to an agreement under Wis. Stat. § 66.0301 ("66.0301 Agreement") between the following Districts: _____. The Charter School will be located in the School District of _____ and the School District of _____ will be the fiscal agent for the Charter School pursuant to Wis. Stat. § 66.0301. The 66.0301 Agreement is incorporated herein and attached hereto as Exhibit 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 _____ Charter School, Inc. Governance Board is the entity seeking to establish the Charter School.

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. The Charter School Administrator will supervise and coordinate the daily operation of the Charter school with school staff and will work closely with and report to the Governance Board to ensure the Charter School meets the educational goals set forth in this Contract.
- b. Administrative services will be provided to the Charter School 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 educational program of the Charter School.

- a. The Charter School’s mission is to _____.
- b. 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.
- c. The District shall agree to allow the Charter School 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
- d. If the Parties mutually wish to change the educational program of the Charter School, 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. Stat. §118.01, the Charter School will provide a variety of instructional strategies and practices that may include but are not limited to: _____ These instructional strategies and practices will meet the goals set forth in Wis. Stat. § 118.01(2) of academic skills and knowledge, vocational skills, citizenship, and personal development.

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

- a. The Charter School 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 the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data. Each Consortium member will administer all required standardized tests to its resident students enrolled part time in the Charter School.
- b. The Charter School may administer to students any other assessments of learning needed to fulfill its obligations under Wis. Stat. § 118.40.

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

- a. The Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. 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 members of the Governance Board shall be employees or officers of the District.
- 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.
- c. 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.
- d. 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.

- e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.
- f. The Articles of Incorporation (“Articles”) and Bylaws (“Bylaws”) for the Governance Board are attached hereto for reference purposes only as Exhibits B and C. 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. The Charter School 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 the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.40(8)(b).
- c. The number of Administrators, Teachers and other staff assigned to the Charter School 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 the Charter School must be approved by the District and the Governance Board.
- e. The Charter School Administrator will evaluate the performance of Administrators, Teachers, and other staff as required by District policy, and will report the evaluations to the Governance Board. 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.

The Charter School shall comply with all Applicable Laws concerning health and safety. In addition, the Charter School shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School including safety policies, policies regarding mandatory reporting under Wis. Stat. §48.981 and policies regarding drilling on evacuation in the event of a fire, tornado, armed intruder, or other hazard as applicable to the virtual Charter School.

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.

The Charter School 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 on the Charter School will be distributed by the member of the Consortium including the District, through newspaper articles, mailings, brochures, parent-teacher conferences, and the web sites with a goal of achieving a racial and ethnic balance among pupils that is reflective of the District’s and Consortium’s school-age population. If necessary, the Charter School 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. The Charter School is open to all students in grades _____ who (i) reside in the District; (ii) reside in the district of a Consortium member (see Section 2.6, above); or (iii) are enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.
- 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 Charter School will select students on a random lottery basis.
- c. The Charter School 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 the Charter School.
 2. Children of the Charter School's founders, governing board members, and full-time employees but 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 the Charter School as a preferred choice will be placed in the Charter School if space is available. The District may include in its lottery all nonresident applicants who seek enrollment in the Charter School. An open-enrolled applicant’s admission to the Charter School will be

contingent on the student's enrollment in the District. If an open enrollment applicant who has selected the Charter School as a preferred choice is a student with a disability under the Individuals with Disabilities Educational 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.

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

The Charter School 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 the Charter School at any time and may request reasonable reports from the School with due notice. All financial operations of the Charter School must be in accordance with Applicable Law and the District's policies, practices, and rules, unless expressly granted a waiver by the District. The Charter School shall submit its programmatic records for an annual audit by the authorizing district.

Section 3.12 The procedures for disciplining pupils.

The Charter School will adhere to the discipline policies of the District.

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 the Charter School is voluntary. Any pupil who is a resident of the District or the district of another Consortium member and does not choose to enroll in and attend the Charter School may attend another school operated by the District or Consortium member or available by agreement with another public school 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. The Charter School will establish a main office from which it will direct all operations. In addition, the Charter School may have satellite sites for virtual students to attend classes, programs, or other activities.
- b. The District shall provide insurance for all operations and personnel involved in the operations and governance of the Charter School, 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 the Charter School. To this end, the Charter School shall be named as an additional insured on all District insurance policies.

- c. The Charter School shall name the District as an additional insured on all separate policies of insurance obtained by the Charter School.
- 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 the Charter School 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 Charter School partners, ventures, principals, agents, or representatives of one another, except only as may expressly be provided in this Contract. Neither the District nor the Charter School shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the Charter School 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.

Section 4.2 The Charter School will be exempt from all District policies unless specifically adopted by the Governance Board and/or as stated herein. The Governance Board will adopt policies for the Charter School consistent with state and federal law.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1 Students will be held accountable for their actions and behavior while participating in the Charter School'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 applicable Charter School policies. Teachers, other staff, and students will be subject to policies established by the Charter School for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Section 5.2 The Charter School 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 Charter School shall not charge tuition.

Section 5.4 The teacher assigned for each online course in the Virtual Charter School shall be appropriately licensed for the grade level and subject taught pursuant to Wis. Stat. §118.40(8)(b).

Section 5.5 Pursuant to Virtual Charter School requirements under §118.40(8), the Charter School shall:

- a. Make Instructional Staff responsible for all of the following for each pupil the Instructional Staff teaches:
 - Improving learning by planned instruction.
 - Diagnosing learning needs.
 - Prescribing content delivery through class activities.
 - Assessing learning.
 - Reporting outcomes to administrators and parents and guardians.
 - Evaluating the effects of instruction.
- b. Provide educational services to its pupils for at least 150 days each school year.
- 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.
- f. Inform the parents or guardians of each pupil attending the Charter School, 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 and by each Consortium member to its resident students pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District and Consortium members shall serve children with disabilities in the Charter School in the same manner as they serve children with disabilities attending other district schools, and shall provide funds under this subchapter to the Charter School 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 the Charter School 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. Each Consortium member shall be considered the Local Educational Agency for all students enrolled in the Charter School who are residents of the Consortium member's district and who qualify for an individualized education program under IDEA.
- d. Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

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.;
- c. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
- d. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.
- e. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
- f. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
- g. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- h. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
- i. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

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

Section 5.8 In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the allocation of funding set forth in Section 5.8, the Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right 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 Charter School may sell or otherwise dispose of such property in accordance with all Applicable Law. In no event shall the Charter School donate property to any organization or governmental body other than the District. In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law.

Section 5.9 All Charter School employees (including Teachers and other staff) and volunteers, shall be subject to background screening as deemed appropriate by the District consistent with Applicable Law. The Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and 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 the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

Section 5.10 For each school year during the term of this Contract, the Charter School’s funding from members of the Consortium, including the District, shall be equal to the sum of the following:

- a. The number of pupils who are residents of a Consortium member’s school district and enrolled full-time at _____, multiplied by _____ dollars (\$_____); plus
- b. The number of pupils enrolled full-time at _____ through open enrollment multiplied by the per pupil revenue amount statutorily determined under Wis. Stat. §118.51; plus
- c. The number of pupils who are residents of a Consortium member’s school district and enrolled less than full-time at _____, multiplied by _____ dollars (\$____) per course or credit for each student; plus
- d. Annual payment of a Consortium Membership Fee by each member of the Consortium. Each Member shall pay the Consortium Membership Fee to _____ on or prior to July 1st annually for the following school year. The Consortium Membership Fee for the _____ school year shall be _____ dollars (\$_____).

Section 5.11 On or before March 1 and based upon the expected revenue for the following school year, the Charter School Administrator and the Governance Board shall develop and

submit to the District an Operational Budget for the Charter School based upon projected enrollment. Upon approval by all Consortium members including the District, operational funds shall be available to the Charter School by the dates set forth in Section 5 of the 66.0301 Agreement. In addition, the District shall comply with all federal funding requirements in allocating federal funds to the Charter School.

Section 5.12 In the event the Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the Charter School 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, Charter School 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 5.8. 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 The Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other schools in the District, in a manner consistent with the distribution of such resources to other programs in the District.

Section 5.14 The Charter School 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. The Charter School may not prohibit an enrolled student from attending the Charter School, or expel or otherwise discipline such student, or 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 Charter School students.

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

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

Section 5.18 Subject to Applicable Law, all Charter School 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 Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of the Charter School or

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otherwise unduly burden the Charter School staff and shall comply with all Applicable Law regarding student records.

Section 5.19 The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of the Charter School at the time the application is submitted to the funding authority.

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 Charter School 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 the Charter School annually. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Charter School Administrator and District Administrator will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District and shall determine the information needed from the Charter School to complete the evaluation. To facilitate the evaluation process, the Charter School 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, the Charter School'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 Charter School shall provide to the District a report stating whether the Charter School met the standards set forth in the Department's accountability system. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.
- c. In considering renewal of this Contract, the District and Consortium shall give priority consideration to the Charter School'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 Charter School 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 Charter School shall promptly notify the District when the Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailings.
- c. **Legal Actions.** The Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, or its students.

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 the Charter School with the terms and conditions of this Contract.

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

Section 8.1 Events of Default by Charter School. 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 the Charter School 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. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- c. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- d. The Charter School has failed to comply with Applicable Law;
- e. The Charter School 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 Charter School 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 the Charter School’s students is immediately put at risk, the District shall provide the Charter School 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 the Charter School 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 Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School 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 School 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 the Charter School 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 Charter School 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 the Charter School 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 Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School 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 School 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 the Charter School 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 the Charter School’s students, the District shall advise the School 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 Charter School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Administrator.
1. If the Charter School 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.
 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 Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School 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 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 the Charter School drops below the number determined by the Governance Board needed to maintain the financial viability of the Charter School.
- 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 the Charter School.
- f. District employees, or agents provided the Charter School false or intentionally misleading information or documentation in the performance of this Contract.
- g. The District requires the Charter School 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 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 so 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 the Charter School by making available to the District all books and records that have been reviewed in preparing the Charter School'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 the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School 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 the date of execution by both Parties and shall terminate on _____. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven in part by the Charter School'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 Parties and the members of the Consortium. 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 _____
Board President
[Address]

School District of _____
District Administrator
[Address]

Charter School Inc. Governance Board
_____, Board President
[Address]

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.

Charter School, Inc.
By:

Governance Board President

Date

The School District of _____
By:

School Board President

Date



ATTEST:

School Board Clerk

Date