

CHARTER SCHOOL CONTRACT

between

**THE BOARD OF REGENTS
OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

(d/b/a the University of Wisconsin System Administration Office of Educational Opportunity)

AND



(Grantee)

Model Contract
8-1-17

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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 Administration Office of Educational Opportunity), with a mailing address of P.O. Box 413, Milwaukee, WI 53201, and [REDACTED], located at [REDACTED].

Whereas, the State of Wisconsin has created a Charter School program under the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the Director of the Office of Educational Opportunity is authorized by s. 118.40(2x)(b), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school; and

Whereas, on [REDACTED] the Board of Regents of the University of Wisconsin System reviewed (i) the Director's grant of a charter to the Grantee and (ii) the Director's entering into this Contract with the Grantee for operation of the Charter School; and

Whereas, the University of Wisconsin System Administration established the Office of Educational Opportunity s in accordance with state law to serve as the System's administrative unit to implement the provisions of s.118.40, *Wisconsin Statutes*, and to carry out the System's oversight responsibilities under the statute; and

Whereas, it is the intention of the Director of the Office of Educational Opportunity to grant charter school status to qualified organizations that can expand quality educational options to students residing within the State of Wisconsin pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

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; and

Whereas, the Parties have successfully negotiated this Contract as a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the provisions specified under sub. (1m)(b) 1. to 14. and sub. (2x)(b), and additional provisions as authorized by sub. (2x)(b);

NOW THEREFORE,

- A. As contemplated under Wis. Stat. § 118.40(2x)(b), the Director, with review by the Board of Regents of the University of Wisconsin System, hereby establishes by charter the Charter School;
- B. The Director, with the consent of the, hereby enters into this Contract with Grantee and thus hereby authorizes the Grantee to operate the Charter School; and
- C. In consideration of this grant, the Director, with the consent of the Board of Regents of the University of Wisconsin System, and the Grantee hereby agree as follows:

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:

- (1) “Applicable Law” means all federal, state, and local laws now or in the future applicable to Wisconsin charter schools.
- (2) “Board” or “Board of Regents” means the Board of Regents of the University of Wisconsin System.
- (3) “Director” means the Director of the University of Wisconsin System Administration Office of Educational Opportunity or any designee of the Director.
- (4) “Office” means the Office of Educational Opportunity at the University of Wisconsin System, Office of the President and for the purposes of this contract, is a designee of the Board of Regents.
- (5) “Charter School” and “School” and “[REDACTED]” mean a school to be known as [REDACTED], which is under the control of the Grantee.
- (6) “Day” shall mean calendar day,
 - (a) The first day shall be the day after the event, such as receipt of a notice, and
 - (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.

- (7) “Department” means the Department of Public Instruction of the State of Wisconsin.
- (8) “District” means the school district in which the School is physically located.
- (9) “Grantee” means _____, a corporation duly organized and existing under the laws of the State of Wisconsin.
- (10) “Parties” means the Board () and the Grantee, through their designated representatives.
- (11) “School Board” means the Board of Directors of the Charter School.
- (12) “University” means the Board, 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 to this Contract are the University and the Grantee.

Section 2.2 The University.

- (1) Under the authority of Wis. Stat. § 118.40(2x), the University, with the consent of the Board, hereby grants to the Grantee a charter to operate a Charter School under the terms and conditions of this Contract.
- (2) On behalf of the University, the Director shall exercise all oversight responsibilities as set forth in this Contract.
- (3) The Director may conduct research as set forth in Article Eight and elsewhere in this Contract or as allowed by Applicable Laws.

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.

Section 2.4 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 thus shall not be liable to any person not a Party to this Contract on account 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: OBLIGATIONS OF GRANTEE UNDER WISCONSIN STATUTES SECTION 118.40

Section 3.1 With regard to the requirements for Charter Schools set forth in Wis. Stat. § 118.40(2x)(b)2, the Grantee hereby agrees to operate the Charter School in compliance with all of the following specifications:

- (1) The name of the person or entity seeking to establish the Charter School:

Insert language.

- (2) The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided:

Insert language.

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

- (3) A description of the educational program of the School:

Insert language, including describing the grade levels to be served.

The Charter School shall pursue and make reasonable progress toward the achievement of the academic and non-academic goals set forth in the Application and in the Annual Accountability Plan described herein.

- (4) The methods the 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 Laws:

Insert language.

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

- (a) The Charter School shall administer the examinations under Wis. Stat. §§ 118.30(1r) and 121.02(1)(r) to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the Office in such form as the Office shall determine.
 - (b) The Charter School shall administer the Measures of Academic Progress testing program developed by the Northwest Evaluation Association (“NWEA”), or other assessment system approved by the Office, as annually designated by the Office. 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. The University will contract with NWEA, or another designated provider, to make the testing program available to the Charter School. The Charter School agrees to reimburse the University for any expenses relating to such assessment including but not limited to the following: a pro rata portion of NWEA’s startup costs charged to the University; NWEA’s annual per student licensing fee based on the Charter School’s total number of individual students assessed; a pro rata portion of NWEA’s Training Workshop(s) fee(s); and any additional individualized or customized training(s) provided to the Charter School. This reimbursement is in addition to and does not supersede any of the Charter School’s other contractual obligations under Section 4.6 of this Agreement.
- (6) The governance structure of the School, including the method to be followed by the School Board to ensure parental involvement:
- Insert language including specifying the minimum number of board members.*
- Family-teacher conferences shall be held at least once per year.
- (7) Subject to Applicable Law, the qualifications that must be met by the individuals to be employed in the School:
- Insert language.*
- All school personnel for whom licensure is required under 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 acknowledge and agree that the Charter School is not an instrumentality of the District, and thus the Charter School is not subject to requirements arising in connection with Wis. Stat. §§ 118.40(7)(a) and 118.40(7)(am).
- (8) The procedures that the School will follow to ensure the health and safety of the pupils:

Insert language.

The School shall take all reasonable and necessary steps to ensure the health and safety of its students, which shall include but are not limited to the following:

- (a) The Charter School shall comply with all Applicable Laws.
- (b) The Charter School shall ensure that all School staff receive training annually on mandatory reporter obligations under Wis. Stat. § 48.981. If the School requires employees to complete an incident report or in some other way notify supervisors/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.
- (c) The Charter School will drill all students on evacuation to a safe location in the event of fire, tornado, armed intruder or other safety hazards.
- (d) Any other actions as may be reasonably requested by the Office.

Insert language.

- (10) The requirements for admission to the School in compliance Applicable Laws:

Insert language.

The Grantee acknowledges and agrees that if the capacity of the School is insufficient to accept all pupils who apply, state law requires use of a lottery to admit students, in which case the Grantee agrees to hold such lottery no later than 30 days prior to the start of each academic year. The following exceptions apply to this requirement:

1. The Grantee is required to give preference to pupils enrolled in the School in the prior year and their siblings.
2. The Grantee may give preference to children of the School's founders, governing board members, and full-time employees, but must limit the number of such children to no more than 10% of the School's total enrollment. The Grantee agrees to waive this statutory privilege.

The parties project a minimum initial enrollment of [redacted] students. If the School fails to meet this projection by 30 days prior to the start of its first academic semester, as demonstrated through an enrollment application signed by a student's parent/guardian or other reasonable documentation, the School may not open. The Office reserves the right to verify the enrollment documentation.

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

The Grantee shall submit audited financial statements of the Charter School's operation, 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. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year. The audit report must contain a statement as to whether the auditor does or does not have substantial doubt as to the Grantee'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 be performing the audit by no later than August 1 of each year. If the audited financial statements do not utilize the list of revenues and expenditures identified in Appendix E, the Grantee will simultaneously submit a completed Appendix E, along with a written verification from the auditor that the total revenues and total expenditures are accurately stated.

- (12) The procedures for disciplining students:

Insert language including the grounds and procedures for expelling students.

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

Insert language

Under Wis. Stat. § 118.40(6), no pupil may be required to attend the Charter School. Students who do not wish to attend or are not admitted to the Charter School remain eligible to attend their district's schools.

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

Insert language, including the location and number of campuses.

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

The Grantee shall provide the Office with evidence of a lease or ownership of the School premises in accordance with the provisions of Section 7.4 of this Contract.

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

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Commercial General Liability (which must include coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment):	
Each Occurrence Limit	\$1,000,000
Personal & Advertising	\$1,000,000
Damages to Premises Rented to You	\$500,000
General Aggregate	\$2,000,000
Medical Expense	\$5,000
B. Auto Liability	
Combined Single Limit	\$1,000,000 each accident
C. Umbrella (providing excess employer's liability, general liability and auto liability coverage)	
Each Occurrence Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
D. Worker's Compensation	Statutory Coverage Employer's Liability
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

E. School Leader's Errors & Omissions/Educator's Legal Liability

Aggregate Limit \$2,000,000

F. Crime Coverage (covering Crime, and including employee theft, forgery, larceny and embezzlement for the employees, School Board members and management companies who are responsible for the financial decisions of the Charter School, including but not limited to the CEO)

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 section A, B, and C above. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office annually, prior to the start of each academic year; specifically, the certificate holder shall be the Board of Regents of the University of Wisconsin System, c/o. The Grantee shall immediately notify the Office upon receipt of a notice of cancelation, non-renewal 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 for the following:

A. Commercial General Liability

Each Occurrence Limit \$1,000,000
General Aggregate \$2,000,000

B. Auto Liability

Combined Single Limit \$1,000,000
each accident

C. Worker's Compensation Statutory Coverage

Employer's Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

The “Grantee/Charter School” shall be named as an additional insured under the insurance policies described in sections A and B.

In addition, for high risk subcontractors providing, for example, the following types of services: 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/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 the 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, whose employees or representatives will have face-to-face contact with students, staff, or the School site, and which subcontractor is not expressly covered by the Grantee’s own liability insurance coverage as described above.

- (15) The effect of the establishment of the Charter School on the liability of the University:
 - (a) The University shall not be liable to any person not a Party to this Contract on account 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.
 - (b) The Parties agree that nothing contained in this Contract will create any association, partnership, or joint venture between the Parties, or any employer-employee relationship between the University and the Grantee or the Charter School.
- (16) The methodology that will be used by the School Board to monitor and verify pupil enrollment, credit accrual, and course completion.

Insert language

- Section 3.2 Nonsectarian Practices. The Charter School shall be nonsectarian in all its programs, admissions policies, employment practices and all other operations.
- Section 3.3 Tuition. To the extent provided in Wis. Stat. § 118.40 *et seq.*, the Charter School shall not charge tuition.
- Section 3.4 Anti-discrimination. The Charter School may not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, citizenship status, ancestry, pregnancy, marital or parental status, gender identity, sexual orientation or physical, mental, emotional or learning disability.

ARTICLE FOUR: ADDITIONAL OBLIGATIONS OF THE GRANTEE

The Grantee hereby covenants to undertake the following:

- 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 includes, but is not limited to, the following laws, with which the Charter School will comply:
- (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; and
 - (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; and
 - (13) 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 from time to time (but not more often than annually) after the date this Contract is executed, as the Chancellor requests, provide the Office documentary evidence that confirms its good standing and its nonstock status. The Grantee shall apply for and obtain 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 volunteers 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 which would render the him/her unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, 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.
- 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 but not limited to, 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, including but not limited to the Fall Staff Report (Report No. PI-1202), showing that such personnel are licensed as required by this section 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 4.6 Administrative Fee.

- (1) The Grantee shall pay to the University annually an administrative fee to reimburse the University 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, which actual costs shall include but not be limited to execution of the University's oversight responsibilities. Actual costs shall not include research fees. The administrative fee shall be determined by the University but shall not exceed 3% of the amount paid to the Grantee each year by the Department under Article Five, Section 5.2 of this Contract.
- (2) Not later than June 1 of each year during the term of this Contract, the University shall provide the Grantee with an itemized budget showing the University'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 University 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 payment payable under Wis. Stat. § 118.40(2r)(e).
- (3) In addition, not later than October 1 of each year during the term of this Contract, the University shall provide the Grantee with an end of year financial statement showing the University'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 University shall pay to the Grantee, or the Grantee to the University, as the case may be, the difference between (i) the amount of the University'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, however, 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 any designee(s) of 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 Access to Charter School Records. Subject to Applicable Law, the Grantee shall grant any designee(s) of the Director upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to 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, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school. The Grantee shall provide the Office with a copy of any report submitted to the Department at the time of filing, including the reports identified in Appendix B. The Grantee also agrees to provide the Office with a copy of any and all 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 University that are protected by privacy or confidentiality laws, the University 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 Financial Reports. As required under Section 3.1(11) of this Contract, the Grantee shall submit audited financial statements of the Charter School's operation, the auditor's management letters and any exceptions noted by the auditors, to the Office annually. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year on June 30. Audits shall be conducted in accordance with generally accepted auditing standards and with the prevailing Government Auditing Standards issued by the Comptroller General of the United States. Audited statements shall be prepared in accordance with "Generally Accepted Accounting Principles" [GAAP]. In the case that the Grantee contracts with one or more management companies for the operation or administration of the Charter School, the report shall include a separate report of the management companies' expenditures on behalf of the Charter School. If the audited financial statements do not utilize the list of revenues and expenditures identified in Appendix E, the Grantee will simultaneously submit a completed Appendix E, along with a written verification from the auditor that the total revenues and total expenditures in Appendix E are accurately stated. The Office specifically reserves the right to request, in its sole discretion, monthly financial reports from the Grantee.

- Section 4.12 School Year Calendar. The calendar for each Charter School for each school year shall be submitted to the Office no later than the prior July 1, in the format required by the Department, and shall be subject to the approval of the Director or Director's designee. 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 to 12. Scheduled hours may include recess and time for pupils to transfer between classes but shall not include lunch period. If the Director or Director's designee does not notify the Grantee otherwise, the calendar or the exception 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 and/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 but are not limited to 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. If Grantee is authorized to operate more than one charter school under this Contract, it shall direct each School Board to provide the Office with separate reports for each charter school authorized hereunder.

ARTICLE FIVE: JOINT RESPONSIBILITIES OF THE PARTIES

The Parties agree to take the following actions:

Section 5.1 Operation or Management Contracts and Other Sub-contracts.

- (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; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. An "Operation or Management Contract" is a contract (i) that relates to the creation,

implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School and (ii) that contemplates an aggregate liability of more than \$50,000 per fiscal year.

- (2) The Grantee shall submit to the Office a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the Director or Director's designee shall have approved (or be deemed to have approved) the same. The Director or the Director's designee shall have 30 Days after receiving the proposed Operation or Management Contract to review the document and to deliver to the Grantee a written statement approving or rejecting such contract. If the Director or the Director's designee does not within such 30 Days object in writing to the proposed contract, the contract shall be deemed approved. If the Director or the Director's designee rejects the proposed contract, however, the Director or the Director's designee shall also within the 30 Day review period hereunder advise the Grantee in writing of its specific objections to the proposed contract. The Grantee may thereafter modify (and remodel) the proposed contract and continue submitting the modified contract for the approval of the Director or the Director's designee, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (3) Every Operation or Management Contract shall: (i) be written and executed by both the Grantee and the third party; (ii) 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 (iii) 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.

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 Wisconsin state law. 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. and applicable rules and policies of the Department.

Section 5.3 Performance Evaluation.

- (1) The Office shall evaluate the performance of the Charter School based on academic, financial and legal and organizational performance using the indicators and standards set out in Appendix F of this contract.
- (2) Substantial fulfillment of the targets set out in Appendix F shall be the standard for subsequent renewal of Charter School's charter.

- (3) The Office shall evaluate Charter School at least annually consistent with the standards and measures set out in Appendix F.
- (4) The Grantee shall provide to the Office the following required reports, at the times described below:
 - (a) Annual School Accountability Plan. By the later of September 1 of each school year or ten (10) days following the date on which the Grantee receives written State-required test results for the most recently completed school year, the Grantee shall submit to the Office for approval a school accountability plan which sets forth, in measurable terms, goals for school improvement in the following school year. If the Charter School's annual average percentage is less than the minimum targets set forth in Appendix F, this plan shall include a detailed description of the Grantee's plan to improve those targets that were not satisfactorily met. The Annual School Accountability Plan shall also specify the mission and vision of the School, identify the target population of students, and establish strategic goals for the development of the School, and contain a School and organization profile, which provides general information about the School and its operations.
 - (b) Annual School Accountability Progress Report. By the later of August 1 of each school year or ten (10) days following the date on which the Grantee receives written State-required test results for the most recently completed school year, the Grantee shall submit a school performance report to the Office which states how the school has made progress on the goals identified in the school accountability plan established the prior year.

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 the June 1 immediately preceding the beginning of each such academic year.

Section 6.2 Other Notices.

- (1) Agendas and Meetings. The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School's School Board.
- (2) Governmental Agencies. The Grantee shall immediately notify the Office when either the Grantee or the Charter School receives any correspondence from the Department or the United States Department of Education that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings.

- (3) Legal Actions. The Charter School shall immediately report in writing to the Office any litigation or formal legal proceedings in which the Charter School is a party or alleging violation of any Applicable Law with respect to the Charter School.
- (4) Reporting Data. The 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 at its expense provide such information and nonperiodic reports as the Office shall reasonably deem necessary to confirm compliance by the Grantee and 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 time the 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, but shall not be required to, join any organization, association, or league as is customary for public schools in the State of Wisconsin which 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. A member of the School Board and any of the officers 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:

"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.

"Immediate family" means a Board Member's spouse or domestic partner 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.

- (1) No Board Member may, in a manner contrary to the interests of the Charter School, use or attempt to use his or 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.

- (2) 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.
- (3) 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.
- (4)
 - (a) 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(2r)(e), such Board Member shall be excused 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 School Board inquiries concerning such contract or lease.
 - (b) Provided that the Board Member is not in a position to approve or influence the Grantee's decision to enter into such contract or lease and that the procedures set forth in Section 7.2 are observed, a Board Member may enter into a contract or lease described in Section 7.2(4)(a) if the Board Member shall have made written disclosure of the nature and extent of any relationship described in Section 7.2(4)(a) to the Office prior to entering into such contract or lease.

Section 7.3 Use of University Marks. Neither the Grantee, the Charter School, nor any of their sub-contractors may use the name, logo, or other mark designating the University without the expressed prior written consent of the Director, 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 at least 90 days before the start of a school 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 which are required by law for the operation of a public school in the State of Wisconsin. Further, the Grantee shall provide copies of all documents identified in Appendix D, the School Opening Checklist, to the Office prior to the required deadlines. The Chancellor 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 Section 9.1(10) of this Agreement. The Office must certify in writing that the Grantee has submitted the documents identified in Appendix D in proper form and by required deadlines before the School may commence operations of its first academic year.

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 specifically agrees that the following meetings shall be open to the general public:

- (1) Submission of annual report to the School Board.
- (2) Approval of the annual budget of Charter School by the School Board.
- (3) All school admission lotteries.
- (4) Approval of the annual audit of Charter School by the School Board.
- (5) Annual open house.

The Grantee shall use its good faith efforts to provide reasonable notice of the above listed meetings to the parent/guardian of each student attending the Charter School and shall notify the public according to Wis. Stat. § 120.08(2)(b).

Section 7.7 Additional Schools. Pursuant to Wis. Stat. § 118.40(2r)(b)2c, Grantee may open one or more additional charter schools if, at the time of submitting an application for such school(s), all charter schools operated by Grantee were assigned to one of the top two performance categories in the most recent accountability reports published under Wis. Stat. § 115.385. If open or more new charter schools are opened under this provision, this Contract shall be amended to apply to such school(s) unless the Parties enter into a new contract.

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 prior written approval, which will not be unreasonably withheld. Information relevant to such research shall include, but not be limited to, the following:

- (1) Surveys. The University may survey individuals and groups (including but not limited to, students, families, educators, 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 (i) shall be done at the University's sole expense and (ii) shall not materially interfere with the orderly and efficient operation of the Charter School. 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 and/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 good offices to urge that the parent and/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 OFFICE

Section 9.1 Events of Default by Grantee. This Contract may be terminated by the Office under procedures in Section 9.2 if the University finds that any of the following events have occurred, each of which shall constitute an "Event of Default":

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01;
- (2) For three consecutive years, the School's overall average for the academic performance framework is less than the minimum target as outlined in Appendix F;
- (3) The Grantee has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (4) The Grantee's current liabilities exceed current assets, or the Grantee is insolvent (i.e. total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its inability to continue as a going concern;

- (5) The Grantee's directors, officers, employees, or agents provided the University false or intentionally misleading information or documentation in the performance of this Contract;
- (6) The Charter School has failed materially to comply with Applicable Law;
- (7) The Charter School has violated Wis. Stat. § 118.40 *et seq.*;
- (8) The Grantee has defaulted materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- (9) The Charter School has insufficient enrollment to successfully operate or enrollment below the projected minimum established in paragraph 3.1(10) above;
- (10) The Grantee fails to submit the documentation required in section 7.4 of this Contract and is, therefore, unable to commence operations, or the Grantee fails to commence operation of its Charter School by September 15 following initial grant of its Charter.

Section 9.2 Procedures for the University's Revocation.

- (1) Emergency Termination or Suspension Pending Investigation. If the Director determines that any of the Events of Default set forth in Section 9.1 has occurred and that, as a result, the health or safety of the Charter School's students is at immediate risk, the Office shall provide the Grantee written notice of such Event(s) of Default and, upon delivering such notice, may either (i) terminate this Contract immediately or (ii) exercise superintending control of the Charter School pending investigation of the pertinent charge(s).
 - (a) If the Office shall elect to exercise superintending control pending investigation of the pertinent charge(s), the Office shall give the Grantee written notice of the investigation, shall commence such investigation immediately, shall permit the Grantee reasonable opportunity to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
 - (b) Upon completing its investigation, the Office shall promptly deliver to the Grantee in writing either (i) a notice of immediate termination, (ii) a notice of an Event of Default and an opportunity to cure pursuant to Section 9.2(2), or (iii) 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 thereby immediately put at risk the health or safety of the Charter School's students, the Office shall advise the Grantee in writing of the pertinent occurrence and shall specify for the Grantee a reasonable period of time (though in no instance less than 30 days) within which the Grantee shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Director.
- (a) If the Grantee gives the Office written notice of its intent not to cure or fails to cure the specified Event(s) of Default by the prescribed deadline for doing so, the Office may terminate this Contract by written notice delivered within 10 days after the earlier of (i) the receipt of such notice and (ii) expiration of the specified period.
- (b) If the Office shall so terminate this Contract, termination shall become effective at the end of the current academic year. If the written notice of termination under (a) above is delivered after the close of a school year but before the commencement of the next school year (i.e. during summer break), termination shall become effective immediately (i.e. prior to the start of the next academic semester scheduled for the Charter School).

Section 9.3 General Termination or Nonrenewal Procedures.

- (1) Final Accounting. Upon termination or nonrenewal of this Contract, the Grantee shall assist the Director in conducting a final accounting of the Charter School by making available to the Chancellor all books and records that have been reviewed in preparing the Grantee's annual audits and statements under Section 3.1(11) of 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 will 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 will arrange for the destruction of records in a manner that ensures their confidentiality.
- (a) Administrative and Personnel Records. Upon termination and nonrenewal of this Contract, the records custodian will 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.

- (b) 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).
- (3) 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 otherOffice -chartered Charter Schools or as otherwise directed by the Office.
- (4) 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 G and provide such completed plan to the Office.

ARTICLE TEN: TERMINATION BY THE GRANTEE

Section 10.1 Grounds for Termination by the Grantee. This Contract may be terminated by the Grantee under procedures in Section 10.2 if Grantee finds that any of the following events have occurred, each of which shall constitute an “Event of Termination”:

- (1) The Charter School has insufficient enrollment to successfully operate or enrollment below the projected minimum established in paragraph 3.1(10) above;
- (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 determined;

- (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 has not timely received any one of the payments contemplated under Wis. Stat. § 118.40(2r)(e);
- (5) The Grantee's current liabilities exceed current assets, or the Grantee is insolvent (i.e. total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its ability to continue as a going concern; or
- (6) The Office defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 10.2 Procedures for Grantee Termination of Contract. The Grantee may terminate this Contract according to the following procedures:

- (1) Notice. If the Grantee determines that any of the Events of Termination set forth in Section 10.1 has occurred, the Grantee shall notify the Director of the pertinent Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the grounds for termination, and shall specify 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.
 - (a) If one or more Events of Termination have occurred, the Director may conduct a preliminary review of the alleged bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 30 days after the Director receives the Grantee's notice, the Director shall deliver to the Grantee a notice (i) approving the Grantee's requested termination or (ii) denying the same on the grounds that the asserted bases for termination are not in fact bona fide.
 - (b) If such results of the review and the Director's determination are not delivered to the Grantee in writing within 30 days after the Director receives the Grantee's notice, the Grantee's notice shall be deemed an approved basis for termination.

(3) Automatic Termination. If, one or more Event(s) of Termination have occurred and the Director, in his/her sole-discretion, has determined that immediate termination is warranted, such termination shall be effective on the date set forth in the Grantee's notice under Section 10.2(1).

Section 10.3. General Termination and Nonrenewal Procedures. The requirements set forth in Section 9.3 above shall be applicable to a termination of contract under this Article Ten.

ARTICLE ELEVEN: TECHNICAL PROVISIONS

Section 11.1 Term of Contract. The term of this Contract shall commence on July 1, 201[redacted] and shall continue for a period of five years. During the last full year of this Contract the Office shall conduct a review of the Charter School's performance to date. The Office shall specify in writing for the Grantee the subjects of the review at least three months prior to such review. Upon completion of the review, the Office shall issue a written report to the Charter School. Results of the review shall serve as the basis for the Office to determine whether it will negotiate another Contract with the Grantee.

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

Section 11.3 Appendices. The following documents, appended hereto, are made a part of this Contract and the Grantee and the Charter School agree to abide by all the terms and conditions included herein:

Appendix A: Reserved

Appendix B: Compliance Worksheet: Required Documentation and Due Dates

Appendix C: Other Provisions Incorporated From Grantee Application

Appendix D: School Opening Checklist

Appendix E: Financial Reporting Requirements

Appendix F: UW-Milwaukee Office of Charter Schools Performance Framework

Section 11.4 Applications of Statutes. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, (i) all Parties are expected to immediately take steps to ensure compliance with applicable law, and (ii) this Contract shall be 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 against any and all liability, claims, demands, and causes of action (including reasonable attorney fees) which

arise out of, occur in connection with or are in any way incident to the performance or nonperformance of obligations under this Contract by the Grantee, its contractors, subcontractors or 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 on 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 a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 11.12 Force Majeure. If any circumstances occur which are beyond the control of a Party, which delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 11.13 No Third Party Rights. This Contract is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 11.14 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

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 may or must give notice or provide information shall fulfill any such responsibility under this Contract if notice is given or information is provided to:

To Grantee:

Insert language

with a copy to:

Insert language

To Office: Director
 UWSA OEO
 Van Hiss Hall – 1720
 1220 Linden Drive Madison, WI 530706
 Madison, WI

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 (i) when actually received by the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract.

FOR GRANTEE:

FOR THE OFFICE:

Signature

Signature

Name, Title

Gary Bennett, Director
Name, Title

Date

Date

APPENDIX A
RESERVED

APPENDIX B
COMPLIANCE WORKSHEET: REQUIRED DOCUMENTATION AND DUE DATES

Date Due	Requirement Item	Date Submitted
07/01	School Year Calendar and Days and Hours of Instruction <i>(Provide again if changes are made)</i> CONTRACT Section 4.12 & Appendix B	
08/01	Annual School Accountability Progress Report CONTRACT Section 5.3(2)(d) & Appendix B	
09/01	Strategic Plan Initial <i>(Provide updates whenever plan is modified)</i> CONTRACT Section 5.3(2)(a) & Appendix B	
09/01	Annual School Accountability Plan CONTRACT Section 5.3(2)(c) & Appendix B	
09/01	List of Current Board and Administrative Team Members CONTRACT Section 3.1(2), 3.1(6) & Appendix B	
10/01	Letter certifying compliance with Staff Background Check Requirements CONTRACT Section 4.3 & Appendix B	
10/01	DPI FORM PI1567A , Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students _____ and FTE _____ CONTRACT Section 4.4, Section 4.14 & Appendix B	
10/31	Annual Financial Audit CONTRACT Section 3.1(11), Section 4.11 & Appendix B	
10/31	First Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
12/01	DPI FORM PI9550 , Highly Qualified Teacher Plan CONTRACT Section 4.14	
12/15	DPI FORM PI1202 , Fall Staff Report CONTRACT Section 4.14 & Appendix B	
12/31	Second Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
02/01	DPI FORM PI1567B Second Friday January Pupil Count Report CONTRACT Section 4.14 & Appendix B	
04/15	Third Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
05/15	Pupil Membership Audit CONTRACT Section 4.14 & Appendix B	
06/01	State-required Test Results: Data, ID Code and ID Code Verification CONTRACT Section 3.1(5)(a) & Appendix B	
06/01	Proposed Budget for Coming Year CONTRACT Section 6.1 & Appendix B	
06/15	Fourth Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
Non Dated Requirement Item		
	Insurance Coverage Summary/Certificate <i>(Provide again if changes are made)</i>	

CONTRACT Section 3.1 (14) & Appendix B	
Vendor Subcontracts over \$5,000 (<i>Submit when negotiating new contracts or when existing contracts are modified</i>) CONTRACT Section 5.1 (Management), Section 4.8 (Transportation), Section 4.10 (Access to Records) & Appendix B	
Tax Exempt Status under IRC 501(c)(3), Non-Stock Corp. Bylaws, and ALL Current Board policies/procedures (<i>Provide again if changes are made</i>) CONTRACT Section 4.2 & Appendix B	
Copy of all Board Minutes /Agendas <u>within 45 days of publishing throughout school year</u> – submit any remaining prior school year minutes/agendas by 6/30 CONTRACT Section 6.2 (1) & Appendix B	
Copy of notices for: (<i>Provide again if changes are made</i>) CONTRACT Section 7.6 ◆ All school admission lotteries ◆ Annual Meeting Notices	
Initial Building Title/Lease (<i>Provide again if changes are made</i>) CONTRACT Section 7.4 & Appendix B	
Initial Building Occupancy (<i>Provide update if modified</i>) CONTRACT Section 7.4 & Appendix B	