



Office of _____
EDUCATIONAL
OPPORTUNITY
University of Wisconsin System

RESTATED and AMENDED CHARTER SCHOOL CONTRACT

ISSUED BY THE BOARD OF REGENTS OF
THE UNIVERSITY OF WISCONSIN SYSTEM, D/B/A

**THE UNIVERSITY OF WISCONSIN SYSTEM
OFFICE OF EDUCATIONAL OPPORTUNITY**

TO

MILESTONE DEMOCRATIC SCHOOL, INC.

DATED
June 1, 2022

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This Contract is made by and between the Board of Regents of the University of Wisconsin System d/b/a the University of Wisconsin System Office of Educational Opportunity, with a mailing address of 1564 Van Hise Hall, 1220 Linden Drive, Madison, WI 53706, and Milestone Democratic School, Inc., (“Grantee”), located at 2758 Dairy Dr, Madison, WI 53718.

RECITALS

WHEREAS the State of Wisconsin has created a Charter School program under the provisions of Wis. Stat. § 118.40;

WHEREAS the University of Wisconsin System established the Office of Educational Opportunity in accordance with state law to serve as the System’s administrative unit to implement and fulfill the oversight duties of the provisions of Wis. Stat. § 118.40;

WHEREAS the Office of Educational Opportunity has been organized to cooperate with students, families, professional educators, and community leaders who are committed to improving access to high-quality educational opportunities;

WHEREAS the Director of the Office of Educational Opportunity (“OEO”) is authorized by Wis. Stat. § 118.40(2x)(b) to initiate and enter into a contract with an individual or group to operate a school as a charter school;

WHEREAS it is the intention of the Director of the Office of Educational Opportunity to grant charter school authorizations to qualified organizations that can expand quality educational options to students residing within the State of Wisconsin pursuant to the provisions of Wis. Stat. § 118.40;

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

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

NOW, THEREFORE, the OEO grants its authorization for the Grantee to operate a Charter School and establishes a charter for the Charter School in consideration of the terms, covenants, conditions, and obligations set forth in this restated and amended Contract, wherein the Parties agree to the following:

ARTICLE ONE: DEFINITIONS

Section 1.1 Certain Definitions. 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. "Administrator" means the Charter School employee responsible for the supervision and evaluation of Charter School staff in accordance with the rules issued under Wis. Stat. § 121.02(1)(a)1.
- b. "Applicable Law" means all federal, state, and local laws now or in the future applicable to Wisconsin charter schools.
- c. "Charter School" and "School" mean a school to be known as Milestone Democratic School, located at 2758 Dairy Dr, Madison, WI 53718.
- d. "Charter School Executive" means the executive director or head of school of the Charter School.
- e. "Day" shall mean calendar day.
 - a. The first day shall be the day after the event, such as receipt of a notice.
 - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- f. "Department" means the Department of Public Instruction of the State of Wisconsin.
- g. "Director" means the Director of the Office of Educational Opportunity appointed to serve under Wis. Stat. § 36.09(2)(c) or any designee of the Director.
- h. "District" means the school district in which the Charter School is physically located or from which the Charter School draws the largest share of its student population.
- i. "Governance Board" means the board of directors of the Charter School.
- j. "Grantee" means Milestone Democratic School, Inc., a nonstock corporation duly organized and existing under the laws of the State of Wisconsin to operate the Charter School.

- k. "Instructional Staff" has the meaning given in the rules promulgated by the Department under Wis. Stat. § 121.02(1)(a)2.
- l. "Operation or Management Contract" is a contract that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School, if applicable, on behalf of the Grantee.
- m. "Office" or "OEO" means the Office of Educational Opportunity at the University of Wisconsin System, which, for the purposes of this contract, is a designee of the Board of Regents.
- n. "Parties" means the University and the Grantee, through their designated representatives.
- o. "University" means the Board of Regents of the University of Wisconsin System, d/b/a the Office and the Director acting as the Board's representative.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

- Section 2.1 The Parties. The Parties to this Contract are the University and the Grantee.
- Section 2.2 The Office. Under the authority of Wis. Stat. § 118.40(2x), the Office hereby grants to the Grantee a charter to operate a Charter School under the terms and conditions of this Contract. The Director shall exercise all oversight responsibilities on behalf of the Office as set forth in this Contract. The Director may conduct research as set forth in Article Eight and elsewhere in this Contract or as allowed by Applicable Law.
- Section 2.3 The Grantee. The Grantee is responsible and accountable for performing the duties and responsibilities associated with the Charter School assigned to it under this Contract. The Governance Board shall be responsible and accountable for implementing the duties and responsibilities associated with the Charter School as set forth in this Contract.
- Section 2.4 Per Wis. Stat. § 118.40(2x)(b)2., the Parties agree that the establishment of the Charter School shall have no effect on the liability of the University other than as to those obligations specifically undertaken by the University herein. The University shall not be liable to any person not a Party to this Contract because of the establishment or operation of the Charter School. Further, the University assumes no obligation with respect to any officer, director, employee, agent, parent, guardian, student, or independent contractor of the Grantee or the Charter School, or any other persons receiving services from or doing business with the Grantee or Charter School.

ARTICLE THREE: GRANTEE AND CHARTER SCHOOL OBLIGATIONS

Section 3.1 Terms required under Wis. Stat. §§ 118.40(1m)(b)1.-14.

- (1) The name of the entity seeking to establish the Charter School.

The entity seeking to establish the Charter School is Milestone Democratic School, Inc.

- (2) The name of the Charter School Executive and the name of the Charter School Administrator, if those people are different. Also name the entity holding the Operation or Management Contract, if applicable.

The name of the Charter School Executive is Sean Anderson.

The name of the Charter School Administrator is Sean Anderson.

In the event there is a material change in the leadership of the Charter School as described in this subsection, the Grantee agrees to notify the Office immediately of the change. The Grantee shall provide the Office with a copy of the vitae of the Charter School Executive and Charter School Administrator upon hire.

- (3) A description of the educational program of the Charter School.

Milestone Democratic School will serve up to 200 students from grades 6-12. The learning program of Milestone, to the extent possible, is centered in:

1. Small-group Advisories: mixed-age groups of 16 to 22 students with one trusted advisor, who work closely every day;
2. Personal Learning Plans: each student works with their advisor every term to develop a plan for meeting academic, social, and emotional learning competencies and standards;
3. Student-Directed Project-Based Learning: students propose, develop, and self-assess their learning through structured and managed projects;
4. "Leaving to Learn": all students' weekly schedules are built around high-quality mentorships, service learning, and/or early college experiences; and
5. Participatory Governance of the School itself as "Action Civics."

The Charter School shall submit a full curriculum plan by December 15 of the calendar year prior to the school's first academic year. The curriculum plan shall be subject to the approval of the Office. If the Office does not notify the Grantee otherwise, the curriculum plan shall be deemed approved 45 days after submission to the Office.

The Charter School shall adhere to the educational program set forth herein and shall immediately notify the Director in the event the Charter School proposes to make a significant change in the educational program. Upon receiving notice, the Director shall determine whether to renegotiate or revoke this Contract under Section 9.2. The Director reserves the right to consider a significant change in the educational program without the Director's approval to be a violation of this Contract subject to revocation under Section 9.2.

- (4) The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01, including a description of how pupils with disabilities will be served in accordance with Applicable Law.

Milestone Democratic School will follow established protocols for Personalized and Project-Based Learning, as exemplified by EdVisions schools and others. What follows is a brief description:

During the course of the Planning Year, the Design Team shall develop and adopt a comprehensive series of Social, Emotional, and Academic Competencies (including Academic, Vocational, Citizenship, and Personal Development Skills as indicated by Statute), which the Teacher Professional Practice/Educators' Cooperative (TPP/EC) will subsequently align with Common Core State Standards, Next Generation Science Standards, and Wisconsin Academic Standards (or others, as applicable), and develop into a comprehensive scope and sequence for personalized learning. The Governance Board, per the bylaws of Milestone Democratic School, shall review the competency design submitted by the Design Team and the scope and sequence submitted by the TPP/EC to ensure their compliance with statute, this Contract, and the values of Milestone.

During implementation, in small-group, mixed-age advisories, students will work closely with one advisor and their families to co-design a "Personal Learning Plan," which shall dictate the specific competencies each student will pursue during a given term, and the learning opportunities (including student-directed projects, internships, online and blended learning, and instructional courses and seminars) that the student will access in order to increase mastery in said competencies.

A Special Education coordinator will work directly with all advisors to ensure that students with disabilities incorporate all required elements of their Individualized Education Program (IEP) into the structure of the Personal Learning Plan (PLP). The Special Education coordinator shall present to the Governance Board for approval a clear set of policies and procedures for accomplishing the effective combination of “IEP” and “PLP” within all legally-required bounds.

As students move through a term, frequent and regular one-on-one check-ins with their advisor will focus on formative assessment of students’ progress towards the goals described in their Personal Learning Plan. At the end of each term, Advisors will meet for summative assessment of all work completed, and to evaluate which competencies have been met with satisfaction.

- (5) The method by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured.

The Charter School shall administer the examinations required under Wis. Stats. §§ 118.30(1r) and 121.02(1)(r), 20 U.S.C. § 1177 et. seq. (also known as the “Every Student Succeeds Act”), and any other Applicable Law to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the Director in such form as the Director shall determine.

The Charter School shall administer the Measures of Academic Progress (“MAP”) testing program developed by the Northwest Evaluation Association (“NWEA”), or other assessment system approved by the Office, as annually designated by the Office. The Charter School shall administer the MAP Reading and Math assessments to students in first through tenth grades, as applicable, in both the fall and spring. These assessments are designed to measure student progress and to provide information that can be used to improve teaching and learning. The Charter School shall cause such testing data to be transmitted to the Office in a timely manner.

In addition, the Charter School shall administer the academic performance measures identified in Appendix D.

- (6) The governance structure of the Charter School, including the method to be followed by the school to ensure parental involvement.

The Charter School will be directed by an independent Governance Board that, as Grantee, is organized as a Wisconsin nonstock corporation independent of the authorizer and apply for and maintain IRC § 501(c)(3) federal tax-exempt status.

The Board will consist of voting Directors and non-voting Directors. The Board shall consist of between five and nine voting Directors who shall be elected. The Executive Director shall serve as an ex-officio, non-voting member of the Board of Directors. Directors shall be sought who bring different expertise and perspective to the Board, including but not limited to business, finance, education, legal, community, and parent representation.

No more than a minority of the Governance Board members can be employees of the Charter School. Directors shall not be employees or officers of the school district in which the Charter School is located. No members of the Board may be employees or officers of the UWSA or OEO to comply with requirements for charter schools receiving federal charter school program funds.

Governance at Milestone Democratic School takes place in five different bodies:

1. A "School Design Team," selected by weighted sortition at the beginning of each academic year. This body's primary duty is to evaluate the current School Plan and to create a new iteration of the School Plan each year (or sooner, if so directed by School Meeting). All design decisions made by the Design Team shall be reviewed by the Governance Board for compliance with local, state, and Federal law, with the master charter contract, and with the values of Milestone. Any decision found to be out of compliance with these shall be returned to the Design Team for revision. The membership of the Design Team shall be:
 - a. Current Milestone students
 - b. Family members of current students
 - c. Staff members
 - d. Community stakeholders (former design team members, former students, and their families, community advisors -- people associated with us to educate students + internships)
 - e. 1 "observer" from the previous Design Team, chosen by that team via Alternative Vote, this person can participate in consensus but is optional
2. A Governance Board, elected by Alternative Vote of a Community Engagement meeting in December of each academic year, with

each member serving a one-year term beginning each January. This body's primary duties are to raise the profile of Milestone, raise funds for Milestone, and to oversee the other governance bodies to ensure that all actions they take are legal, in compliance with our contract, and in alignment with our values. The membership of the Governance Board shall consist of a minimum of:

- a. 2 Staff members
 - b. 3 Students
 - c. 2 Community Stakeholders/Members
3. "School Meeting," including all enrolled students and employed staff of Milestone, meeting each week. The primary duties of School Meeting are to make all week-to-week decisions about how Milestone operates that are not described in the School Plan, make necessary adjustments to certain elements of the School Plan, and to receive report-backs from each Advisory. All decisions made by the School Meeting shall be reviewed by the Governance Board for compliance with local, state, and Federal law, with the Contract, and with the values of Milestone.
 4. "Community Engagement," a monthly, evening or weekend meeting to which students, staff, families, and community stakeholders are invited, facilitated by the Teacher Professional Practice/Educators' Cooperative. The primary duties of Community Engagement are to provide relevant information, and invite participation in the democratic decision making process that will ensure the school stays up to date with community needs.
 5. A "Teacher Professional Practice" (or, alternatively, an "Educators' Cooperative") made up of all full and part-time staff of Milestone. The primary duties of the TPP/EC are to put into action the current iteration of the School Plan, and to make report-backs and facilitate the operations of School Meeting, Community Engagement, and the Design Team. All operations decisions made by the TPP/EC shall be reviewed by the Governance Board for compliance with local, state, and Federal law, with the master charter contract, and with the values of Milestone.

The Governance Board will meet on a regularly scheduled basis with a minimum of 12 meetings per school year. Per Wis. Stat. § 118.40(2x)(b)2.g., parent-teacher conferences shall also be held at least once per year.

The Governance Board shall have autonomy and decision-making authority over educational programming, budgeting, staffing, and

scheduling. In addition, 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 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.

In exercising the authority under this Section, the Governance Board shall adhere to all Applicable Laws.

The Governance Board will also make reports to the Director as reasonably requested.

- (7) Subject to Applicable Law, the qualifications that must be met by the individuals to be employed in the Charter School.

All Instructional Staff for whom licensure is required by Wis. Stat. §§ 118.19(1) and 121.02(1)(a)(2) shall hold a license or permit to teach issued by the Department. Notwithstanding the foregoing, however, the Parties agree that the Charter School is not an instrumentality of the District and therefore is not subject to the requirements arising in connection with Wis. Stat. §§ 118.40(7)(a) and 118.40(7)(am).

- (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 Law concerning health and safety that pertain to public school operation. The Charter School shall establish and maintain at all times policies, procedures, and processes in accordance with Applicable Law to ensure the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School. The Charter School shall review these policies, procedures, and processes annually and update them as necessary to continue to ensure the health and safety of its pupils.

The Charter School shall ensure that all School employees receive training annually on mandatory reporting obligations under Wis. Stat. § 48.981. If the School requires employees to complete an incident report or in some other way notify supervisors or administrators when they suspect a student has been neglected or abused, the training and any written policy on the subject must be clear that such action does not fulfill their reporting responsibilities. The School must also provide alternative reporting channels in the event the misconduct involves someone in the normal reporting chain, such as an administrator.

The Charter School shall drill all students on evacuation to a safe location in the event of a fire, tornado, severe weather, armed intruder, or other safety hazard.

The Charter School shall fulfill any other actions as the Office may reasonably request to ensure the health and safety of its pupils.

- (9) The means by which the Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District population.

The Charter School is a public school and shall not discriminate because 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 through newspaper articles, Charter School mailings, brochures, parent-teacher conferences, and the School's web site with a goal of achieving a racial and ethnic balance among pupils that is reflective of the area's school-aged population. If necessary, the Charter School will target its marketing efforts to areas that may be underrepresented or at risk in the Charter School's pupil population.

- (10) The requirements for admission to the Charter School.

The Charter School shall be open to all Wisconsin residents. The Charter School may not administer any test or assessment to students prior to acceptance and enrollment. The Charter School may not limit enrollment because of a student's sex, race, color, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. The Charter School shall not limit enrollment because of a student's language spoken, intellectual or athletic ability, measures of achievement or aptitude.

The Grantee acknowledges and agrees that if the number of enrollment applications exceeds the Charter School's enrollment limit, the School

shall select students via a random lottery no later than seventy-five (75) days prior to the start of each school year. The Charter School must give preference to pupils and siblings of pupils who are already attending the Charter School. The Charter School may give preference to children of the Charter School's founders, Governance 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. The Charter School may maintain a waiting list for students who are not selected in the random lottery and utilize the waiting list to fill open seats.

As of the commencement of the first academic year, the Parties project an approximate enrollment of 50 students. If the School fails to substantially meet this projection by 60 days prior to the start of the academic year, as demonstrated through enrollment applications signed by students' parents/guardians or other reasonable documentation, the School's charter may be subject to revocation at the discretion of the Director. The Office reserves the right to verify enrollment documentation.

- (11) The manner in which annual audits of the financial and programmatic operations of the Charter School will be performed.

The Grantee shall submit annual audited financial statements of the Charter School's operations, along with the auditor's management letters and any exceptions noted by the auditors, to the Office annually beginning after the first full school year. In addition, the Grantee shall submit an audit report utilizing the template provided by the Office in Appendix C. The audit reports for the prior fiscal year shall be prepared by a certified public account and submitted to the Office by December 1.

Audits shall be conducted in accordance with generally accepted auditing principles and with the prevailing Government Auditing Standards issued by the Comptroller General of the United States. The audit report must contain a statement as to whether the auditor does or does not have substantial doubt as to the Charter School's ability to continue as a going concern. The Grantee shall provide the Office with the name and contact information of the certified public accountant who will perform the School's audit by no later than September 15 of each year.

In the event that the Grantee contracts with one or more management companies for the operation or administration of the Charter School, the reports shall include separate reports of the management companies' expenditures on behalf of the Charter School.

The Director 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 Office’s policies, practices, and rules, unless expressly waived by the Director.

- (12) The procedures for disciplining pupils.

The Charter School shall operate under a student discipline policy that must include various consequences that students may receive for designated types of misconduct.

The Charter School shall also have a suspension and expulsion policy written in accordance with State law. The Charter School shall abide by the grounds and procedures for suspending and expelling students as described in the School’s suspension and expulsion policy.

The Charter School must not apply its student discipline and suspension and expulsion policies in a manner that has the effect of discriminating against students with disabilities.

According to the “Justice Design” developed by consensus of the Design Team, before conflict (violations of the values and guidelines adopted by School Meeting) becomes violence or harm, Restorative Circles led by trained student circle-keepers and facilitated by trained members of the TPP/EC. Should the TPP/EC determine that a student is causing sufficient harm to another student, a group of students, or the school community, the TPP/EC may decide to remove that student from the school by suspending the student until such time as effective Restorative Justice and/or Community Accountability practices can ensure the safety of the school community.

If the TPP/EC determines that attempts at Restorative Justice and/or Community Accountability have not and are not likely to ensure safety of the school community, they may recommend to the Governance Board that the student be removed from the school community through expelling the student. The Governance Board subsequently shall determine whether expulsion is warranted. Should a student and/or their family feel that a determination by the TPP/EC is not just, they may appeal to the Governance Board.

- (13) The public school alternatives for pupils who reside in their resident district and do not wish to attend or are not admitted to the Charter

School.

Under Wis. Stat. § 118.40(6), no pupil may be required to attend a Charter School. Any pupil who does not choose to enroll in and attend the Charter School may attend another school in the student’s District.

- (14) A description of the School’s facilities and the types and limits of the liability insurance that the School will carry.

The Charter School will occupy the building at 2758 Dairy Dr, Madison, WI 53718.

Any change in location or increase in number of campuses must be approved in advance by the Director.

The Grantee shall maintain the following insurance coverage with minimum limits as set forth below:

1. Commercial General Liability: (which must include coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment)

<u>Coverage Type</u>	<u>Minimum Limit</u>
Each Occurrence Limit	\$1,000,000
Damages to Rented Premises	\$50,000
Medical Expense (per person)	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$2,000,000

2. Auto Liability:

<u>Coverage Type</u>	<u>Minimum Limit</u>
Combined Single Limit	\$1,000,000

3. Umbrella/Excess Liability:

<u>Coverage Type</u>	<u>Minimum Limit</u>
Each Occurrence Limit	\$5,000,000
General Aggregate Limit	\$5,000,000

4. Worker’s Compensation: Statutory Coverage

5. Employer’s Liability:

<u>Coverage Type</u>	<u>Minimum Limit</u>
Each Accident	\$100,000

Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

6. School Leader’s Errors & Omissions/Educator’s Legal Liability:

<u>Coverage Type</u>	<u>Minimum Limit</u>
Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000

7. Crime/Employee Dishonesty Coverage: (commercial insurance or bond covering crime, including employee theft, forgery, larceny, and embezzlement for School employees, Governance Board members, and management companies responsible for the financial decisions of the Charter School)

<u>Coverage Type</u>	<u>Minimum Limit</u>
Limit per Loss	\$500,000

The “Board of Regents of the University of Wisconsin System, its officers, employees, and agents” shall be named as an additional insured under the insurance policies described in parts 1-3 above. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office no later than May 31 prior to the Charter School’s first academic year and each year thereafter by July 1. Specifically, the certificate holder shall be the Board of Regents of the University of Wisconsin System, c/o the Office of Educational Opportunity, 1564 Van Hise Hall, 1220 Linden Drive, Madison, WI 53706.

The Grantee shall immediately notify the Office upon receipt of a notice of cancelation, nonrenewal, or change in coverage by any of its insurers. Should the Grantee be unable to obtain any of the aforementioned coverages, the Grantee may seek a written waiver of the above provisions from the University’s Risk Manager by directing such a request to the Office. Under no circumstances is the Board’s right to recovery of damages limited to the fact that it is named as an additional insured under the insurance policies noted above.

The Grantee shall require subcontractors of the Charter School to be insured and provide a certificate of coverage providing evidence of the insurance policies described in parts 1-3 above. The Grantee or Charter School shall be named as an additional insured under the subcontractor’s insurance policies described in parts 1-2 above.

In addition, for subcontractors providing high risk services, including, for example, air charter, asbestos abatement, building construction and

remodeling, custodial, daycare, elevator maintenance, manual food service, medical services, recreational services/high risk entertainment, refuse transportation and disposal, security, and transportation of people, the Grantee shall confer with its insurance, risk management, and legal advisors to determine additional coverage types and limits necessary to protect subcontractor and Grantee from exposures not covered by the basic insurance requirements noted above.

Subcontractors shall provide a certificate of insurance proving they have obtained the appropriate insurance coverages and limits.

For purposes of this subparagraph, “subcontractor” is defined as any third party or entity with which the Grantee contracts for the provision of goods or services related to the School, and which subcontractor is not expressly covered by the Grantee’s own liability insurance coverage as described above.

Section 3.2 Per Wis. Stat. § 118.40(2x)(b)2., the effect of the establishment of the Charter School on the liability of the University.

The University shall not be liable to any person not a Party to this Contract because of the establishment or operation of the Charter School. Further, the University assumes no obligation with respect to any officer, director, employee, agent, parent, guardian, student, or independent contractor of the Grantee or the Charter School, or any other persons receiving services from or doing business with the Grantee or Charter School.

The Parties agree that nothing in this Contract will create any association, partnership, or joint venture between the Parties, or any employer-employee relationship between the University and the Governance Board or the Charter School.

Section 3.3 Per Wis. Stat. § 118.40(2x)(b)2.d., the methodology that will be used by the School Board to monitor and verify pupil enrollment, credit accrual, and course completion.

The School Developer, the Enrollment Coordinator, and any future Administrative Assistant, shall ensure that all digital documents pertaining to applications and enrollment are accessible to all members of the Governance Board. Enrollment reports generated by any of the above parties shall be furnished promptly to the Governance Board. The TPP/EC shall furnish to the Governance Board, at least quarterly, reports of student progress toward graduation along each student’s respective Personal Learning Plan.

Section 3.4 Nonsectarian Practices. The Charter School shall be nonsectarian in all its programs, admissions policies, employment practices and all other operations.

Section 3.5 Tuition. To the extent provided in Wis. Stat. § 118.40 et seq., the Charter School shall not charge tuition.

Section 3.6 Anti-Discrimination.

- (1) No student may be denied admission to, or participation in or the benefits of, or be discriminated against in any Charter School program, operation or activity on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, marital or parental status, or any other category protected by law, including physical condition or disability.
- (2) No employee of the Charter School may be discriminated against on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, marital or parental status, genetic information, arrest record, conviction record, military service, veteran status, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or participate in any communication about religious matters or political matters, or any other category protected by law.

ARTICLE FOUR: ADDITIONAL OBLIGATIONS & POWERS OF THE GRANTEE & CHARTER SCHOOL

Section 4.1 **Compliance with Applicable Law.** The Charter School shall comply with all Applicable Law, which may change from time to time. The Charter School acknowledges and agrees that Applicable Law specifically includes the following:

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7;
2. Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*;
3. Age Discrimination Act of 1985, 42 U.S.C. § 6101 *et seq.*;
4. Section 504 of the Rehabilitation Act of 1974, 29 U.S.C. § 794, and the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213;
5. Individuals with Disabilities Education Act, 20 U.S.C. § 1400-1485 *et seq.*;
6. Family Education and Privacy Rights Act, 20 U.S.C. § 1232(g) and Wis. Stat. §118.125 Pupil Records;
7. Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*;
8. Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655;
9. Every Student Succeeds Act, Pub.L. 114-95;
10. Wis. Stat. § 48.981 Abused or Neglected Children;
11. Wis. Stat. § 118.31, which prohibits corporal punishment of pupils;
12. Wis. Stat. § 118.32, which prohibits a strip search of a pupil;
13. Wis. Stat. § 118.40 (2x)(b)2. L, which requires that the Charter School's curriculum include the instruction required under § 121.02 (1) (L) 8., if the Charter School operates at grade 5 or above; and
14. Wis. Stat. § 115.415 Educator Effectiveness.

If the Applicable Law requires the Office to take certain actions or establish requirements with respect to the Grantee, the Grantee shall cooperate with those actions and comply with those requirements.

Section 4.2 **Non-Profit Status.** The Charter School shall be created, maintained, and operated by the Grantee, a nonstock corporation created under Chapter 181, Wisconsin Statutes. The Grantee shall provide to the Office documentary evidence that it is a nonstock organization in good standing under the laws of the State of Wisconsin, including a copy of its By-Laws, by the date this Contract is executed. The Grantee shall remain a nonstock corporation under the laws of Wisconsin for the duration of this Contract and shall, as the Director requests, provide the Office documentary evidence that confirms its good standing and its nonstock status by November 1 of each year thereafter. The Grantee will apply for and maintain tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986.

Section 4.3 **Background Screening.** The Grantee shall, at its own expense, perform or cause to be performed background screening through the State of Wisconsin Department of Justice of all full- and part-time employees, agents, contractors,

and volunteers engaged at the Charter School as teachers or otherwise having access to pupils, and shall not assign any employee, agent, contractor, or volunteer to teach or otherwise to have access to pupils until the Grantee or its designee investigates and determines that there is nothing in the disclosed background of the employee, agent, contractor, or volunteer that would render him/her unfit to teach or otherwise have access to pupils of the Charter School, including conviction for a criminal offense or pending charges that substantially relate to the duties and responsibilities assigned to the employee, agent, contractor, or volunteer. For purposes of this Section, "volunteer" shall mean a non-paid person who serves at the Charter School and who has significant or unsupervised access to pupils, but shall not include a parent/guardian whose significant/unsupervised access is limited to his/her own child/ward. Such background screening shall be performed within 30 days prior to the first day of the Charter School's academic year. In the event an individual commences employment or volunteering after the screening was performed for a given year, such screening shall occur prior to such individual beginning employment or volunteering with the Charter School.

Section 4.4 Employment of Personnel. The Grantee or its agents or designees shall contract with personnel in accordance with all state law requirements regarding certification and qualifications of employees of public schools, including Wis. Stat. § 118.19 and Wis. Stat. § 121.02. The Grantee shall provide to the Office a copy of all faculty and staff certification reports filed with the Department showing that such personnel are licensed as required by this Contract or have applied for licensure from the Department. The Grantee or its designee shall make available to the Office, upon request, all licenses, certifications, and employment contracts for personnel engaged at the Charter School.

Section 4.5 Training. Per Wis. Stat. § 118.40(2x)(b)2.j., the Governance Board shall participate in any training required by the Office.

Section 4.6 Administrative Fee. Per Wis. Stat. § 118.40(2x)(b)2.k., the Grantee shall be subject to the following terms regarding administrative fee payments.

- (1) The Grantee shall pay to the Office annually an administrative fee to reimburse the Office for the actual direct and indirect costs of administering this Contract during each period of July 1 to June 30 during the term of this Contract. Actual costs shall not include research fees. The administrative fee shall be determined by the Office but shall not exceed 3% of the per pupil amount paid to the Grantee each year by the Department under Section 5.2 of this Contract, or \$75,000 cap on aggregate administrative fees imposed by Section 4.6(1).

- (2) No later than July 1 of each year during the term of this Contract, the Office shall provide the Grantee with an itemized budget showing the Office's best estimate of its proposed total expenditures for administering the Contract during the upcoming period of July 1 to June 30. The Grantee shall thereafter pay to the Office the amount of such proposed total expenditures, doing so in four (4) equal payments, each due within ten (10) days after the Grantee shall have received from the Department a quarterly per pupil aid payment payable under Wis. Stat. § 118.40(2x)(e).
- (3) No later than December 15 of each year during the term of this Contract, the Office shall provide the Grantee with an end of year financial statement showing the Office's actual total expenditures for administering the Contract, as provided in this Section 4.6, during the period of July 1 to June 30 then just completed. Within ninety (90) days after the Grantee receives such end of year financial statement, the Office shall pay to the Grantee, or the Grantee to the Office, as the case may be, the difference between (i) the amount of the Office's actual total expenditures during the period of July 1 to June 30 summarized in such end of year fiscal statement and (ii) the amount paid by the Grantee with respect to such period. Any reconciling payments made by Grantee pursuant to this Section 4.6(3) shall remain subject to the 3% cap on aggregate administrative fees imposed by Section 4.6(1).

Section 4.7 Student Activities and Rental Fees.

- (1) The Charter School may assess reasonable pupil fees for activities such as field trips and extracurricular activities, which fees shall not exceed the actual cost to provide such activities. The Charter School may also assess reasonable rental fees for the use of such items as towels, gym clothing, and uniforms, which fees shall not exceed the actual cost to provide such items. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such a pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.
- (2) The Charter School may require its pupils to purchase and wear uniforms, but no Party shall profit from the sale of uniforms to pupils.

Section 4.8 Transportation Contracts. The Grantee may enter into contracts with other school districts or persons, including municipal and county governments, for the transportation of Charter School students to and from school and for field trips.

Section 4.9 Inspection of Charter School Facilities. The Grantee shall permit the Director to inspect Charter School facilities at any time during the term of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School.

Section 4.10 Direct Access to Charter School Records. Subject to Applicable Law and pursuant to Wis. Stat. § 118.40(2x)(b)2.e., the Grantee shall grant the Director upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including pupil records and reports submitted by the Grantee to the Department, at any time within normal business hours during the term of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of the School. The Grantee shall provide the Office with a copy of the reports submitted to the Department at the time of filing as identified in Appendix A.

The Grantee also agrees to provide the Office with a copy of any Charter School records and documents within two (2) weeks of any reasonable request. To the extent that the Charter School provides any Charter School records to the Office that are protected by privacy or confidentiality laws, the Office agrees to abide by such laws as are applicable to the Charter School and not to disclose such records to any third party, except as required by law.

Section 4.11 [Reserved.]

Section 4.12 School Year Calendar. The Grantee shall submit the proposed calendar and Department's Days and Hours of Instruction Worksheet for each school year no later July 1. Schools must annually schedule at least 437 hours of direct pupil instruction in kindergarten, at least 1,050 hours of direct pupil instruction in grades 1 through 6, and at least 1,137 hours of direct pupil instruction in grades 7 through 12. Scheduled hours may include recess and time for pupil to transfer between classes but shall no include lunch period. The calendar shall be subject to the approval of the Office. If the Office does not notify the Grantee otherwise, the calendar shall be deemed approved 30 days after submission to the Office.

Section 4.13 Grant Applications. The Grantee shall submit to the Office copies of any applications for grants made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 4.14 Authorization for Release of Department Reports. The Grantee hereby authorizes the Department to disclose or transmit to the Office upon the Office's request any information, data, or reports filed by the Grantee with the

Department. Reports submitted by the Grantee to the Department include the Pupil Membership Audit, the Special Education Plan (Report No. PI-3200), the Third Friday in September Pupil Count Report (Report No. PI-1567-A), the School Performance Report, the Fall Staff Report (Report No. PI-1202), the Fall Enrollment Report (Report No. PI-1290), the Federal Collection: Special Education Child Count (Report No. PI-2197-A), the Second Friday January Pupil Count Report (Report No. PI-1567-B), the Course Offerings (Report No. PI-1215), the End of the Year AODA/Tobacco Report, and the ESEA Consolidated Application: Title I, Title II, Title III, Title IV, Title V Federal Funds.

Section 4.15 Separate Reporting. Pursuant to Wis. Stat. § 118.40(2x)(2)(b)2.h., if Grantee is authorized to operate more than one Charter School under this Contract, it shall direct each Governance Board to provide the Office with separate reports for each Charter School authorized hereunder.

Section 4.16 Lead Testing.

- (1) The Charter School shall undergo lead testing on an annual basis, and the Grantee shall submit to the Office, Charter School staff, and the parents of Charter School students, the results of such testing by the February 1 each year.
- (2) Lead testing may be conducted by a laboratory certified by the Wisconsin Department of Natural Resources to perform chemical testing of drinking water samples.
- (3) The annual lead testing results must indicate that no faucet used in food preparation in the Charter School, nor any drinking fountain in the Charter School, exceeds the lead levels set forth in the Lead and Copper Rule issued by the U.S. Environmental Protection Agency (EPA).
- (4) Testing protocols must follow the United States Environmental Protection Agency "3T's for Reducing Lead in Drinking Water in Schools" guidelines; however, a 15 ppb (not the 20 ppb that is listed) lead level shall be the threshold standard.
- (5) If the Charter School does not meet the required standard, it shall submit documentation of work performed to rectify the deficiency to (a) the Office, (b) Charter School staff, and (c) the parents of Charter School students within 60 days of submission of its test results.

ARTICLE FIVE: JOINT RESPONSIBILITIES OF THE PARTIES

Section 5.1 Operation or Management Contracts and Other Subcontracts.

- (1) The Director reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of the Charter School that the Grantee wishes to itself enter into with any third party not treated by the Grantee as an employee of the Grantee, that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School and that contemplates an aggregate liability of more than \$50,000 per fiscal year.
- (2) The Grantee shall submit a copy of any proposed Operation or Management Contract to the Office for approval prior to entering into such contract. The Office shall have 30 days after receipt of the contract to review and notify Grantee in writing of the Office's approval of the contract or rejection of the contract with specific objections. The Grantee may modify a proposed contract in accordance with the Office's specific objections and resubmit the contract for the Office's approval, which shall not be unreasonably withheld, conditioned, or delayed. If no written notice is provided within 30 days, the contract shall be deemed approved and the Grantee may enter into the contract.
- (3) Every Operation or Management Contract shall be written and executed by both the Grantee and the third party, contain the third party's covenant to submit to the Office any documentation material to the Office's efforts to assist the Director in carrying out its oversight responsibilities, and provide that the third party shall, subject to Applicable Law, grant the Director or the Director's designee and the Grantee the right to inspect and copy at cost any and all records and documents directly related to the terms and conditions of this Contract, including pupil records. In addition, every Operation or Management Contract with a third-party provider of educational management services shall specify the nature and methods of compensation for such third-party provider of educational management services and shall specify the methods and standards the Grantee shall use to evaluate the performance of the third party.
- (4) Subject to the approvals specifically provided for herein, the Grantee shall have full autonomy over the Charter School's educational programming, policies, operations, budget development, scheduling, staffing, and other personnel decisions.

Section 5.2 Payments to Charter School. Upon execution of this Contract, the Director shall notify the Department in a timely fashion of the Grantee's eligibility for funds under Wis. Stat. § 118.40(2x)(e). During the term of this Contract, the Grantee shall be paid by the Department the amount during each school year as specified by Wis. Stat. § 118.40(2x)(e) and applicable rules and policies of the Department.

Section 5.3 Performance Evaluation. (Wis. Stat. § 118.40(2x)(b)2.a-b.)

- (1) The Office shall evaluate the performance of the Charter School based on academic, financial, and organizational performance using the indicators and metrics set out in Appendix D of this contract.
- (2) In the event the Charter School fails receives a cumulative score of "Far Below Standards" in any given year, the following action will be taken:
 - (a) If such failure has occurred for fewer than three consecutive years, the school will submit a remediation plan describing the corrective measures it will take to meet the indicators that received a score of "Far Below Standards" by July 1 of each year when required. This remediation plan shall include a detailed description of the Grantee's plan to improve the indicators that were not satisfactorily met.
 - (b) If such failure has occurred for three consecutive years or more, the Charter School shall be in default of the Article Nine of the Contract and subject to revocation of its charter; however lesser remedial action as may be determined by the OEO at its sole discretion.
- (3) Substantial fulfillment of the performance indicators set out in Appendix D shall be the standard for subsequent renewal of Charter School's charter.
- (4) The Office shall evaluate Charter School at least annually consistent with the indicators and metrics set out in Appendix D.
- (5) Pursuant to the Office's authority under Wis. Stat. § 36.64(4), the Director may seek input and recommendations from an advisory council on the Charter School's annual performance evaluations and renewal decisions as described in this Section; however, the advisory council's recommendations will not bind the Office or Director.

ARTICLE SIX: NOTICES, REPORTS, AND INSPECTIONS

Section 6.1 **Notice of Annual Budget.** The Grantee shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year no later than July 1. If any subsequent revisions are made to the budget that require Governance Board approval, the revised budget shall be provided to the Office within 30 days of such approval. During the first year of Charter School Operation, the Director shall review the annual budget in conjunction with the Grantee.

Section 6.2 **Other Notices.**

- (1) **Notice of Meetings and Minutes.** The Charter School shall provide to the Director notice for and Governance Board agendas in advance of all meetings and approved minutes upon publication. The Governance Board shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.
- (2) **Governmental Agencies.** The Grantee or Charter School shall promptly notify the Director when the Grantee or 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.
- (3) **Legal Actions.** The Charter School shall immediately report in writing to the Director 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.
- (4) **Reporting Data.** Per Wis. Stat. § 118.40(2x)(b)2.i., the Grantee shall provide the Office with all information necessary for the Office to assemble the reports required by Wis. Stat. § 118.40(3m)(f).

Section 6.3 **Certain Reports.** The Grantee shall provide at its expense such information and non-periodic reports as the Director may reasonably request to confirm compliance by the Charter School with the terms and conditions of this Contract.

Section 6.4 **Inspections.** The Grantee shall work with the Office to allow for at least one formal visit to the Charter School each year during which the Director or another Office representative shall inspect Charter School's operations. The Grantee shall make reasonable efforts to accommodate any informal visits to the Charter School that the Office may request.

ARTICLE SEVEN: MISCELLANEOUS PROVISIONS

Section 7.1 Athletic and Other Associations. The Charter School may join any organization, association, or league as is customary for public schools in the State of Wisconsin that has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 7.2 Code of Ethics. Each member of the Governance Board and each officer of the Grantee directly involved in the implementation of the terms and conditions of this Contract (each a "Board Member") shall be subject to the following Code of Ethics:

- (1) "Anything of value" means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation paid by the Grantee for the services of a Board Member, or expenses paid for services as a Board Member, or hospitality extended for a purpose unrelated to Charter School business.
- (2) "Immediate family" means a Board Member's spouse and any person who receives, directly or indirectly, more than one half of his or her support from a Board Member or from whom a Board Member received, directly or indirectly, more than one half of his or her support.
- (3) No Board Member may, in a manner contrary to the interests of the Charter School, use or attempt to use his/her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the Board Member, his or her immediate family, or any organization with which the Board Member is associated.
- (4) No Board Member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his or her conduct of Charter School business would be influenced thereby.
- (5) No Board Member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family, or for any other person or organization with which the Board Member is associated.

- (6) If a Board Member, a member of a Board Member’s immediate family, or any organization with which a Board Member is associated proposes to enter into any contract (including a contract of employment) or lease with the Grantee that may within any 12-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to Wis. Stat. § 118.40(2x)(e), such Board Member shall be recused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Grantee’s entering into such contract or lease; provided, however, that such Board Member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Governance Board inquiries concerning such contract or lease.
- (7) A Board Member may enter into a contract or lease described in the immediately preceding Subsection only if the Board Member has made prior written disclosure of the nature and extent of any relationship described in that Subsection to the Office.
- (8) No Board Member may be an employee of the Grantee. No more than a minority of the board members can be employees of the charter school or employees or officers of the school district in which the charter school is located. §118.40(4)(ag). Under federal rules, charter schools receiving federal charter school program funds may not have any employees of the University of Wisconsin System Administration on the Charter School’s Governance Board.

Section 7.3 Use of University Marks. Neither the Grantee, the Charter School, nor any of their subcontractors may use the name, logo, or other mark designating the University without the expressed prior written consent of the Office, nor may the name, logo, or other mark designating the Board without the expressed prior written consent of the Board of Regents.

Section 7.4 Copies of Certain Documents. The Grantee shall provide to the Office no later than May 31 prior to the Charter School’s first academic year:

- (1) Copies of its lease or deed for the premises in which the Charter School shall operate; and
- (2) Copies of certificates of occupancy and safety that are required by law for the operation of a public school in the State of Wisconsin.

The Office reserves the right to review and approve the sufficiency of such documents. The insufficiency of any such document shall constitute an Event of Default under this Agreement.

Section 7.5 Public Records. The Grantee agrees to manage and oversee the Charter School in accordance with all applicable federal and state public records laws. For purposes of this Contract, the Grantee shall be deemed an “authority” as defined in Wis. Stat. § 19.32(1) and shall be subject to the public records law provisions of Wis. Stat. Ch. 19, subchapter II.

Section 7.6 Open Meetings. The Grantee agrees to abide by the Wisconsin Open Meetings law, Wis. Stats. § 19.81, et seq., and specifically agrees that the meetings during which the following events occur shall be open to the general public:

- (1) Submission of annual report to the Governance Board;
- (2) Approval of the annual budget of Charter School by the Governance Board;
- (3) All school admission lotteries; and
- (4) Approval of the annual audit of Charter School by the Governance Board.

The Grantee shall use its good faith efforts to provide reasonable notice of the meeting during which the above-listed events occur to the parent/guardian of each student attending the Charter School and shall notify the public in accordance with Applicable Law.

Section 7.7 Additional Schools. Grantee may open one or more additional charter schools if all charter schools operated by Grantee were designated as attaining the one of the top two performance categories for three consecutive years on the accountability reports published under Wis. Stat. § 115.385. If new charter schools are opened under this provision, the Parties shall enter into a new contract for each additional school.

ARTICLE EIGHT: PROVISIONS FACILITATING UNIVERSITY RESEARCH

Section 8.1. Research. The Parties agree that the University may seek information from the Grantee and the Charter School for purposes of research. Prior to conducting such research, the University shall seek the Grantee's written approval, which will not be unreasonably withheld. Information relevant to such research shall include the following:

- (1) Surveys. The University may survey individuals and groups (including parents, students, teachers, board members, others involved in the governance of the Charter School, and the public) concerning the performance of the Charter School, provided that such surveying shall not materially interfere with the orderly and efficient operation of the Charter School. The University shall bear the cost of developing, printing, and distributing such surveys. The Grantee agrees to cooperate with the University's efforts to conduct such surveys. Employment contracts with teachers employed at the Charter School shall specify that they shall cooperate with such surveys.
- (2) Parent/Guardian Evaluation Participation. The University may ask the parent or legal guardian of a pupil enrolled in the Charter School to participate in an evaluation or research, which may include their participation in an interview or responding to a questionnaire, about the performance of the Charter School. The Grantee shall use its best efforts to encourage the parent or legal guardian to participate in such evaluation or research process, subject to their consent.
- (3) Research Observers. The Grantee agrees to accept on the Charter School's premises research observers designated by the University to serve as observers of the activities of the Charter School, provided that the activities of such research observers shall not interfere with the orderly and efficient conduct of education and business at the Charter School.

ARTICLE NINE: REVOCATION OF CONTRACT BY THE DIRECTOR

Section 9.1 Events of Default by Grantee or Charter School. The Director may terminate this Contract under procedures in Section 9.2 if the Director finds that any of the following Events of Default have occurred:

- (1) The pupils enrolled in the Charter School fail to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or fails to make progress under the Performance Framework as set forth in this Contract for 3 consecutive years;
- (2) The Grantee or Charter School fails to comply with generally accepted accounting standards of fiscal management or receives a qualified audit opinion regarding its inability to continue as a going concern and has not resolved the auditor's concerns within a reasonable time period, not to exceed 30 days or such longer period as the Office may allow in its sole discretion;
- (3) The Grantee's current liabilities exceed current assets or total liabilities exceed total assets, or the Grantee has been declared insolvent or adjudged bankrupt by a court of competent jurisdiction;
- (4) The Grantee or Charter School's directors, officers, employees, or agents provide the Office with false or intentionally misleading information or documentation in the performance of this Contract;
- (5) The Charter School materially fails to comply with Applicable Law;
- (6) The Charter School materially violates Wis. Stat. § 118.40 et seq.;
- (7) The Grantee or Charter School materially violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (8) The Charter School has enrollment below the projected minimum established in this Contract or has insufficient enrollment to operate successfully; or
- (9) The Grantee or Charter School fails to submit the documentation required by this Contract and is therefore unable to commence operations or fails to commence operation of the Charter School by September 15 following initial grant of its charter.

Section 9.2 Procedures for the Director's Revocation.

- (1) Emergency Termination or Suspension Pending Investigation. If the Director determines that any Event of Default has occurred that puts the health or safety of the Charter School's students at immediate risk, the Director 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.

If the Director elects to exercise superintending control pending investigation of the pertinent charge, the Director 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.

Upon completing its investigation, the Director shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth by the charge in the original notice, a notice of an Event of Default and an opportunity to cure pursuant to this Contract, or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Grantee.

- (2) Non-Emergency Revocation and Opportunity to Cure. If the Director determines that any Event of Default has occurred, but that such occurrence does not put the health or safety of the Charter School's students at immediate risk, the Director shall provide the Charter School written notice of such Event(s) of Default and shall specify a reasonable period of time of at least 30 Days within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Director.

If the Grantee or School gives the Director written notice of its intent not to cure or fails to cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Director, the Director may terminate this Contract by written notice delivered within 10 days after the earlier of the receipt of such notice and the expiration of the specified period.

If the Director terminates this Contract, termination shall become effective at the end of the current academic year. If the written notice of termination under the subsection above is delivered after the close of a

school year but before the commencement of the next school year, termination shall become effectively immediately.

Section 9.3 General Termination or Nonrenewal Procedures.

- (1) Final Accounting. Upon termination or nonrenewal of this Contract, the Grantee shall assist the Office in conducting a final accounting of the Charter School by making available to the Office all books and records that have been reviewed in preparing the Grantee's annual audits and statements under this Contract. The Grantee shall also submit a final audited financial statement of the Charter School's operation, including auditor's management letters and any exceptions noted by the auditors, which must be received by the Office within 120 days after the end of the Grantee's final school year.
- (2) Records Retention. Upon termination and nonrenewal of this Contract, the Grantee shall designate a records custodian who shall be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period and the contractual retention requirements as described below, whichever is longer, the records custodian shall arrange for the destruction of records in a manner that ensures their confidentiality.
- (3) Administrative and Personnel Records. Upon termination and nonrenewal of this Contract, the records custodian shall maintain a copy of the School's administrative records, including personnel records, and will provide copies of such records to third parties as required by law or otherwise appropriately requested for a period of not less than six (6) years.
- (4) Student Records. Upon termination and nonrenewal of this Contract, the Grantee shall provide the Office and the Department with a list of pupil names and their contact information, along with the name of the school to which each pupil is transferring, if known. The records custodian shall transfer a copy of the pupil records, as defined in Wis. Stat. § 118.125, to the school to which each pupil is transferring. The records custodian shall also maintain a copy of pupil records in accordance with Wis. Stat. § 118.125(3).
- (5) Financial Obligations/Asset Distribution. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Grantee 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 implement a procedure for limiting all expenditures to those that are reasonable and necessary for the ongoing day-to-day operations of the Charter School, such as preauthorized payroll expenses, utilities, rent, and insurance. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall provide the Office and the Department with an inventory of any property or equipment purchased, in whole or in part, with state or federal funds. Following any disposition required by state or federal law, and following the satisfaction of the creditors, the trustee shall distribute any remaining property and equipment purchased with state or federal funds to other Charter Schools as directed by the Office.

- (6) Dissolution Checklist. In conjunction with the termination/nonrenewal procedures provided for herein, Grantee shall, upon termination or nonrenewal of this Contract, complete the Charter School Dissolution Plan attached hereto as Appendix E and provide such completed plan to the Office.

ARTICLE TEN: TERMINATION BY THE GRANTEE

Section 10.1 Grounds for Termination by the Grantee. The Grantee may terminate this Contract under procedures in Section 10.2 if it finds that any of the following Events of Default have occurred:

- (1) The Grantee has insufficient enrollment to successfully operate or enrollment substantially below the projected minimum established in this Contract;
- (2) The Grantee's Operation or Management Contract with a third-party provider of educational management services has been terminated and a reasonable replacement cannot be obtained;
- (3) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Grantee, before the expiration or termination of its right to occupy its existing physical plant;
- (4) The Grantee's current liabilities exceed current assets or total liabilities exceed total assets, or the Grantee has been declared insolvent or adjudged bankrupt by a court of competent jurisdiction;
- (5) The Grantee has lost its right to exercise authority granted under this Contract or under Wisconsin law;
- (6) The Director materially violates any of the terms, conditions, promises, or representations contained in or incorporated into this Contract; or
- (7) The Director materially violates Wis. Stat. § 118.40 or other Applicable Law.

Section 10.2 Procedures for Charter School Termination of Contract.

- (1) Notice. If the Grantee determines that any Event of Default has occurred, the Governance Board shall notify the Director of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination and the proposed effective date of termination (which date shall, to the extent reasonably practicable, be the end of the next academic semester scheduled for the Charter School).
- (2) Discretionary Termination. Upon receipt of notice of the Events of Default, the Director may conduct a preliminary review of the alleged bases 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 Director receives the Governance Board's notice, the Director shall deliver to the Governance Board a notice either approving the Governance Board's requested termination and the effective date of termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the Director intends to cure the Events of Default.

If the Director does not deliver a written notice to the Governance Board approving or denying the requested termination within thirty (30) days after the Director receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.

If the Director gives notice of his/her intent to cure the Events of Default, the Governance Board shall specify a reasonable period (though in no instance less than 30 days) within which the Director shall cure or otherwise remedy the specified Events of Default to the reasonable satisfaction of the Governance Board.

If the Director does not so cure or otherwise remedy the specified Events 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.

If the Governance Board terminates this Contract, termination shall become effective at the termination date proposed by the Governance Board.

Section 10.3 General Termination or Nonrenewal Procedures. The General Termination or Nonrenewal Procedures set forth in Section 9.3 above shall be applicable to a termination of this Contract under this Article.

ARTICLE ELEVEN: TECHNICAL PROVISIONS

Section 11.1 **Term of Contract**. The term of this contract shall commence on the date of execution of this Contract by both Parties and shall govern the Grantee's operation of the Charter School for five (5) full school years, from July 1, 2020 until June 30, 2025. While this Contract will be executed and in place on the date of signing, the school years in which the Charter School will operate are listed above.

The Contract may be renewed for additional terms. During the last full year of this Contract, the Office shall conduct a review of the Charter School's performance to date in accordance with the performance framework set forth in this Contract. Upon completion of the review, the Office shall issue a written report to the Charter School; the results of the review shall serve as the basis for the Office's renewal decision.

Section 11.2 **Non-agency**. It is understood that neither the Grantee nor the Charter School is an agency of the University or Office.

Section 11.3 **Appendices**. Any document referred to in this Contract as an Appendix or appended to this Contract is made a part of this Contract, and the Grantee and Charter School agree to abide by all the terms and conditions included therein.

Section 11.4 **Applications of Statutes**. If, after the effective date of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, all Parties are expected to immediately take steps to ensure compliance with Applicable Law, and this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

Section 11.5 **Hold Harmless and Indemnification**. To the extent allowed by law, the Grantee shall hold harmless and indemnify the University and Office against any and all liability, claims, demands, and causes of action (including reasonable attorney fees) that arise out of, occur in connection with, or are in any way incidental to the performance or nonperformance of obligations under this Contract by the Grantee and its contractors, subcontractors, and agents.

Section 11.6 **Amendments**. This Contract may be amended only upon the written agreement of the Parties.

Section 11.7 **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 11.8 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 11.9 Entire Agreement. This Contract sets forth the entire agreement among the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.
- Section 11.10 Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.
- Section 11.11 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 11.12 Force Majeure. If any circumstances occur beyond the control of a Party that delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period to the delay or shall be canceled if such performance has been rendered impossible by such circumstances.
- Section 11.12 No Third-Party Rights. This Contract is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the Parties or between any Party and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
- Section 11.13 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.
- Section 11.14 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 11.15 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 must or may give notice or provide information shall fulfill any such responsibility under this Contract by giving notice or providing information to the other Party at the following address:

To Grantee:
Milestone Democratic School, Inc.
2758 Dairy Drive
Madison, WI 53718

To Office:
Office of Educational Opportunity
1564 Van Hise Hall
1220 Linden Drive
Madison, WI 53706

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 set forth in this Contract. In addition, each signatory below represents that s/he has authority to act on behalf of the respective represented Party, and understands that the other Party is relying on said representation.

FOR THE GRANTEE:



Signature

Sarah B. Wilkening

Name

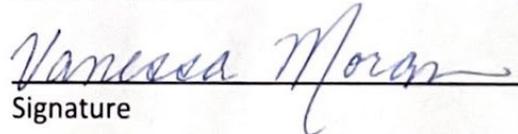
Director of Operations

Title

6-1-2022

Date

FOR THE OFFICE:



Signature

Vanessa Moran

Name

Director, OEO

Title

6/1/2022

Date

APPENDIX A: COMPLIANCE WORKSHEET: REQUIRED DOCUMENTATION AND DUE DATES

Required Items with Due Dates		
<i>The following documents require submission on a required due date.</i>		
DUE DATE	DOCUMENT/SUBMISSION	CONTRACTUAL REFERENCE
July 1	Proposed School Year Calendar	Section 4.12
	Days and Hours of Instruction DPI Worksheet	Section 4.12
	Annual Submission of Certificate of Insurance	Section 3.1(14)
August 1	Background Screening Certification Letter	Section 4.3
September 15	Name and Contact Information of Certified Public Accountant	Section 3.1(11)
October 1	1st Quarterly Administrative Fee Payment	Section 4.6(1), Section 5.2
November 1	Evidence of Good Standing Non-Stock Status (DFI Certificate of Status)	Section 4.2
December 1	Audited Financial Statements for Prior School Year	Section 3.1(11)
December 15	2nd Quarterly Administrative Fee Payment	Section 4.6(1), Section 5.2
February 1	Lead Testing Results Submitted to: <ul style="list-style-type: none"> ▪ The Office ▪ Charter School Staff ▪ The Parents of Charter School 	Section 4.16
March 1	3rd Quarterly Administrative Fee Payment	Section 4.6(1), Section 5.2
July 1	Proposed Annual Budget for Upcoming Academic Year	Section 6.1
June 15	4th Quarterly Administrative Fee Payment	Section 4.6(1), Section 5.2

Ongoing Required Items or Notices

The following documents require submission within a certain number of days following board action or other occurrences.

DUE DATE	DOCUMENT/SUBMISSION	CONTRACTUAL REFERENCE
At Time of Filing	Copies of Reports Submitted to the DPI: <ul style="list-style-type: none"> ▪ Special Education Reports (Report No. PI-1504 and 1505) ▪ Third Friday in September Pupil Count Report (Report No. PI-1567-A) ▪ Staff Certification Report (Report No. PI-1202) ▪ Second Friday January Pupil Count Report (Report No. PI-1567-B) 	Section 3.1(7), Section 4.4, Section 4.10, Section 4.14
At Time of Submission	Copies of Applications for Grants	Section 4.13
30 Days Prior to Execution	Copies of Proposed Operation or Management Contracts over \$50,000	Section 4.8, Section 5.1(2)
In Advance of All Meetings	Governance Board Meeting Agendas	Section 6.2(1)
Upon Publication	Governance Board Meeting Minutes	Section 6.2(1)
Upon Receipt	Pupil Testing Data	Section 3.1(5)
Annually	Letter Certifying Compliance with Staff Training on Mandatory Reporter Obligations	Section 3.1(8)
Immediately	Notification of Change in Charter School Leadership/Management Organization	Section 3.1(2)
	Notification of Change in Educational Program	Section 3.1(3)
	Correspondence Requiring a Formal Response from DPI or U.S. Department of Education	Section 6.2(2)
	Notice of Litigation or Formal Legal Proceedings	Section 6.2(3)

	Notice of Insurance Cancellation, Non-Renewal, or Change in Coverage	Section 3.14
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APPENDIX B: SCHOOL OPENING CHECKLIST

The following documents must be provided to the Office by the specified dates in order for the Charter School to commence operations in its first academic year.

Deadline		
Item To Be Complete/Submitted	Reference	X (when complete)

No Later Than December 15 of the Calendar Year Prior to the Charter School’s First Academic Year		
Complete School Curriculum Plan	Section 3.1(3)	
Prior to Contract Execution		
Articles of Incorporation Nonstock Corporation	Section 3.1(6), Section 4.2	
IRC 501(c)3 Tax-Exempt Status Application or Determination Letter	Section 3.1(6), Section 4.2	
Bylaws of the Governance Board	Section 3.1(6)	
No Later than May 31 of the Charter School’s First Academic Year		
Building Title, Facility Lease Agreement, or Deed Received	Section 7.4, DPI Assurance of Readiness	
Certificates of Occupancy and Safety	Section 7.4, DPI Assurance of Readiness	
Appropriate Financial System in Place and Operational	DPI Assurance of Readiness	
Certificate of Insurance Received	Section 3.1(14), DPI Assurance of Readiness	
Procedure to Ensure Appropriate Number of Staff and Staff Licensure in Place	Section 4.4, DPI Assurance of Readiness	
Admissions Procedures, Enrollment Periods, and Lottery Procedures Reviewed and Confirmed	3.1(10), 3.4, 3.6, DPI Assurance of Readiness	

Retention and Disciplinary Policies Reviewed and Confirmed	3.1(12), DPI Assurance of Readiness	
Food Service Plan in Place	DPI Assurance of Readiness	
Transportation Plan in Place	DPI Assurance of Readiness	
Plan in Place to Ensure IDEA Compliance	DPI Assurance of Readiness	
Appropriate Student Information System (SIS) in Place	DPI Assurance of Readiness	
Student/Parent Handbook, Policies, and Procedures Ready for Distribution	DPI Assurance of Readiness	
Governance Board Meeting Set	Section 3.1(6), DPI Assurance of Readiness	
Communication Plan in Place Between Authorizer and School Leader in Place	DPI Assurance of Readiness	
Appropriate Inventory Processes in Place	DPI Assurance of Readiness	
Closing Policies and Procedures in Place	DPI Assurance of Readiness	
Plan to Provide School Report Card and List of Educational Options to Parent/Guardians in Place	DPI Assurance of Readiness	
Grant Procedures Required under the Federal Uniform Grant Guidance Documented Verifying Allowable Costs Cash Management Conflict of Interest	DPI Assurance of Readiness	
ESSA LEA Plan Completed	DPI Assurance of Readiness	
No Later than June 15 of the Charter School's First Academic Year		
Lottery Process Completed	3.1(10), 3.4, 3.6,	
No Later than July 1 of the Charter School's First Academic Year		
Budget Review Meeting with Director Completed	Section 6.1	

APPENDIX C: FINANCIAL REPORTING REQUIREMENTS

The Grantee shall submit audited financial statements of the Charter School’s operation, including an audited list of the revenues, expenditures, and balances in each of the following categories and subcategories:

Total Revenue

CATEGORY	TOTAL	PER PUPIL (based on 3rd Friday September count)
State per Pupil Aid		
Special Education Aid		
Federal Funds		
Grants		
Donations from Sponsors		
Other Donations		
Other Revenue		
Total		

Federal Revenue

CATEGORY	TOTAL	PER PUPIL (based on 3rd Friday September count)
Title I		
Title II		
Title III		
Title IV		
Title V		
Title VI		
Other Federal Funds		
Total		

Total Expenditures

CATEGORY	TOTAL	PER PUPIL based on 3rd Friday September count)
Instruction		
Instructional Support		
Facilities		
Administration*		
Board*		
Other Expenditures		
Total		

**Report expenditures separately if the School is operated under a Management Contract*

Fund Balance or Total Net Assets

	July 1 (Current Year)	June 30 (Current Year)	Difference	Cumulative Fund Balance or Total Net Assets
Fund Balance or Total Net Assets				

Fund Balance

Changes in fund balance are calculated on an annual and cumulative basis. The difference between annual revenue and annual expenditures provides the annual change to fund balance. The sum of each year's change to fund balance is the cumulative fund balance.

DESIGNATIONS

In allocating expenses within the above categories, the Grantee must adhere to the designations outlined below.

Instruction

- Classroom Teaching
 - Instructional Teachers
 - Instructional Paraprofessionals
 - Substitutes
 - Other Instructional Personnel

- Classroom Materials
 - Pupil-Use Technology and Software
 - Non-Employee Instructional Materials
 - Other Classroom Materials

Instructional Support

- Non-Instructional Pupil Support
 - Guidance and Counseling
 - Library and Media
 - Extracurricular
 - Student Health and Services
 - Other Non-Instructional Pupil Support

- Teacher Support
 - Curriculum Development
 - In-Service Staff Development
 - Other Teacher Support

- Program Support
 - Program Management
 - Therapists, Psychologists, and Social Workers
 - Other Program Support

Facilities Expenses

- Building Management
 - Building Operations, Utilities, and Maintenance
 - Other Building Management

- Capital
 - Capital Projects and Capital Leases
 - Debt Services
 - Other Capital Expenses

Administrative Expenses

- School Management
 - Executive Director, Principal, and Assistant Principals
 - Other Administrative Personnel
 - School Office

- Business Management
 - Data Processing
 - Business Operations
 - Other Business Management

- School Board
 - School Board
 - Legal

- Legal
 - Claims and Settlement

Other Expenditures

- Non-Instructional Pupil Services
 - Transportation
 - Food Service
 - Safety
 - Other Non-Instructional Services

APPENDIX D: PERFORMANCE FRAMEWORK KEY QUESTIONS AND METRICS

The OEO will provide the Charter School with a copy of the Performance Framework document upon execution of the Contract.

ACADEMIC FRAMEWORK		
Indicator	Key Question	Metric
State Level Accountability and Attendance	Is the school meeting acceptable standards according to the statewide accountability system?	Wisconsin Department of Public Instruction School Report Card
	Are students in the school attending regularly and routinely?	WISEdash Attendance Data
Student Proficiency	Are students meeting standards for proficiency as compared to the district?	Wisconsin Forward Exam – English Language Arts
		Wisconsin Forward Exam – Mathematics
Student Progress	Are students making expected annual academic growth?	MAP RIT Growth Targets – Reading
		MAP RIT Growth Targets – Mathematics
Post-Secondary Readiness	Are students meeting standards for proficiency as compared to the district? (high schools only)	ACT Aspire
		ACT
	Are students successful completing high school and attaining the necessary credits required in order to graduate? (high schools only)	High School Graduation Rate

FINANCIAL FRAMEWORK		
Indicator	Key Question	Metric
Current Ratio (Assets to Liabilities)	Does the school have sufficient assets to cover the current liabilities and meet its financial obligations over the next 12 months?	Audited Statement of Financial Position
Enrollment Variance	Does the school meet enrollment projections in order to fund ongoing operations?	September and January Enrollment Counts
Default	Is the school meeting debt obligations or loan covenants?	Audited Financial Statement
Debt to Asset Ratio	Does the school's assets exceed the amount of liabilities owed?	Audited Financial Statement

ORGANIZATIONAL FRAMEWORK		
Indicator	Key Question	Metric
Educational Programming	Is the school adhering to and implementing the education program as outlined in the Contract?	Contract Section 3.1(3)
Financial Management and Oversight	Is the school meeting financial management and oversight requirements?	Contract Section 3.1(11)
Board Governance and Reporting	Is the school complying with governance requirements?	Contract Section 3.1(6)
	Is the school complying with reporting requirements?	Contract Section 4.4, Section 4.10, Section 4.14
Student Admission and Protections	Is the school protecting the rights of students with disabilities?	Contract Section 3.1(4)
	Is the school carrying out admissions policies equitably and fairly?	Contract Section 3.1(10)
	Is the school carrying out discipline policies equitably and fairly?	Contract Section 3.1(12)

Staff Credentials and Student Safety	Is the school completing required background checks?	Contract Section 4.3
	Is the school meeting teacher and other staff credentialing requirements?	Contract Section 4.3, 3.1(7)
	Is the school in compliance with applicable law related to health and safety?	Contract Section 3.1(8)

DETERMINING RENEWAL TERMS

In the full Performance Framework, each indicator is assigned a point value, thereby creating a system in which the cumulative point values over the term of the contract can be calculated in a manner that is fair, consistent, and equitable across all OEO-authorized schools.

For each year of operation with students, the score from each component of the framework will be inputted into a table similar to the one shown below based on the point values consistent throughout this entire document. From there, a simple mathematical formula can be applied to find the final cumulative score.

	20XX – 20XX				
Academic					
Financial					
Organizational					
Total Points					

- E: Exceeds Standards – 4 Points
- M: Meets Standards – 3 Points
- D: Does Not Meet Standards – 2 Points
- F: Far Below Standards – 1 Point

Total Points Over Contract Term ÷ Total Number of Rankings = Final Cumulative Score

The Office of Educational Opportunity recognizes that schools may undergo extenuating circumstances that may impact the Framework scores. In those instances, it will be the responsibility of the school throughout the renewal process to explain the reasons for not meeting the threshold and the specific strategies, which will or are being implemented to mitigate those challenges in the future. The Director may seek input and recommendations from the OEO Advisory Council, along with feedback received during a potential site visit, in making renewal decisions.

The table below details the contract renewal term lengths as determined by the Performance Framework:

Performance Ranking	Renewal Term Length
School receives an average ranking of “Exceeds Standards” or “Meets Standards” in the Academic, Financial, and Organizational frameworks over the course of the Contract Term	Five-year renewal
School receives an average ranking of “Does Not Meet Standards” in the Academic, Financial, and Organizational frameworks over the course of the Contract Term	Three-year renewal
School receives an average ranking of “Far Below Standards” in the Academic, Financial, and Organizational frameworks over the course of the Contract Term	Non-renewal

APPENDIX E: CHARTER SCHOOL DISSOLUTION PLAN

Name of Charter School:	Address:
Last day of school operation:	Charter termination date:
Board of Directors President (Name and Contact information):	Board of Directors Vice President (Name and Contact information):
Student Records Custodian (Name and Contact information):	Personnel Records Custodian (Name and Contact information):
Independent Trustee (Name and Contact information):	Independent Auditor (Name and Contact information):

A: Student Records	Projected Date of Completion
<i>Required Task(s): Transfer complete student records (academic, health, special education, etc.) to the school that each student will transfer to and to archive student records for the required period of time.</i>	
Board of Directors will designate a Student Records Custodian responsible for maintaining, transferring, and archiving student records in accordance with state law.	
Board of Directors will provide the Office with the name, telephone number, business address, and email address of the Student Records Custodian.	
Student Records Custodian will provide Office with a list of all students attending the charter school during the final year of operation. The list will provide student names, addresses, telephone numbers, and the schools to which students are transferring.	
Student Records Custodian will provide Office with a list of any student records in the charter school's possession for students other than those that attended school during the final year of operation.	

Student Records Custodian will develop and implement sign-off procedure confirming transferal of student records.	
Student Records Custodian will transfer student records to the student's new school.	
Student Records Custodian will provide to the Office documentation that all records were transferred.	
Student Records Custodian will develop and implement a methodology to archive all student records in accordance with the law.	
Student Records Custodian will arrange for destruction of student records at the end of the appropriate retention period. Destruction will occur in a manner that ensures the privacy of all individuals.	

B: Personnel Records <i>Required Task(s): Devise a plan to retain and maintain staff personnel and professional certification records for a minimum of six years or as required by law, whichever time period is longer.</i>	Projected Date of Completion
Board of Directors will designate a Personnel Records Custodian responsible for maintaining, transferring, and archiving personnel records in accordance with state law.	
Board of Directors will provide the Office with the name, telephone number, business address, and email address of the Personnel Records Custodian.	
Personnel Records Custodian will, upon request, provide letters verifying charter school employment, etc.	
Personnel Records Custodian will maintain all personnel records for a period of six years or as required by law, whichever time period is longer.	
Personnel Records Custodian will arrange for destruction of personnel records at the end of the appropriate retention period. Destruction will occur in a manner that ensures the privacy of all individuals.	

C. Financial and Contractual Obligations <i>Required Task(s): Board of Directors must devise a plan to maintain and administer financial, administrative, and contractual obligations.</i>	Projected Date of Completion
Board of Directors shall file all final federal, state and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.	
Board of Directors shall implement a procedure to strictly limit all expenditures to those that are reasonable and necessary for the ongoing day-to-day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent, and insurance and must already be authorized in the budget.	

Board of Directors shall appoint 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.	
Board of Directors will submit to the Office an approved Board resolution appointing an independent trustee including name and contact information.	
Independent Trustee shall assess and satisfy all outstanding liabilities in accordance with the law.	
Independent Trustee will submit to Office a written report to take into account the present value of the charter school's liabilities held by all of its creditors, including vendors, banking institutions, and health benefits agencies, and the present value of the charter school's assets, including books, supplies, motor vehicles, furnishings, equipment and personal property.	
Submit to Office a monthly updates of accounts payable along with detailed aging schedule.	
Independent Trustee shall, upon the satisfaction of all liabilities, liquidate all remaining non-monetary school assets.	

D. Grants <i>Required Task(s): Provide proof of proper liquidation of goods acquired through grant(s).</i>	Projected Date of Completion
Independent Trustee shall return all unspent federal or state grant moneys received by the school to the Department of Public Instruction.	
Independent Trustee shall submit Final Expenditure Reports for entitlement grants.	
The trustee shall provide the Office with an inventory of any property or equipment purchased, in whole or in part, with state or federal funds.	
Following any disposition required by state or federal law, and following the satisfaction of creditors, the Trustee shall distribute any remaining property and equipment purchased with state or federal funds to other OEO-authorized charter schools.	

E. Final Audit <i>Required Task(s): Appoint independent auditor to conduct a final audit including the following task(s).</i>	Projected Date of Completion
Board of Directors will provide Office with approved board resolution appointing auditor.	
Board of Directors will provide the Office with the audit's estimated start	

and completion dates and an estimated cost of audit.	
Board of Directors will submit to Office a board resolution establishing an escrow account for funds to pay for the audit and provide evidence that this account has been established; and funds deposited.	
Board of Directors will submit copies of the audit to the Office. Audit must be submitted prior to any dissolution of the Board.	

This signed dissolution plan must be submitted to Office along with an official approved Board resolution. Please provide a tally of the Board members documenting Board members present and each board member's vote.

Signed Approval:

Board President

Date

Vice President

Date