



Board of Regents of the University of Wisconsin System
Office of the Secretary
1860 Van Hise Hall
Madison, Wisconsin 53706
(608)262-2324

March 29, 2006

REVISED 3/31/06

TO: Each Regent

FROM: Judith A. Temby

A handwritten signature in dark ink, appearing to read "J. A. Temby", written over the printed name.

PUBLIC MEETING NOTICE

RE: Agendas and supporting documents for meetings of the Board and Committees to be held at UW-Green Bay, 2420 Nicolet Drive, Green Bay, Wisconsin on April 6 and 7, 2006.

Thursday, April 6, 2006

10:30 a.m. – Tour of UWGB Campus with first stop featuring Student Academic Excellence Symposium

12:00 p.m. – Buffet Lunch – Niagara Room/University Union

1:00 p.m. - Committee meetings as follows:

Education Committee
Room 137/Mary Ann Cofrin Hall
Phoenix Room B/University Union

Joint Committee meeting:

Business, Finance, and Audit Committee
Physical Planning and Funding Committee
Alumni Rooms A&B/University Union

1:30 p.m. Business, Finance, and Audit Committee reconvened
Alumni Rooms A&B/University Union

1:30 p.m. Physical Planning and Funding Committee reconvened
Phoenix Room A/University Union

Friday, April 7, 2006

8:00 a.m. – Continental Breakfast – Niagara Room/University Union

9:00 a.m. – Board of Regents meeting
Phoenix Rooms A, B & C/University Union

12:00 p.m. – Box Lunches – Phoenix Room C/University Union

Persons wishing to comment on specific agenda items may request permission to speak at Regent Committee meetings. Requests to speak at the full Board meeting are granted only on a selective basis. Requests to speak should be made in advance of the meeting and should be communicated to the Secretary of the Board at the above address.

Persons with disabilities requesting an accommodation to attend are asked to contact Judith Temby in advance of the meeting at (608) 262-2324.

Information regarding agenda items can be found on the web at <http://www.uwsa.edu/bor/meetings.htm> or may be obtained from the Office of the Secretary, 1860 Van Hise Hall, Madison, Wisconsin 53706 (608)262-2324.

The meeting will be webcast at <http://www.uwex.edu/ics/stream/regents/meetings/> Friday, April 7, 2006, at 9:00 a.m. until approximately 12:00 p.m.

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I.1. Education Committee -

Thursday, April 6, 2006
University of Wisconsin-Green Bay
Mary Ann Cofrin Hall Rm. 137
Phoenix Room B/University Union
1:00 p.m.

12:00 p.m. Lunch

1:00 p.m. Education Committee

- a. Approval of the minutes of the March 9, 2006 meeting of the Education Committee.
- b. Presentation on Sexual Assault Response and Prevention, and Report on orientation programs and information provided to students on sexual assault and sexual harassment as required by s.36.11(22)(b), Wis. Stats. [Resolutions I.1.b.(1) and I.1.b.(2)]
- c. Approval of requests to Trustees of the William F. Vilas Trust Estate for support of scholarships, fellowships, professorships, and special programs in arts and humanities, social sciences and music. [Resolution I.1.c.]
- d. Rename the University of Wisconsin-Milwaukee School of Business Administration to the Sheldon B. Lubar School of Business. [Resolution I.1.d.]
- e. Charter School Authorizations, University of Wisconsin-Milwaukee:
 - (1) Contract Extension for YMCA Youth Leadership Academy; [Resolution I.1.e.(1)]
 - (2) Approval of Academy of Milwaukee, Inc. [Resolution I.1.e.(2)]
- f. Report of the Senior Vice President for Academic Affairs:
 - (1) Presentation by the University of Wisconsin-Green Bay: Connecting Learning to Life;
 - (2) University of Wisconsin System Academic Program Planning and Array;
 - (3) Implementation of s.36.25(14m)(c), Wis. Stats.: 2005 Minority and Disadvantaged Student Annual Report. [Resolution I.1.f.(3)]
- g. Additional items that may be presented to the Education Committee with its approval.

Implementing s.36.11(22)(b), Wis. Stats.,
Relating to Information Provided to Students
on Sexual Assault and Sexual Harassment

EDUCATION COMMITTEE

Resolution I.1.b.(1):

That, upon recommendation of the President of the University of Wisconsin System and pursuant to 1989 Wisconsin Act 177, s.36.11(22)(b), Wis. Stats., the Board of Regents hereby accepts the report on implementation of the Act (the report on orientation programs and information provided to students on sexual assault and sexual harassment) and directs that the report be submitted to the Chief Clerk of each house of the Legislature for distribution to the appropriate standing committees under s.13.172(3).

EDUCATION COMMITTEE

Resolution I.1.b.(2):

BE IT RESOLVED that, the University of Wisconsin System Board of Regents endorses the efforts of UW System institutions as well as UW System Administration, to reduce the incidence of sexual violence through prevention, education, victim response, and data collection initiatives.

**UNIVERSITY OF WISCONSIN SYSTEM
REPORT ON SEXUAL ASSAULT AND SEXUAL HARASSMENT
2005 Annual Report**

EXECUTIVE SUMMARY

BACKGROUND

Section 36.11(22)(b), Wisconsin Statutes, requires the Board of Regents to report annually to the Chief Clerk of each house of the Legislature on the methods each UW System institution uses to disseminate information to students on sexual assault and sexual harassment. The law requires UW System institutions to incorporate into their new student orientation programs oral and written information on sexual assault and sexual harassment, including information on:

- the legal definitions and penalties for sexual assault, sexual exploitation by a therapist, and sexual harassment;
- generally available national, state, and campus statistics on sexual assault, including statistics on assaults by acquaintances of the victims;
- the rights of victims and the services available to assist a student who is a victim; and
- protective behaviors, including methods of recognizing and avoiding sexual assault and sexual harassment.

In addition, each institution must annually supply to all enrolled students material that includes information on all of the above topics.

This law was enacted in April 1990; this is the sixteenth report to be compiled for the Legislature since its enactment. This report is shared each year with the Board of Regents Education Committee and then forwarded to the Legislature.

Section 36.11(22), Wisconsin Statutes, also requires that each UW institution annually report to the Wisconsin Office of Justice Assistance statistics on sexual assaults and on sexual assaults by acquaintances of the victims that occurred on each campus during the previous year. At the request of the Board of Regents Education Committee, Appendix I of this report includes the statistical information that is sent separately to the Department of Justice Assistance.

REQUESTED ACTION

Adoption of Resolution I.1.b.(1), authorizing the University of Wisconsin System Report on Sexual Assault and Sexual Harassment for the 2005 calendar year to be forwarded to the Legislature, and adoption of Resolution I.1.b.(2) endorsing the prevention and other initiatives at UW institutions and UW System Administration to reduce the incidence of sexual violence.

DISCUSSION

Each UW institution provided to the UW System Office of Academic and Student Services information on the methods used to disseminate information to students on sexual assault and sexual harassment. In addition, each institution submitted examples of best practices in programming or services that assist student victims of sexual assault or harassment, and that offer education or training in protective behaviors and sexual violence prevention. The summaries provided do not include every event, program, or initiative related to sexual assault at an institution. Rather, they indicate programs and services identified by the institution as their best practices or most notable efforts during the previous year.

RELATED REGENT POLICIES

UW System Sexual Harassment Policy Statement and Implementation (Regent Policy 81-2).

UNIVERSITY OF WISCONSIN SYSTEM REPORT ON SEXUAL ASSAULT AND SEXUAL HARASSMENT 2005 Annual Report

All UW System institutions provide new students with oral and written information on sexual assault and sexual harassment during new student orientation programs, and provide continuing students with similar information through printed and electronic means.

Section 36.11(22)(1), Wisconsin Statutes, specifies that the materials provided should include the following information:

- the legal definitions and penalties for sexual assault, sexual exploitation by a therapist, and sexual harassment;
- generally available national, state, and campus statistics on sexual assault, including statistics on assaults by acquaintances of the victims;
- the rights of victims and the services available to assist a student who is a victim; and
- protective behaviors, including methods of recognizing and avoiding sexual assault and sexual harassment.

This report summarizes the primary methods used by each institution to comply with s.36.11(22)(1), Wisconsin Statutes. The summaries are not exhaustive of all efforts underway at the institutions. Instead they summarize the programs institutions have identified as their “best practices” to respond to victims of sexual assault and provide information about sexual assault and its prevention to all students.

Overall, UW System institutions are (1) continually updating and improving the scope and quality of information provided to students; (2) integrating presentations, small-group discussion of the issues, and interactive dramatizations relating to sexual violence into new student orientation programs; (3) providing the educational and resource information required by s.36.11(22), Wisconsin Statutes, on the web or in print form; (4) offering educational programs addressing the topic in a wide range of venues, including residence halls, student unions, classrooms, student organization gatherings, and private housing facilities; and (5) establishing effective and important connections among campus Dean of Students staff, residence hall staff, police & security, counseling and health personnel, community police, service agencies, and hospitals to address sexual violence in a coordinated manner.

This report summarizes the wealth of innovative programs and services that are provided to students, and the institutions’ continuing efforts to educate them about and prevent sexual violence.

Systemwide Initiatives

In 2005, UW System staff collaborated for the second year with the Wisconsin Coalition Against Sexual Assault (WCASA), to sponsor a conference on *Sexual Violence and the College Campus*. The conference was attended by students, staff or faculty representatives from every UW System institution, as well as individuals from the state’s private colleges and the Wisconsin

Technical College System. The 2005 conference included a speaker from the California Coalition Against Sexual Assault (CALCASA) who spoke about the 2004 CALCASA report, which established statewide standards of practice for sexual assault prevention and response at California institutions of higher education. Also at the conference, a nationally recognized expert on ‘social norm’ theory provided background and research on social norm media campaigns as a means of overcoming inaccurate perceptions in the campus community about what is normative among students and their peers. This strategy has proven extremely useful in alcohol abuse prevention on college campuses. In 2006, the UW System intends to provide a workshop for all UW System institutions, which will share institutional best practices in sexual assault prevention and response programs and offer training on assessment strategies in student affairs. This workshop may occur in conjunction with the 2006 annual WCASA conference.

As reported to the Board of Regents at its November 2005 meeting, in 2004-05 the UW System administered its first systemwide survey on alcohol and other drug abuse (AODA). This survey included two questions on sexual violence. One question asked if, since the beginning of the school year, the student had been pressured by someone else “to go farther than you wanted to go sexually?” The second question asked if, since the beginning of the school year, the student had pressured someone else “to go farther than that person wanted to go sexually?” The questions included the explanation that “the pressure might have been arguments or some kind of physical force (arm twisting, holding a person down) or threat of physical force.” Each question was followed up with another which asked if either party was under the influence of alcohol or drugs at the time. Data from this first survey provide a baseline to evaluate whether or not the frequency of sexual assault is changing, and are included in Appendix I.

For its collective efforts, the UW System recently received the 2006 Voices of Courage Award for Community Support from the Wisconsin Coalition Against Sexual Assault. This annual award is given to a person or agency to acknowledge and applaud hard work and the enduring commitment to ending sexual assault. This award recognizes the years of work on sexual violence prevention and response that has been ongoing at UW institutions throughout the state.

INSTITUTIONAL SUMMARIES

Sexual assault is a complicated social problem and institutional prevention efforts use a range of approaches in an effort to understand the problem, educate students, encourage reports, and change behaviors in order to prevent incidents. The following institutional summaries of best practices present examples of this range of strategies, including: educating students on the relationship between alcohol and sexual aggression; offering non-alcohol programming; providing educational programming on what constitutes sexual assault; training students to identify high-risk situations and danger signals within relationships; building connections with community prevention/response agencies and local police; actively encouraging reporting by victims following a sexual assault; and establishing reporting/investigative processes that do not re-victimize those who have been sexually assaulted.

UW-Eau Claire

UW-Eau Claire is part of a collaborative grant project with the Family Support Center which funds the Center for Awareness of Sexual Assault (CASA) and a Victim Services Coordinator. Since the development of this Center and the hiring of a Victim Services Coordinator two years ago, UW-Eau Claire has had an increase in reporting and a significant increase in the direct services provided to victims. The Coordinator meets regularly with people on and off-campus about sexual assault prevention. The coordinator spoke in 11 classes and has conducted interviews for: TV 10, TV 13, TV 18, *The Flipside*, and the *Women's Studies Newsletter*. Print articles written about CASA and sexual assault prevention appeared in *The Spectator* and News Bureau.

There have been a number of collaborations among CASA and The Sexual Assault Task Force, WCASA, local law enforcement, Sacred Heart's Sexual Assault Nurse Examiner (SANE) program, Crime Victim Witness Program, Student Senate, and other student groups. CASA has over 20 on-call volunteers and an additional 50 volunteers that help with outreach and presentations. Campus staff work closely with Sexual Assault Nurse Examiners at Sacred Heart Hospital. This collaboration includes training for first-response professionals including Resident Assistants, University Police, and Residence Hall Directors. Additionally, all University Police personnel are required to complete the WCASA training for sexual assault response.

The Activities and Programs Office has annual, mandatory educational programming for the sororities regarding sexual assault, alcohol, and rape drugs. The fraternities, through membership and participation in the National Inter-fraternity Council, receive educational materials related to such issues as *No Means No* and other sexual assault areas of concern (alcohol abuse, uncontrolled parties, and risk management). Each fraternity also receives consultation by individual field representatives every year and is evaluated on their educational and inter-Greek efforts to educate members about prevent sexual assault prevention.

All participants in the First Offender Alcohol Education Program are required to complete a unit on sexual assault that focuses specifically on the role of alcohol in sexual assault. The section includes a video, interactive exercises, and written information. The Counseling Services website (which receives 50,000 hits per month) has extensive information on sexual assault. Additionally sexual assault prevention information is available at the "Store Front" information wall outside of Counseling Services.

UW-Green Bay

In Spring 2005, UW-Green Bay developed the Campus Life Healthy Relationships Task Force. This task force was charged with programming, gathering and evaluating data, and collaborating with students, resident assistants, student organizations, athletics, faculty, and staff to educate students and build campus support and involvement in the area of healthy relationships. The task force is the result of years of campus work to educate and inform students on important topics related to relationships, dating, sexual assault, and personal safety. Membership includes staff from Residence Life, Health Services, Counseling, Student Life, and various members of the student population.

In November 2005, the UW-Green Bay campus offered two Christopher Kilmartin programs, targeting two different audiences. Dr. Kilmartin served as a consultant for the U.S. Department of Education's 2001 Meeting on Violence Prevention in Higher Education and is a nationally recognized expert on the prevention of sexual assault and harassment on college campuses. The afternoon genders issue program targeted faculty and staff and was entitled, "Men, Women, Work, Family: Where have we come from; where are we going?" The evening program, targeted at students, was a humorous look at the behavior of men entitled "Guy Fi: Fictions that Rule Men's Lives."

The UW-Green Bay Counseling & Health Center provides passive and active education and training in the area of sexual assault prevention and protective behaviors. A self-defense course taught by a local expert was held on campus in September 2005. Training for Resident Assistants, summer camp staff, athletes, and new faculty was held during the summer and again in the fall of 2005 on the following topics: Title IX; federal, state, and system statistics and requirements; the role of employees; response protocol; contact information; and victim response.

UW-La Crosse

In 2005, a student peer sexual assault victim advocate program was started. Currently, one advocate is in place for students who live on or off-campus. The advocate, who received advocacy training through WCASA, also does extensive training to student groups and staff members regarding resources, Wisconsin State law, and the general issue of sexual assault.

A campus-wide network, including members of the University Health Center and Counseling Center, Residence Life staff, and Office of Student Life staff, exists to assist students regarding sexual assault response and prevention. Representatives from these areas meet regularly to discuss the issue of sexual assault and are currently working on a comprehensive approach to responding to sexual assault victims. University Police work closely with staff on campus and the city of La Crosse Police Department whenever a victim reports to a law enforcement officer.

UW-La Crosse has submitted a grant proposal for Violence Against Women Reauthorization (VAWA) funding through the Department of Justice to hire an individual to serve as a sexual assault educator/trainer/advocate (ETA) on a full-time basis. If funded, that individual will work closely with both campus and community constituents to provide programs and resources to UW-La Crosse students. He/she will also be a trained sexual assault advocate and oversee the student advocate program. The institution has also requested that the campus climate coordinator provide a graduate assistantship to work with the ETA.

Representatives from different areas on campus, including students, continue to meet regularly with La Crosse community agencies to develop guidelines, protocols, and programs to create a safe environment on campus and in the community, and to assist students who have been victims of sexual assault. The community members of the committee are invited to campus regularly to do workshops and assist in training campus leaders, including residence hall assistants, on the issue of sexual assault.

Programmatic efforts to educate students about sexual assault reporting processes and available resources occur through new student orientation, UW-La Crosse 100 classes, Reach and Share Peer Educators, and programs presented in the residence halls. Programs are also available to all students during Week without Violence and Sexual Assault Awareness Month. The Women's Studies Student Association also presents programming regarding violence against women.

UW-Madison

The Student Advocacy and Judicial Affairs component of the Dean of Students Office provides on-going advocacy and assistance for student victims. A member of the staff regularly makes presentations to university departments about resources for victims/survivors of sexual assault and about employees' obligations to report information regarding sexual assaults.

The local Rape Crisis Center provides a campus-based counselor who offers individual counseling and a drop-in support group for students, faculty, and staff affected by sexual assault.

Since 2001, programs addressing sexual assault issues have been incorporated as part of the educational curriculum for the Fraternity and Sorority Community. This year, all of the over 2,000 fraternity and sorority members on campus have participated in workshops addressing sexual assault issues.

For the first time this year, through the coordinated efforts of the University Health Services and the Fraternity Action Coalition, a one-credit academic course was offered for independent study through the School of Social Work. Student facilitators are trained to assist faculty in leading the course and the facilitators also receive academic credit. The course focused on the role of men in ending violence against women relative to dating, domestic violence, and sexual assault. Preliminary discussions are also taking place for a similar one-credit course through the Sorority Action Coalition.

The *Campus Safety* publication includes crime prevention tips, information on reducing the risk of sexual assault, sexual assault reporting options, information for victims, sexual assault statistics and the Wisconsin state statutes regarding sexual assault. Additionally, it includes information on university and community services and programs that work to curb and respond to sexual violence. The 2004-05 publication provides students with concrete crime prevention strategies for personal and property safety. Also, the UW-Madison Police Department maintains a website with the names of area-registered sex offenders. Students can access the Wisconsin Department of Corrections website for further details on offenders.

UW-Milwaukee

Beginning in 2005, the Women's Resource Center (WRC) was asked to provide training for newly hired Teaching Assistants (TAs) on personal support issues (including violence against women) and the resources and services of the WRC. Approximately 20 TAs received this training as part of their fall 2005 Orientation.

In addition, the WRC provides direct services and informational resources related to sexual assault, and sponsors educational and skill-building programs in the areas of safety and violence prevention. All WRC staff members work to create a welcoming and safe environment in the Center for survivors of sexual assault, provide supportive listening, and make referrals to campus and community resources. Both the WRC Director and the WRC Assistant Director for Student Support and Advocacy provide personal support, counseling, crisis intervention, and advocacy services to UW-Milwaukee students who have been assaulted and to others affected such as roommates, friends, and family members of students who have been assaulted. In the spring of 2005, the WRC offered free support groups for female survivors of sexual assault and childhood sexual abuse. Following discussions with The Counseling Center of Milwaukee (TCCM), the WRC was able to offer two free support groups to survivors of sexual assault.

The WRC Library contains more than 50 different reference resources pertaining to sexual assault. This material is available at no cost to students and other members of the campus community. It is used by students seeking to learn more about sexual assault for academic papers and projects, and by individuals for personal needs. In addition to engaging campus involvement in the concerns of sexual assault through educational workshops and other programs, the WRC Director is the lead organizer of Milwaukee's citywide "Take Back the Night" event which highlights information, community activism and provides a forum for public expression by survivors of sexual assault. In 2005, the WRC Director and the LGBT Assistant Director worked to increase the participation in this event by other Milwaukee-area campuses.

In 2005, the WRC formed an institutional team to attend the second annual Wisconsin Coalition Against Sexual Assault Conference on Sexual Violence and the College Campus. At this conference, representatives from the UW System met to discuss the possibilities for future systemwide initiative to improve victim services and education in sexual assault prevention and protective behaviors.

Given the overwhelming association between sexual assault and alcohol and other drug abuse, the WRC has also worked closely with the UW-Milwaukee AODA Task Force.

University Housing supported the "Take Back the Night" event sponsored by the WRC by advertising the event to residents and arranging for buses to take students from campus to the event. Most of the educational efforts related to sexual assault occur simultaneously with programs related to alcohol and drug use. One such program is the Virtual House Party program (attended by 500 students in the Spring 2005 semester and more than 800 in Fall 2005). The Virtual House Party is an experiential event, where students are led through a mock "house-party" situation and witness various scenarios that could happen at a house party. One of the scenarios includes an attempted sexual assault, during which alcohol use and its relation to sexual assault are discussed.

UW-Oshkosh

Victim Services Coordination Team "Staffing" Meeting: The Dean of Students staff coordinates a monthly meeting with representatives from Residence Life, the Counseling Center, the Student Health Center, University Police, and advocates from the Campus Violence Prevention Project to review current sexual assault cases which have come to their attention.

The group discusses possible support/counseling/assistance for the victim and sanctions/procedures for the accused.

Counseling Center: The Counseling Center provides educational and therapeutic services to students who experience sexual assault. The Center provides a safe and confidential setting in which victims may discuss their options, find support, and overcome the consequences of sexual assault. The Center coordinates the work of the victim advocates on campus and acts as the liaison between the University and its community partners, including REACH Counseling Services, the Three-County Fox Valley Sexual Assault Response Team, the Wisconsin Coalition Against Sexual Assault, the Christine Ann Domestic Abuse Center, and the Winnebago County Coordinated Response to Domestic Violence team. The Counseling Center works collaboratively with the Student Health Center, the Dean of Students Office, Residence Life staff and the University Police to meet students' needs, as well as advises C.A.R.E., the student peer sexual assault educators group.

The Campus Violence Prevention Project, coordinated by the Counseling Center and located in Dempsey Hall, provides students with supportive services regarding sexual assault, sexual harassment, stalking, and dating or domestic violence. The staff provides prevention training to individual students, groups, staff and faculty.

C.A.R.E.: Campus for Awareness and Relationship Education is a peer education program coordinated through the Counseling Center, which focuses on awareness and prevention of sexual assault. In addition to serving as a campus resource on the topic of sexual assault and date/acquaintance rape, C.A.R.E. staff and student volunteers offer presentations that are available to all university student groups, classes and community organizations.

Victim Advocates: Advocates provide victims with support and information about the legal and disciplinary options for dating or domestic violence, stalking, sexual assault, or sexual harassment. Advocates also go with victims and speak up for their rights in any community or campus actions they might choose to pursue, provide them with ongoing support and information through 24-hour crisis support, attend medical or legal appointments with them, and help with "safety planning." "Safety planning" includes helping file restraining or no-contact orders and making changes in residence hall or classes to avoid contact with the person who hurt them.

M.E.N.C.A.R.E.: the Men's Educational Network for Campus Awareness and Relationship Education (M.E.N.C.A.R.E.) has as its main objective to open a line of communication encouraging men to speak out against violence towards women on the UW-Oshkosh campus. The aim of this initiative is to inspire more men to take a stand against men's violence and to play an active role in promoting healthy, vibrant relationships. M.E.N.C.A.R.E. is a resource for men who are currently in need of direction in order to help those women around them who have dealt with or are currently dealing with unhealthy relationships. In the past year, three posters with photos of men who "speak out" against violence towards women have been distributed throughout campus. M.E.N.C.A.R.E., in conjunction with C.A.R.E. and other student organizations and campus departments, has sponsored nationally recognized speakers on campus. In 2005, M.E.N.C.A.R.E. and their campus partners sponsored Brett Sokolow, J.D., to speak on campus regarding the linkages between sexual assault and drinking.

UW-Parkside

UW-Parkside assisted student victims of sexual violence through several effective initiatives during 2005. The institution conducted several training sessions for the UW-Parkside Police Department, bringing in representatives from the Kenosha County District Attorney's office, a representative from Women's and Children's Horizons (the local agency for domestic and sexual assault victims) and a SANE Nurse to educate the campus police officers on the legal, physical and emotional aspects of sexual violence and to ensure that sex crimes are investigated and reported properly. In addition, the forms used by the University Police for sexual assault investigations and reporting were updated. UW-Parkside believes that all of these initiatives will increase the effectiveness and thoroughness of investigations.

The Residence Life staff held specialized training for Resident Advisors (RA) and Peer Health Educators (PHE) regarding sexual assault awareness, and their role in assisting the victims of these crimes. This training ensured the RAs and PHEs were well prepared in the event of a student reporting an incident of sexual assault or sexual violence. This training was focused on the two student leadership groups (RAs and PHEs) most likely to hear about or become aware of sexual violence/assault occurring on campus, and provided a broader understanding of these issues, as they affect students.

The Project Coordinator of the UW-Parkside Violence Prevention Program also printed and posted several informational posters defining sexual assault and sexual violence, and referring victims to the appropriate resources. This educational effort greatly increased the awareness of the students on these issues, and brought a better understanding of the signs and symptoms of abusive relationships.

The Violence Prevention Coordinator also addressed the issues of sexual assault in the LGBTQ community by sponsoring two sessions entitled "Ending the Silence" with the UW-Parkside Rainbow Alliance. These training sessions brought greater awareness to the unique challenges facing this minority community when faced with sexual assault and sexual violence.

UW-Parkside sent four representatives to three separate conferences conducted by the California Coalition Against Sexual Assault (CALCASA). The attendees represented University Police, Student Health and Counseling, and Residence Life. These conferences were educational and informative and increased awareness of how to address the multiple levels of sexual assault issues on campus.

UW-Platteville

University Counseling Services offer immediate one-to-one counseling to any student involved in a sexual assault. Continuing counseling or referral to external resources as appropriate are made available to students.

A collaborative program between Student Health Services, Student Housing, and University Counseling Services produces informational materials that are posted throughout the campus to make students aware of the resources that exist for victims of sexual assault or harassment.

In April of 2005, a series of three sexual assault awareness programs were presented at evening and lunch times to inform students and campus community members about date rape drugs, protective behaviors, and sexual violence and resources for survivors. These programs involved presenters from the Student Health Services, the local police department, and the Women's Center.

All residential students attend a living group meeting facilitated by a peer educator from the department of student housing. These peer educators are part of S.H.A.R.E. (Student Housing Advocates for a Rape-free Environment.) These individual living group meetings focus on sexual assault awareness, protective behaviors, the role of men in preventing sexual assaults, and information mandated in s.36.11(22), Wisconsin Statutes. University Police personnel present programs to residential groups and to student organizations regarding sexual assault prevention, protective behaviors, and date-rape drug awareness.

UW-River Falls

Various services are available for victims of sexual assault, most of which are offered collaboratively with organizations in the community. Services include a Sexual Assault Nurse Examiner (SANE) program through which specially trained nurses are available to do evidence-collection exams for sexual assault victims at local hospitals and area facilities. The program includes components such as victim support and advocacy, free or reduced cost exams and certain treatment, and support and guidance in follow-up, whether the victim decides to report and/or prosecute or not. The local agency, Turningpoint, provides free confidential assistance to survivors of sexual assault, abuse and harassment, and offers services and support for victims, including support groups.

Medical follow-up after the initial crisis, such as exams, sexually transmitted disease testing, pregnancy testing, and emergency contraception, is provided to UW-River Falls students at two local clinics through contractual agreements with the UW-River Falls Student Health Services, since there is no clinical health facility on campus. Free counseling services are also available for students through on-campus counselors available through the UW-River Falls Counseling Services.

There is a Campus Sexual Assault Task Force, which includes members from SANE, Turningpoint, the River Falls Police Department, local county Victim-Witness Services, and UW-River Falls Public Safety, Student Health Services, and Counseling Services. The mission of this collaborative group is to ensure that appropriate education, resources, and services surrounding the issue of sexual assault on campus and in the community are provided. The group is currently working on external grant funding to support its mission.

Education and outreach are provided through a variety of means. One example includes bulletin board kits which contain information and resources related to sexual assault, sexual violence, and healthy relationships. These kits are distributed by Student Health and Counseling Services to all residence assistants, and are posted on campus bulletin boards. Another example includes a simulated "house party" event held on campus in the fall in the residence halls for new students. This simulates possible scenarios that could occur as a result of alcohol, such as

sexual assault/date rape, and provides follow-up discussion and debriefing with the UW-River Falls staff.

UW-Stevens Point

A local health organization, not connected to the university health service but located very near campus, was provided with referral cards and campus materials to provide victims who choose to seek services off-campus, with adequate information about their rights as students and services available to them on the campus.

A Task Force on Sexual Assault developed a strategic plan to reduce campus violence based on the results of a campus assessment. Members represent campus life, residence life, health promotion, academic departments, campus safety and security, student orientation, local victim advocacy representatives, and students.

A Peer Education Group actively promotes personal safety and community respect programming to raise awareness of sexual assault and prevention efforts. Peers are directly connected to the residence halls through a liaison program.

A Pilot Project was implemented to assess residence hall student leader facilitation of awareness and prevention programs in the residence halls. Student leaders were provided four hours of training, a quarterly newsletter, and e-mail updates.

A survey of sexual experiences was conducted on campus. Findings suggest that: (1) there is a significant discrepancy between public and private reports of sexual assault; (2) there is confusion among students regarding behaviors which qualify as sexual assault; and (3) there is confusion about reporting and support services.

UW-Stout

A major campus initiative was undertaken with the funding of the Department of Justice Violence Against Women grant and the formation of a Campus Violence Prevention Project (CVPP) office on campus. The focus of its programs is both prevention and assistance. Since that office is located in the Counseling Center and maintains an excellent relationship with the local sexual assault shelter, good access is provided for direct service and/or referral. Specific program initiatives alerting students to the assistance available include the following:

In coordination with UW-Stout's Laptop Learning Initiative, information on sexual and dating violence was provided to over 3, 300 new and transfer students in September 2005 via DVD format. The DVD product, produced by CVPP staff in coordination with UW-Stout's Learning Technology Services, presents a mixture of thought-provoking imagery and statistics about sexual violence, and concludes with information about how students may access free and confidential campus- and community-based victim services, including CVPP services.

During 2005, CVPP staff participated as members of Dunn County's Combined Community Response Team. Membership includes the Bridge to Hope (Dunn County's nonprofit victim services provider), UW-Stout Police, the Menomonie Police Department, Dunn County's

Sexual Assault Nurse Examiner (SANE) Program, and Dunn County's Victim/Witness Assistance Program. Team meetings included cross-training of respective roles and responsibilities along with opportunities to exchange strategies that will help ensure the safety, integrity, and self-sufficiency of victims. Other topics addressed during these meetings included ways to improve service coordination and communication among these agencies in response to residents of Dunn County, including students of UW-Stout, who may experience sexual assault.

The CVPP has taken initial steps to integrate the topic of violence against women (including sexual assault) into relevant academic discourse and curricula of the university. Toward this end, CVPP staff has begun to work in closer coordination with various faculty and instructional staff within each of the university's academic colleges and schools to discuss ways for their respective curricular plans to include the topic of violence against women. These efforts are also intended to facilitate opportunities to advance students' moral development and behavior, particularly pro-social behavior on the part of bystanders to prevent sexual assault from occurring on UW-Stout's campus.

A "Break the Silence" Education and Awareness Campaign was launched in August 2005 by CVPP in coordination with UW-Stout's First-Year Experience Initiative. The campaign's primary purpose is to amplify the voice of the majority of UW-Stout students whose positive attitudes and values associated with sexual assault might otherwise remain silent. Funds were raised by CVPP in the forms of donations by various campus departments in order to purchase silicone wristbands imprinted with Break the Silence. Wristbands were distributed to new students during Orientation. New students were also requested to provide their signatures on individual pledges and large posters stating their commitment to "break the silence" about sexual violence. Posters were displayed in a prominent location within all first-year student residence halls as a way to reinforce this message and students' commitment to it throughout the year.

CVPP staff has also initiated a core group of Men in Violence Prevention (MVPs), currently comprised of male student athletes and male university staff. The MVPs are committed to establishing social norms that empower other male students to "break the silence" by acting to prevent sexual violence, particularly violence against women. To date, MVPs have discussed the benefits and possibilities of providing sexual violence education to all-male student groups as a first step toward establishing these norms. More specifically, MVPs intend to normalize the fact that most college men are not perpetrators, are disturbed by sexist behavior, and find sexual assault and other forms of interpersonal violence to be unacceptable.

UW-Superior

The University has invested a great deal of time and resources in training two Campus Safety Officers in Rape Aggression Defense (RAD) training that many female students and staff take part in. This program is offered on a quarterly basis to all women on campus. The University will be hosting the National RAD Program in 2006, and that will be widely publicized by local media. The campus has begun a long range program of installing outdoor and indoor cameras to help monitor areas of concern. The long range goal is to have all parking lots monitored with cameras to help deter crime. The campus houses the offices for the Center for Sexual Assault Domestic Abuse (CASDA) a non-profit organization that educates advocates and shelters victims. The shelter is located on university grounds and is staffed 24 hours a day by a professional staff.

The University has also created a Sexual Assault Prevention Committee that is recognized by the Chancellor and Provost as a standing university committee. This group is charged with assessing the needs of our campus as it pertains to sexual assault. It works to bring programs to campus and review policies and procedures.

UW-Whitewater

In 1991, the Dean of Students started a service entitled the Sexual Assault Response Team (SARTeam). The team is composed of 6-12 staff and faculty members who go through an initial eight-hour training and monthly in-service training. Team members take turns carrying a cell phone and large resource manual for one week at a time. Most members serve on the team for two-four years. While all members are volunteers, the Coordinator position is a permanent staff position.

The SARTeam provides information and referral, support, and advocacy to students who have been sexually assaulted, as well as to staff, faculty, friends and family members concerned about a sexual assault survivor. This service is available 24 hours per day, 365 days per year. It is free, confidential, and can be anonymous. Team members are aware of the laws, procedures and services available all over the state of Wisconsin. Services are provided both over the phone and in person. Team members will accompany a sexual assault survivor to the police or hospital, if she/he would like. In addition to assisting students in crisis, this team is a full-time resource to any students, staff, or faculty with questions about sexual assault.

The team also serves as a campus liaison with law enforcement and service providers in the community. The Coordinator attends the Walworth County Domestic Abuse/ Sexual Assault Taskforce and Wisconsin Coalition Against Sexual Assault regional meetings.

University Police Outreach: University Police officers spend a great deal of time in the classrooms and residence halls to build rapport and educate students about personal safety. This makes the police officers familiar and approachable so that students are more comfortable reporting an assault on campus. It also provides faculty and staff members a liaison with the police department to answer questions that may arise, or to refer students to someone within the police department by name.

Police officers teach personal safety and awareness in Alcohol and Other Drugs, Sociology and Criminal Justice classes. They talk to students in approximately 30 New Student Seminars which include students living on campus and commuter students. They train Resident Assistants, SafeWalk volunteers, Student Leadership staff, Student Organization leaders, Academic Advisors, International students, University Center event hosts, and building managers. They have a booth at the annual Wellness Fair, attend “Take Back the Night” events, and give presentations to numerous student organizations including fraternity and sorority groups.

One police officer is an active member of the campus Sexual Assault Prevention Advisory Committee and another Police Sergeant is on the Board of Directors for the Wisconsin Coalition Against Sexual Assault.

A student organization that is now two years old, called Students Against Sexual Violence, has had great success generating interest among students in doing peer education. The group is involved in a number of activities including: attending the Sexual Violence and the College campus conference; having a booth at the Wellness and Women’s Fairs; assisting with a charity walk to raise funds for survivor assistance programs; teaching others about the experience of surviving a sexual assault through “Survivor: This Time it is Personal”; putting up a display of 350 pledges to get consent and give respect signed by fellow students; hosting “Take Back the Night” events; and distributing teal ribbons and information on the Day to End Sexual Violence.

UW Colleges

The UW Colleges campuses are primarily non-residential and do not have formal counseling services. Students in need of assistance are directed to the Office of Student Services, and may be referred to agencies in the community that can provide further assistance. Therefore, the programming they offer on sexual assault and violence is often provided in ways that differ somewhat from other UW institutions. The following are some examples of how individual UW Colleges are addressing this issue:

Six campuses (UW-Barron County, UW-Fox Valley, UW-Manitowoc, UW-Marathon County, UW-Marinette, and UW-Marshfield/Wood County) participated in the Get Carded Program sponsored by RAINN (Rape, Abuse and Incest National Network). The program involves students distributing information cards to other students. The cards contain information about reducing the risk of sexual assault, what to do as a victim of sexual assault, tips for men, and the telephone number for the National Sexual Assault Hotline. The Get Carded Program serves to bring awareness of sexual assault and related issues to students.

UW-Fond du Lac, UW-Sheboygan, UW-Rock County, UW-Washington County and UW-Waukesha each have relationships with local agencies involved in sexual assault prevention and domestic violence. The campuses, in conjunction with these agencies, sponsor a wide variety of events, particularly during April, which is Sexual Assault Awareness Month, designed to raise student awareness of issues related to sexual assault and relationship violence. These events are visual in nature and are designed to promote student attention to them. For example, at UW-Richland, a wall-size collage was created with 550 pink and blue handprints (for each student enrolled at UW-Richland). Then, one of every four female prints and one of every nine male handprints was painted black to symbolize the statistical risk for sexual assault to college students.

At UW-Sheboygan, a large wreath was hung and the campus community was invited to place ribbons on the wreath in honor or in memory of friends or family who had been victims of sexual assault or domestic violence. At UW-Waukesha, free samples of juice and soda with different color straws were distributed accompanied by a brochure that explained that the straws symbolized date rape drugs, and the potential consequences of each of the drugs. A survey entitled “Is This Relationship Abusive?” was distributed to students at UW-Fond du Lac, accompanied by purple ribbons and informational brochures. Other campuses bring speakers to campus and staff prominently place resource tables with information about sexual assault and related issues. At UW-Washington County’s resource table, packets of flower seeds were distributed, emblematic of planting seeds of non-violence.

UW-Baraboo/Sauk County has a contract with Baraboo Psychological Services to provide services including sexual assault/rape counseling. Students may make up to three free visits to a counselor. The program is funded through segregated fees. UW-Richland also has an arrangement that brings a counselor from Passages, a community agency, to the campus. In addition, UW-Richland has a contractual arrangement with Richland County Health and Human Services for the provision of free counseling services to all students

At UW-Marshfield/Wood County, a representative of a local agency leads a support group for victims of sexual assault. The group meets weekly.

The UW Colleges Alcohol and Other Drug Education website has a section on healthy relationships, sexual assault and violence prevention that is advertised to all students.

NOTE: UW-Extension is not included in the institutional summaries. Since it is not a campus, UW-Extension does not hold orientation sessions for extension program participants. UW-Extension students do not typically attend a campus, but instead participate in educational programs offered through county extension offices, continuing education and outreach departments across the UW campuses, or correspondence and Web-based courses offered through Outreach and E-Learning Extension. Students who do take classes on a UW campus in partnership with UW-Extension receive sexual assault and harassment information through that campus.

APPENDIX 1

SEXUAL ASSAULT STATISTICS

As mentioned earlier, in 2004-05, the UW System administered a systemwide survey to gauge alcohol and other drug use (AODA) at UW System institutions. This survey included two questions regarding sexual assault. The statistics from sexual assault-related questions in the AODA survey are consistent with other national studies. A total of 12,242 students replied to the UW survey: 94% of respondents were full-time students; 33% lived in residence halls; 49% lived off-campus; 55% were women; and 45% were men. Respondents were evenly distributed in terms of their grade point average and year. The survey results indicated that 7% of students answered “yes” to the question asking if they were pressured to go farther sexually than they wanted. Additionally, 2.5% responded “yes” when asked if they had pressured someone else to go farther sexually than they wanted. The UW System has not yet had the opportunity to analyze the data for more refined understandings and correlations, but hopes to do so before the next survey occurs in spring 2007.

Section 36.11(22), Wisconsin Statutes, requires that information about programming and prevention be reported annually to the Board of Regents and forwarded to the Legislature. The statute also requires that each UW institution annually report to the Wisconsin Office of Justice Assistance statistics on sexual assaults and on sexual assaults by acquaintances that occurred on each campus during the previous year. At the request of the Education Committee of the Board of Regents, statistical information that is required to be sent to the Wisconsin Office of Justice Assistance is also included in this report as part of this appendix.

The statistics are of the incidents of sexual assault reported to campus officials “on-campus” and “off-campus.” Although the statute only requires data regarding assaults on-campus, the UW System has always provided data regarding the sexual assaults it is aware of that occur off-campus as well. The “campus” definitions used by all UW System institutions correlate with another report that each institution is mandated to make to the Department of Education in compliance with the federal Jeanne Clery Act 20 U.S.C. §1092[f].

As shown in the statistical summary that follows, the number of sexual assaults reported to the UW System has not varied significantly during the last four years. However, these numbers do not necessarily reflect the level of sexual assault experienced by students at UW System institutions. The Department of Justice, the American College Health Association (ACHA), the Wisconsin Department of Justice, local law enforcement agencies and national organizations that do research on sexual violence are all in agreement that sexual assault is a seriously under-reported crime. Nationally, studies have shown that only 28% of victims reported sexual assaults to the police (*Criminal Victimization 2000: Changes 1999-2000 with Trends 1993-2000*. Bureau of Justice Statistics, U.S. Department of Justice, June 2001). Similarly, a study in 1997 of students at twelve colleges and universities found that only 22% of rapes and 18% of sexual assaults were reported to any authority or office (Sloan, J.J., Fisher, B.S., & Cullen, F. T., 1997, “Assessing the student right-to-know and campus security act of 1990.” *Crime & Delinquency*, 43(2), 148-168).

While the number of *reported* sexual assaults cannot be relied upon to indicate the numbers of sexual assaults that take place, there are national surveys of college students that do provide relatively consistent results on the prevalence of sexual assault for college women. For

example, the American College Health Association-2004 National College Health Assessment study found that 5.9% of college women had experienced rape or attempted rape in the prior year, and 11.9% reported unwanted sexual activity. A major Department of Justice research report on *The Sexual Victimization of College Women*, published in 2000, estimated that 5% of college women experienced rape or attempted rape in an academic year, and 15.5% experienced some kind of sexual victimization. Using the figures from the more recent 2004 ACHA study, on a campus of 10,000 students, 590 women will experience rape or attempted rape and 1,550 college women will experience unwanted sexual contact each academic year.

Comparing these estimates of actual reports occurring to the numbers of assaults reported to officials suggests the ongoing and serious problem of underreporting. All UW System institutions are well aware of the problem of underreporting and are trying to raise the profile of sexual assault in order to encourage victims to seek assistance.

INSTITUTIONAL STATISTICS ON REPORTED SEXUAL ASSAULTS, UW SYSTEM ¹
Calendar Year 2005

CAMPUS	CAMPUS ² [subset involving acquaintances]	OFF-CAMPUS ³ [subset involving acquaintances]	TOTAL [subset involving acquaintances]
Eau Claire	3 [3]	11 [4]	14 [7]
Green Bay	2 [1]	5 [5]	7 [6]
La Crosse	3 [3]	6 [6]	9 [9]
Madison	15 [11]	28 [19]	43 [30]
Milwaukee	2 [2]	20 [14]	22 [16]
Oshkosh	13 [12]	9 [7]	22 [19]
Parkside	2 [1]	3 [2]	5 [3]
Platteville	3 [3]	4 [2]	7 [5]
River Falls	2 [2]	14 [14]	16 [16]
Stevens Point	7 [5]	3 [2]	10 [7]
Stout	4 [4]	8 [5]	12 [9]
Superior	1 [1]	0 [0]	1 [1]
Whitewater	7 [5]	13 [7]	20 [12]
Colleges	0 [0]	0 [0]	0 [0]
Extension	0 [0]	0 [0]	0 [0]
System Total	64 [53]	124 [87]	188 [140]

SYSTEMWIDE STATISTICS ON REPORTED SEXUAL ASSAULTS, UW SYSTEM
Calendar Year 2002, 2003, 2004, 2005

Year	CAMPUS ²	OFF-CAMPUS ³	TOTAL
2002	83 [68]	107 [79]	190 [147]
2003	70 [53]	66 [33]	136 [86]
2004	70 [62]	125 [85]	195 [147]
2005	64 [53]	124 [87]	188 [140]

¹ Sexual assaults as defined by Wis. Stats. §940.225 and §948.02

² “Campus” for this report combines reports from the three geographic categories of “campus”, “non-campus” and “public property” as defined by the federal Jeanne Clery Act 20 U.S.C. §1092[f].

³ “Off-campus” includes reports that did not occur within any of the three areas defined above as “campus” or that did not have information on location of the assault.

EDUCATION COMMITTEE

Resolution I.1.c.:

That, upon recommendation of the Chancellors of the University of Wisconsin-Madison and the University of Wisconsin-Milwaukee and the President of the University of Wisconsin System, the Board of Regents approves the request to the Trustees of the William F. Vilas Trust Estate for \$8,722,145 for fiscal year July 1, 2006, to June 30, 2007, subject to availability, as provided by the terms of the William F. Vilas Trust, for Support of Scholarships, Fellowships, Professorships, and Special Programs in Arts and Humanities, Social Sciences, Biological Sciences, Physical Sciences and Music.

**APPROVAL OF REQUESTS TO
TRUSTEES OF THE WILLIAM F. VILAS TRUST ESTATE
FOR SUPPORT OF SCHOLARSHIPS, FELLOWSHIPS,
PROFESSORSHIPS, AND SPECIAL PROGRAMS IN ARTS AND
HUMANITIES, SOCIAL SCIENCES AND MUSIC, AND
A SPECIAL CONSTRUCTION FUND FOR THE PROPOSED
ENGINEERING CENTER**

EXECUTIVE SUMMARY

BACKGROUND

The terms of the Deed of Gift and Conveyance of the estate of William F. Vilas, subsequently validated and accepted by an act of the Legislature of Wisconsin, provides in part that the trustees of the estate may proffer in writing to the Board of Regents funds for the maintenance of scholarships, fellowships, professorships, with their respective auxiliary allowances, and other like endowments specifically enumerated, defined, and provided for by the Deed.

At the beginning of each calendar year, the trustees of the William F. Vilas Trust Estate formally request that the President of the UW System ask the Chancellors of UW-Madison and UW-Milwaukee to determine from the Vilas Professors the amounts they will request for special project allowances for the ensuing academic year, and to obtain from the Chairs of the UW-Madison and UW-Milwaukee music departments their programs and requests for the next year. In addition, the Chancellor of UW-Madison is asked to determine the number of scholarships, fellowships, Vilas Associates, and any other initiatives to be requested.

The proffer is made following receipt, by the trustees, of a certificate or warrant from the Board of Regents showing how the funds will be expended. This request and Resolution I.1.c. constitute that warrant.

Following approval of this resolution, President Reilly will send a formal request to the trustees, who will determine the amount of income that will be available for the various awards (particularly for music, which varies with the value of the trust) and respond with a proffer of funds. The value of the proffer will be reported to the Board of Regents at its meeting in May.

REQUESTED ACTION

Approval of resolution I.1.c., a request to the trustees of the William F. Vilas Trust Estate for \$8,722,145 for fiscal year 2006-2007 for the support of scholarships, fellowships, professorships, and special programs in arts and humanities, social sciences and music.

DISCUSSION

The attached document contains the responses to the trustees' request and details how the proposed funds will be expended. It has seven components: (a) continuation of Trustee-approved programs, UW-Madison (\$3,815,448); (b) new funding request,

UW-Madison (\$47,217); (c) one-time-only program allocations, UW-Madison (\$4,797,200); (d) a request from UW-Madison that, pursuant to Article 5 of the Deed of Gift and Conveyance, one-half the annual net income be allocated to a special construction fund for the research facility of the BioStar program, identified as the Microbial Sciences Building (estimated cost, \$100 million); (e) support for the *Absolutely Amadeus – Celebrating 250 Years of Mozart* program, UW-Milwaukee (\$19,780); (f) request to fund Kumkum Sangari, Vilas Research Professor in the Department of English, UW-Milwaukee (\$40,000); and (g) continuation of the standard retirement benefit in support of Vilas Professor Emeritus Ihab Hassan, UW-Milwaukee (\$2,500).



March 14, 2006

President Kevin Reilly
University of Wisconsin System
1720 Van Hise Hall
CAMPUS

Dear President Reilly:

In this memo I enumerate the request for funds from the Vilas Trust Estate for fiscal year July 1, 2006 to June 30, 2007 for the University of Wisconsin-Madison.

Our request is framed in careful accordance with the both the terms of the Vilas Trust and needs we have to fulfill the strategic goals aimed at supporting the mission of the campus as a research and teaching campus of the highest rank. We are especially mindful of the gaps in our ability to attract, retain, and support the highest quality scholars to our faculty exacerbated by recent budget cuts; and the difficulty many students have in paying for undergraduate or graduate education here because of rising tuition and increasing challenges in finding need-based aid. We have therefore taken the opportunity of the possibility of increased support from the Vilas Trust this year to shore up our ability to fight the ravages of the current budget situation to maintain the highest possible quality of faculty and students. To this end, we are asking for continuation of the programs we have submitted to Vilas in recent years; expansion of some aimed especially at attracting, retaining, and supporting the highest possible quality of research faculty; and re-introduction of a program funded some years ago to provide support specifically for the AOF program, aimed at minority graduate students.

The programs for which we are requesting funding follow.

A. CONTINUATION OF APPROVED PROGRAMS

- | | | | |
|----|---|--------------|---------|
| 1. | Continuation of 10 Vilas Undergraduate Scholarships
at \$400 each | | 4,000 |
| 2. | Continuation of 10 Vilas Graduate Fellowships: | | |
| | a. 5 at \$600 each | 3,000 | |
| | b. 5 Traveling Fellowships at \$1,500 each | <u>7,500</u> | 10,500 |
| 3. | Continuation of 15 Vilas Research Professors
at \$10,000 salary plus \$30,000 auxiliary allowances each: | | 600,000 |

Vernon Barger - Vilas Research Professor
of Physics, College of Letters and Science

Office of the Chancellor

Bascom Hall University of Wisconsin-Madison 500 Lincoln Drive Madison, Wisconsin 53706-1380

David Bethea - Vilas Research Professor
of Slavic Languages, College of Letters and Science

William A. Brock - Vilas Research Professor
of Economics, College of Letters and Science

William Cronon – Vilas Research Professor
of History and Geography, College of Letters and
Science, and Gaylord Nelson Institute for
Environmental Studies

Richard Davidson - Vilas Research Professor
of Psychology and Psychiatry, College of Letters and
Science and School of Medicine and Public Health

Morton Gernsbacher – Vilas Research Professor
of Psychology, College of Letters and Science

Robert Hauser - Vilas Research Professor
of Sociology, College of Letters and Science

Judith Kimble - Vilas Research Professor
of Biochemistry and Medical Genetics, College of
Agricultural and Life Sciences and School of
Medicine and Public Health

Ching Kung - Vilas Research Professor
of Genetics, College of Agricultural and Life Sciences

Emiko Ohnuki-Tierney - Vilas Research Professor
of Anthropology, College of Letters and Science

Paul Rabinowitz – Vilas Research Professor
of Mathematics, College of Letters and Science

Elliott Sober - Vilas Research Professor
of Philosophy, College of Letters and Science

Howard Weinbrot - Vilas Research Professor
of English, College of Letters and Science

Erik Olin Wright - Vilas Research Professor
of Sociology, College of Letters and Science

Sau Lan Wu - Vilas Research Professor
of Physics, College of Letters and Science

4.	a. Continuation of 50 additional undergraduate scholarships at \$400 each	20,000	
	b. Continuation of 50 additional graduate fellowships at \$600 each	<u>30,000</u>	50,000
5.	Continuation of eighty (80) additional undergraduate scholarships at \$400 each under the provisions of Paragraph (3), Article 4 of the Deed of Gift and Conveyance by the Trustees of the Estate of William F. Vilas		32,000
6.	Retirement benefits for eight (8) Vilas Professors: Berkowitz, Bird, Goldberger, Hermand, Keisler, Lardy, Mueller, Vansina at \$2,500 each		20,000
7.	Continuation of support for encouragement of merit and talent or to promote appreciation of and taste for the art of music: 2006-07 GUEST ARTISTS		25,950
8.	15 Vilas Associates in the Arts and Humanities		499,640
9.	15 Vilas Associates in the Social Sciences		583,167
10.	15 Vilas Associates in the Physical Sciences		623,969
11.	7 Vilas Associates in the Biological Sciences		169,122
12.	One-time special funding for Vilas Research Professors:		
	David Bethea (4th year of 6-yr request-\$30,000/yr)	30,000	
	Ching Kung	65,000	
	Elliott Sober	11,500	
	Erik Wright	15,000	
	Sau Lan Wu	<u>149,600</u>	271,100
13.	Continuation of 1998 and 2002 Expansion of Approved Programs:		
	a. 940 additional undergraduate scholarships at \$400 each, pursuant to Article 4, Sections A and E of the Deed of Gift and Conveyance		376,000
	b. 400 additional fellowships at the \$600 level, pursuant to Article 4, Sections A and E of the Deed of Gift and Conveyance		240,000
14.	Continuation of Vilas Life Cycle Professorship program created in 2005		310,000
<u>Total Continuation Request</u>			\$3,815,448

B. NEW FUNDING REQUEST

- | | |
|--|--------|
| 1. Summer salary support plus fringes for Vilas Research Professor Elliott Sober of the Department of Philosophy. This request is part of a retention package offered to Professor Sober last year, and is the first of a four-year request to the Vilas Trustees for summer salary support. | 47,217 |
|--|--------|

<u>Total New Funding Allocations</u>	\$47,217
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C. ONE-TIME ONLY PROGRAM ALLOCATIONS

- | | |
|---|------------------|
| 1. 7,993 additional undergraduate scholarships of \$400 each, pursuant to Article 4, Sections A and E of the Deed of Gift and Conveyance, for all undergraduates eligible for need-based grants to offset tuition increases attributable to budget cuts in 2004-05 and 2005-06 that have continued. This is requested for approval consistent with one-time allocations previously made. | 3,197,200 |
| 2. Create 40 Vilas Research Investigator Awards of \$20,000 each pursuant to and consistent with the intent of Article 4, Section E of the Deed of Gift and Conveyance, for the purpose of providing an annual research allocation to support graduate student pursuit of their research. Please note this request of \$800,000 is similar to the \$825,000 provided in FY 2002-2003 and the \$2,550,000 provided in FY 1999-2000 to support graduate students. | \$800,000 |
| 3. Create 20 Vilas Faculty Recruitment and Retention Awards. These awards will be similar to the Vilas Associates Awards in that they will include two months of summer salary and a \$12,500 flexible fund. The Vilas Faculty Recruitment and Retention fund will be used to recruit and retain the best faculty. | <u>\$800,000</u> |

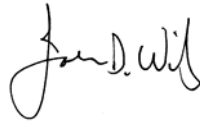
<u>Total One Time Only Program Allocations</u>	\$4,797,200
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D. FACILITY CONSTRUCTION FUND (MICROBIAL SCIENCE)

Pursuant to Article 5 of the Deed of Gift and Conveyance, we request that one-half the annual net income be allocated to a special construction fund for the research facility of the BioStar program which we have identified as the Microbial Sciences Building. A summary of the project was provided to the Trustees at the April 2001 meeting. We anticipate that this is the last year that funds be set aside for the Microbial Sciences project. The total amount we anticipate needing in 2007 is \$36,744,000. In a special meeting with the Vilas Trustees, I expect to discuss any future requests for accumulation of construction funds.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John D. Wiley". The signature is fluid and cursive, with the first name "John" being more prominent.

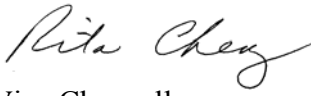
John D. Wiley
Chancellor

Attachments

xc: Interim Provost Virginia Sapiro
Vice Chancellor Darrell Bazzell
Dean Martin Cadwallader

February 24, 2006

TO: Kevin P. Reilly, President
The University of Wisconsin System

FROM: Rita Cheng 
Provost and Vice Chancellor

RE: UW-Milwaukee 2006-07 Vilas Trust Support

Please find requests for three proposals that UW-Milwaukee is submitting for the 2006-07 Vilas Trust Funds:

1. Vilas Research Professor Kumkum Sangari, Department of English. Total Request: \$40,000.00 (\$30,000 for Research Support and \$10,000 for Salary Support)
2. Department of Music, Peck School of the Arts. *"Absolutely Amadeus – Celebrating 250 Years of Mozart"*. Total Request: \$19,780.00
3. Continuation of the standard retirement benefit of \$2,500 in support of Vilas Emeritus Ihab Hassan.

Thank you for your continued consideration and support of these activities. Both the Departments of English and Music are appreciative of this opportunity to gain funding for both venues.

Should you have any questions, please do not hesitate to contact me or Associate Vice Chancellor Dev Venugopalan (229-4501).

c: Carlos E. Santiago, Chancellor
Dev Venugopalan, Associate Vice Chancellor
G. Richard Meadows, Dean, College of Letters & Science
Robert Buckner, Dean, Peck School of the Arts

February 23, 2006

TO: Rita Cheng
Provost and Vice Chancellor

FROM: G. Richard Meadows
Dean

RE: 2006-2007 Vilas Trust Funds

I am requesting continuation of funds from the Vilas Trust Estate for 2006-2007 in support of Vilas Research Professor Kumkum Sangari and Vilas Professor Emeritus Ihab Hassan of the Department of English. The terms of this request are the same as for 2005-2006 and are as follows:

Kumkum Sangari: \$ 10,000 salary
\$ 30,000 research allowance

Ihab Hassan \$ 2,500 retirement benefit

cc. Associate Vice Chancellor Dev Venugopalan
Assistant Dean Patricia Kissinger

February 23, 2005

MEMORANDUM

TO: Dev Venugopalan
Associate Vice Chancellor

FROM: Wm. Robert Buckner
Dean, Peck School of the Arts

SUBJECT: 2006-07 Vilas Proposal

Attached is the UWM Music Department's 2006-07 Vilas Trust proposal entitled "Absolutely Amadeus – Celebrating 250 Years of Mozart." As detailed in the grant proposal, the department is planning a series of concerts and master classes showcasing the work of Mozart. These concerts and master classes will feature respected guest musicians as well as Music Department faculty and students. The Music Department also plans to record a number of these events for use in promotion and recruitment for the department. Recording is very important to our efforts to enhance and expand the reputation of the Music Department and the Peck School of the Arts.

The Vilas proposal for 2006-07 has my enthusiastic endorsement. The production of this series of events will help the Music Department enrich the campus as well as the greater regional community.

WRB:mm

cc: William Heinrichs
Scott Emmons
Ed Rodriguez
Sue Thomas



School of the Arts
Department of Music

Music Room 130
P.O. Box 413
Milwaukee, WI
53201-0413
414 229-5162 phone
414 229-2776 fax

Vilas Proposal for 2006-2007

February 22, 2006

From: William Heinrichs, Music Department Chair

Absolutely Amadeus – Celebrating 250 Years of Mozart

The year 2006 marks the 250th anniversary of the birth of Wolfgang Amadeus Mozart. In honor of this occasion, the UWM Department of Music requests that the Vilas Estate support a Mozart celebration that will begin in September of 2006 and conclude with our Spring 2007 orchestra concert.

The project's centerpiece will be the UWM Music Faculty's 2006-07 Chamber Music Milwaukee series showcasing the music of Mozart. In conjunction with the concerts, the faculty and their guests plan to record the works for use in the Music Department's promotional activities. Additional celebration highlights include concerts and masterclasses featuring several guest chamber musicians and composers.

Celebration Features

- Concert performances and recording projects of Chamber Music Milwaukee and Student Chamber Music Groups
- Concerts and masterclasses celebrating the influence of Mozart's compositions
- UWM Wind Ensemble Mozart Serenade Recording Project

Benefits to Students, Alumni, and the University

- *Absolutely Amadeus* Celebration gives UWM music students opportunities to study the music of Mozart with nationally known experts such as Nick McGegan and Malcolm Bilson
- Celebration provides the Music Department faculty with an opportunity to document performance successes through the Chamber Music Milwaukee and Wind Ensemble recordings
- Project provides the greater Milwaukee Community with an opportunity to celebrate the work and influence of one of our most beloved composers
- Project aids the UWM Department of Music in further developing recordings and multimedia materials that demonstrate our successes in achieving our mission of providing the highest quality undergraduate and graduate education in music

Proposed Budget for *Absolutely Amadeus* — *Celebrating 250 Years of Mozart*

Chamber Music Presenters (5)		\$ 6,700.00
Travel @ \$300 average each	\$ 1,500.00	
Housing/Meals @ \$120 per diem x 2 days	1,200.00	
Presenter Honoraria @ \$800	4,000.00	
Chamber Music Milwaukee Mozart Series and Recording Project		\$ 4,300.00
UWM Wind Ensemble Mozart Serenade Recording Project		\$4,100.00
Festival Publication, Mailing		\$ 3,160.00
Brochure Design	\$ 500.00	
Brochure Printing 10,000 pieces (4 color, tabloid, folded)	1,700.00	
Mailing 8,000 pieces	960.00	
Choral / Orchestra Concert Guest Performers		\$ 1,520.00
Travel @ \$300	\$ 300.00	
Housing/Meals @ \$120 per diem x 2 days	120.00	
Presenter Honoraria @ \$1100	1100.00	
	Total =	\$ 19,780.00

**Additional supporting material for Agenda Item I.1.c.,
“Request to Trustees of the William F. Vilas Trust Estate,”
may be obtained by contacting the Board of Regents Office.**

Phone: 608-262-2324

Fax: 608-262-5739

Rename the School of Business Administration
University of Wisconsin-Milwaukee

EDUCATION COMMITTEE

Resolution I.1.d.:

That, upon recommendation of the Chancellor of the University of Wisconsin-Milwaukee and the President of the University of Wisconsin System, the name of the University of Wisconsin-Milwaukee School of Business Administration be changed to the Sheldon B. Lubar School of Business.

**RENAME THE UNIVERSITY OF WISCONSIN - MILWAUKEE
SCHOOL OF BUSINESS ADMINISTRATION
(APPROVAL)**

EXECUTIVE SUMMARY

BACKGROUND

Academic Information Series 1. revised, requires that any request to "establish, rename, or eliminate a College, School, or Division" receive Board approval.

The University of Wisconsin-Milwaukee requests approval to change the name of the School of Business Administration to the Sheldon B. Lubar School of Business. This change has been endorsed by the Faculty Senate, Provost Rita Cheng, and Chancellor Carlos Santiago. In February 2006, Milwaukee business leader and philanthropist Sheldon B. Lubar pledged \$10 million to the UW-Milwaukee School of Business Administration, the largest single donation in the 49-year history of the Milwaukee campus. A condition of the contribution is that the School of Business Administration be renamed the "Sheldon B. Lubar School of Business."

REQUESTED ACTION

Approval of resolution I.1.d., approving the name change of UW-Milwaukee's School of Business Administration to the Sheldon B. Lubar School of Business.

RELATED POLICIES

Academic Information Series 1.revised (ACIS-1). Academic Program Planning and Program Review (May, 2000).



Office of the Chancellor

March 3, 2006

Chapman Hall 202
PO Box 413
Milwaukee, WI
53201-0413
414 229-4331 *phone*
414 229-2347 *fax*

Kevin Reilly, President
UW System Administration
1720 Van Hise Hall
1220 Linden Drive
Madison, WI 53706

Dear Kevin,

In February 2006, Milwaukee business leader and philanthropist Sheldon B. Lubar pledged \$10 million to the UW-Milwaukee School of Business Administration. It is the largest single donation in the 49-year history of the Milwaukee campus. A condition of the contribution is that the School of Business Administration be renamed the "Sheldon B. Lubar School of Business."

To that end, I request that the renaming request be put on the April agenda of the Board of Regents Education Committee. A similar request is going forward to the Physical Planning and Funding Committee to rename the facility Lubar Hall.

As you know, Mr. Lubar recently agreed to serve as honorary co-chair for the UW-Milwaukee comprehensive campaign, which has a goal of raising \$100 million. In addition to his \$10 million donation, Mr. Lubar has agreed to help UW-Milwaukee raise an additional \$20 million that will be directed to the UWM School of Business Administration.

Background

The UW-Milwaukee School of Business Administration has been accredited by the Association to Advance Collegiate Schools of Business for over thirty years. The School of Business Administration has a current enrollment of 4,400 students and is the second-largest degree-granting entity on the Milwaukee campus.

Mr. Lubar is Founder and Chairman of Lubar & Company, Inc., a private investment firm active in corporate acquisitions and venture capital investment. His distinguished career of public service has included his work as Assistant Secretary of the U.S. Department of Housing and Urban Development and Commissioner of the Federal Housing Administration. He also served the State of Wisconsin on its Commission on Education, the Commerce and Industry Task Force, and as a past president of the University of Wisconsin System Board of Regents. He was the president and co-founder of the Wisconsin Policy Research Institute.

At the UW-Milwaukee campus, Mr. Lubar has been a very active member of the School of Business Advisory Council for over 30 years, and was president from 1985 to 1991. He is a UWM Foundation Distinguished Director, an organization for which he served as president from 1988 to 1990. Along with his wife, Marianne, Mr. Lubar has long supported numerous business students through the Sheldon B. and Marianne Lubar Scholarship Program and has funded the Sheldon Lubar Chair of Free Enterprise. In 1988, Mr. Lubar was recognized by UWM with an honorary doctoral degree in Commercial Science.

This gift to UWM will have a transformational impact on our Business programs. I look forward to the Board of Regents action, so that we can honor Sheldon Lubar's commitment to the University.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos E. Santiago". The signature is fluid and cursive, with the first name "Carlos" being the most prominent part.

Carlos E. Santiago
Chancellor
University of Wisconsin-Milwaukee

The University of Wisconsin-Milwaukee
Charter School Contract Extension
YMCA Youth Leadership Academy

EDUCATION COMMITTEE

Resolution I.1.e.(1):

That, upon recommendation of the Chancellor of the University of Wisconsin-Milwaukee and the President of the University of Wisconsin System, the Board of Regents approves the extension of the charter school contract with the YMCA Youth Leadership Academy, Inc. together with amendments to the contract, establishing a charter school known as the Young Leaders Academy.

**UNIVERSITY OF WISCONSIN-MILWAUKEE
OFFICE OF CHARTER SCHOOLS
CONTRACT AMENDMENT WITH
YMCA YOUTH LEADERSHIP ACADEMY, INC.**

EXECUTIVE SUMMARY

INTRODUCTION

Charter schools are intended to offer quality education services to children through the creation of alternative public schools that are not subject to as many of the rules and regulations imposed on school districts. The charter school movement is one of the strategies used to expand the idea of public school choice in Wisconsin and the rest of the nation.

In 1997, Wisconsin law was modified to allow the University of Wisconsin-Milwaukee to charter public schools in the city of Milwaukee. Since then, the Board of Regents and the Chancellor of UW-Milwaukee have approved several charter schools, involving a variety of public and private partnerships working to improve educational opportunity and achievement for Milwaukee school children.

The Office of Charter Schools at UW-Milwaukee and Chancellor Santiago recommend that the YMCA Youth Leadership Academy, Inc., be granted a five-year extension to its charter to operate an independent public school known as the Young Leaders Academy. The Young Leaders Academy is completing its fourth year of operation. The initial YMCA Youth Leadership Academy charter was approved by the Board of Regents in 2001.

REQUESTED ACTION

Approval of Resolution I.1.e.(1), approving the extension of the charter school contract with the YMCA Youth Leadership Academy, Inc., to operate a public school known as the Young Leaders Academy.

BACKGROUND

UW-Milwaukee is authorized by Wis. Stat. 118.40 to charter K-12 schools within the city of Milwaukee. UW-Milwaukee is committed to chartering only those schools that have the potential to make a significant difference in the educational lives of urban students. To this end, the Office of Charter Schools (Office) has developed rigorous requirements that schools must meet in order to obtain and maintain a charter. An initial charter is granted for a five-year period during which the school must demonstrate progress toward stated goals. The decision to renew or non-renew a charter occurs at the end of the third year of operation (first semester of the

fourth year) and is based on cumulative results. Renewal of a charter is based on evidence of meaningful progress on key measures of performance.

The evaluation (accountability) process is based on continuous school improvement efforts. The focus is on results, not on procedures or organizational structure. The Educational Criteria for Performance Excellence of the Baldrige National Quality Program provides a framework for school improvement efforts and for performance evaluation. The Criteria are non-prescriptive and are organized around seven areas as follows: (1) leadership; (2) strategic planning; (3) student, stakeholder, and market focus; (4) information and analysis; (5) faculty and staff focus; (6) process management; and (7) organizational performance results. Performance results include: academic achievement; faithfulness to the charter; the focus on the mission and vision; student, parent, and employee satisfaction; fiscal stability; legal compliance; and organizational viability. Improvement actions are communicated through an Annual School Accountability Plan that sets forth improvement goals, key measures of success, approach (methodology), deployment (activities), and data collection requirements. The results of improvement efforts are communicated through an Annual School Accountability Progress Report.

Evaluation of charter schools occurs through monthly reviews, annual measurements, and summative evaluations. Monthly reviews focus on the general school climate, the leader's focus on improvement, progress on improvement goals, a review of key processes, data collection, and contract requirements. Annual evaluation measures include the school's accountability plan and report, the contract compliance record, ESEA Title I ("No Child Left Behind") results, student test results, and satisfaction surveys. The summative evaluation is conducted at the end of the third year of operation (first semester of the fourth year) and evaluates organizational result trends from all three years of operation. The monthly and annual evaluation efforts are conducted by the staff of the Office of Charter Schools. The summative evaluation is conducted by an Evaluation Committee composed of six members, appointed by the Charter School Advisory Committee.

The decision to renew or not to renew a charter at the end of the third year is made at that time to allow for the possibility of school closure and the requisite parental notice accompanying such action. Charters may be renewed for up to five years. A school may also be placed on probation and have the charter extended on a year-to-year basis. A charter may be allowed to lapse at the end of the approved period or in rare cases, where safety or critical educational concerns exist, terminated.

PROGRAM EVALUATION SUMMARY

The YMCA Youth Leadership Academy, Inc., (YMCA) was granted a charter to operate The Young Leaders Academy (YLA) in August of 2001. Following the approval of the charter a school building was constructed at 1350 W. North Avenue and a leadership team hired to create the school organization, develop the curriculum, hire faculty and staff, and recruit students. YLA opened its doors in September of 2002 with 506 students.

The Young Leaders Academy (YLA) serves a population of disadvantaged minority students coming primarily from the north-central and north-west portions of the city of Milwaukee. Students often come to the YLA with significant educational delays. These delays are apparent in the results of testing completed in grades one through four. Continued attendance at YLA, however, has led to improved results for students by eighth grade. YLA students consistently score lower than students attending the Milwaukee Public Schools on tests administered in the fourth grade. By eighth grade, however, the results are reversed with YLA students scoring higher than MPS students in all areas except science. Thus, attendance at the YLA has shown to be of significant benefit for most students.

The YLA mission is "to develop life-long learners who are prepared to contribute purposefully to society by fostering students' development as independent thinkers, teaching students to solve problems both individually and collaboratively using teamwork and critical thinking skills, facilitating each student's learning style, involving parents in their children's education, and offering support systems to facilitate learning." The YLA vision is to "become an effective community resource that will be a model school in Milwaukee for meeting the educational needs of kindergarten through 8th grade students with an innovative curriculum, strong community and parental involvement, and intensive teacher training." The YLA holds a number of core values and principles which frame and inform the day-to-day operation of the school. "The program is based on the fundamental belief that every child has a birthright to a first-class education, which adds meaning, dignity and a sense of community. That birthright is delivered by combining the beneficial rigors of a classical education with the latest in technology and the best teaching and learning practices worldwide." The school facilitates the learning process within an environment that encourages the development of a positive value system. The school nurtures the children in the development of leadership, life and social skills, preparing them to become informed, responsible, and productive world citizens. The YLA focus is on leadership development, high academic standards with no social promotion, student discipline, responsibility, respect for others, community involvement, multicultural learning, and extensive access to multimedia computer technology.

The YLA is governed by a twelve-member School Board (Board) composed of representatives from the YMCA, prominent local business people, and university educators. The Board is led by Chairman Chuck Rhodes. During the development stage, the YMCA raised funds to build a YMCA Community Center to house an athletic facility complete with an African welt theme swimming pool, day care facility, and the Young Leaders Academy. The Board has established partnerships with several organizations to provide additional programming and assistance to students. The partnerships are as follows:

- Harley-Davison Corporation – “Harley Readers”
- HOSTS Program – Nationally recognized one-on-one reading enrichment program
- MPS Recreation Department – Competitive sports
- New Concept Development Organization – Social services
- Northwestern Mutual Company – Computer donations to YLA students and families
- University of Wisconsin-Whitewater – Field placement students
- YMCA of Metro Milwaukee – Swim classes, youth sports, student memberships

The YLA provides an extended day, year-round academic program. The school year is divided into trimesters with 169 days of actual instruction (not including conference days and other non-teaching student contact days). The student day is 7.5 hours long. This combines for a total of 1,267.5 annual instructional hours. Four-year old kindergarten students attend a half-day program. The five-year-old kindergarten provides a full day of instruction.

YLA is organized into a lower school (Grades K-3) and an upper school (Grades 4-8). The program emphasizes small classes, one-on-one tutoring, and the integration of technology into learning activities. Students are grouped based on academic and leadership ability. A gifted and talented program is provided for students in grades three through five. Special education programming is provided according to legal requirements and the needs of students.

YLA's curriculum emphasizes leadership and social skills development through the "Leaders Come Alive Curriculum" which is based on two key beliefs about the power of learning and knowledge. The first belief states that human knowledge is most powerful when it is interdisciplinary. The second belief states that knowledge is essential to the vision of the Young Leaders Academy. Through effort and discipline students become members of the "Young Leaders Society." The status of a student within the "Society" is shown through the awarding of ties of various designs. Top student leaders become members of the "Trailblazer Society" which provides special recognition for their accomplishments. A quarterly honor roll recognizes students with grades "B" and above. The "Academic Calvary Club" recognizes students who score in the top ten and twenty percent nationally on designated tests. An extensive program of rewards and consequences emphasizes leadership, responsibility, and achievement. Auctions of items donated to the school are held twice a year to reward students for appropriate behavior and academic accomplishments. A student government program provides opportunities for students to become leaders and to provide input into the operation of the YLA.

The instructional program focuses on strong basic skills in the R's: Reading, Writing, Arithmetic, Reasoning and Research. Direct instruction and reciprocal teaching are used to ensure skill development and understanding. Reading is taught through content-rich classic and multicultural literature in conjunction with explicit phonics instruction. Math follows the Saxon Mathematics series. The integrated social studies/humanities program includes social science, literature, philosophy, drama, music, art, science, history, geography, and character development through the hands-on study of world culture. Spanish instruction is provided to all students beginning in kindergarten. Five laptop computers are provided for each classroom. A technology lab is provided to assist instruction in reading, language arts, and mathematics.

An extensive at-risk program provides after-school and summer tutorial programs for teacher identified students. Evening and weekend sessions are offered for parents to provide them with a working knowledge of the school's educational program. The Parent Leadership Organization (PLO) provides a support network for parents. School-wide "performance evenings" provide eight opportunities for parents to see their children in action.

The leadership of the YLA has created a school with a strong, positive culture focused on appropriate behavior and academic success. Expectations are clear and are regularly reinforced.

A program of student incentives rewards students who succeed academically, display good behavior, and show school leadership. Students are on task throughout the school day and display a desire to learn and live up to the YLA expectations.

The evaluation of the school did determine that the YLA should initiate new efforts to improve academic rigor in kindergarten through grade three, in order to better close the achievement gap earlier and extend the education of older students. It was also noted that YLA achievement for controlled cohort groups drops between spring and fall testing. Given the fact that the YLA maintains a year-around program, the drop in test results should be closely examined. Finally, science achievement is of special concern. The curriculum and instructional methodology should be closely examined and with action taken to improve results.

Interviews of students, faculty, and parents, and surveys of parents indicate that they are, overall, very pleased with the Young Leaders Academy. Student attendance is high and discipline problems manageable and improving. Students show pride in the work they are doing and in being a student at the YLA. Discipline problems occur primarily from classroom disruption rather than more serious problems.

The school financial situation is strong. The partnership with the YMCA allows costs to be shared and provides financial backup as needed. Audit reports consistently indicate that sound financial practices are in place.

Student expectations are clear and faculty members extend themselves to address individual student needs. Faculty members are well-trained and make effective use of training programs. The school culture focuses on individual accountability and academic focus on the part of students.

The governance and leadership of the YLA is strong and accountable. Overall the school organization has the capacity to maintain and improve student performance.

Based on the success documented by this evaluation, it is recommended that the YMCA Youth Leadership Academy, Inc., charter to operate the Young Leaders Academy be extended for five (5) years.

ELEMENTS OF THE CONTRACT

The contract amendment negotiated with YMCA Youth Leadership Academy, Inc., meets all requirements of the UW-Milwaukee model charter school contract. YLA is prepared to operate in accordance with all applicable state and federal requirements for charter schools. The framework of the contract and substantive modifications made by the amendment to the contract are as follows:

1. Article One – Definitions - Key terms of the contract.
(*No substantive changes.*)
2. Article Two – Parties, Authority and Responsibilities.

(No substantive changes.)

3. Article Three – Obligations of the Grantee. This section is important in that it recites the requirements of the law and how the grantee will meet those requirements. This includes such topics as: (a) school governance; (b) measuring student progress; (c) methods to attain educational goals; (d) licensure of professional personnel; (e) health and safety; (f) admissions; (g) discipline; and (h) insurance standards and other topics.
(Section 3.1 (11) establishes specific requirements for financial reporting to the Office. Section 3.1(14) sets new requirements for insurance coverage and provides for the grantee to apply for coverage waivers for certain small business contractors.)
4. Article Four – Additional Obligations. This section adds additional considerations that help define the school, its practices, UW-Milwaukee administrative fees, and financial reporting.
(No substantive changes.)
5. Article Five – Joint Responsibilities. This section details the review of the management contracts and methods of financial payments.
(Section 5.3 modifies and clarifies performance evaluation criteria and establishes requirements for accountability reporting.)
6. Article Six – Notices, Reports, and Inspections. This section facilitates certain aspects of UW-Milwaukee’s oversight responsibilities.
(No substantive changes.)
7. Article Seven – Miscellaneous Provisions. Significant in this section are the Code of Ethics provisions (7.2).
(Section 7.6 clarifies requirements for open meetings.)
8. Article Eight – Provision Facilitating UW-Milwaukee Research. This section sets forth the guidelines that UW-Milwaukee will use to conduct research into the concept of charter schools and their impact upon educational practice.
(No substantive changes.)
9. Article Nine – Revocation of Agreement by UW-Milwaukee. This section establishes how the contract might be defaulted by the grantee and reasons for revocation by UW-Milwaukee. This section is critical to the idea that a charter school can be closed for not complying with the law, contract conditions, or failure to meet its educational purpose(s).
(Section 9.1(1) grants the University the right to terminate the charter contract if the school fails to make adequate yearly progress for three consecutive years under the federal No Child Left Behind requirements of ESEA Title I).
10. Article Ten – Termination by the Grantee. This is the reverse of Article 9 describing how the grantee may, under specified circumstances, terminate the contract.

(No substantive changes.)

11. Article Eleven – Technical Provisions. This section details standard contract language for mutual protection of the parties.

(No Substantive changes.)

RELATED REGENT POLICIES

Regent Resolution 7905 (May 7, 1999).

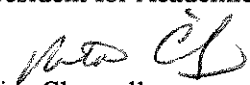


Academic Affairs
Provost and Vice Chancellor

Chapman 215
PO Box 413
Milwaukee, WI
53201-0413
414 229-4501 *phone*
414 229-4929 *fax*
www.uwm.edu/Dept/Acad_Aff/

March 15, 2006

To: Cora B. Marrett
Senior Vice President for Academic Affairs, University of Wisconsin-System

From: Rita Cheng 
Provost and Vice Chancellor

Re: Recommendation that YMCA Youth Leadership Academy, Inc. be granted an extension to its charter in order to continue operate a public school known as the Young Leaders Academy.

The Office of Charter Schools (Office) has recommended to Chancellor Santiago and me that the YMCA Youth Leadership Academy, Inc. be granted a charter extension to continue to operate a public school known as the Young Leaders Academy.

The YMCA Youth Leadership Academy, Inc. (YMCA) was granted a charter to operate The Young Leaders Academy (YLA) in August of 2001 at 1350 W. North Avenue. YLA opened its doors in September of 2002 with 506 students. Today it serves approximately 490 primarily disadvantaged African-American students.

The YLA mission is "to develop life-long learners who are prepared to contribute purposefully to society by fostering students' development as independent thinkers, teaching students to solve problems both individually and collaboratively using teamwork and critical thinking skills, facilitating each student's learning style, involving parents in their children's education, and offering support systems to facilitate learning." The YLA vision is to "become an effective community resource that will be a model school in Milwaukee for meeting the educational needs of kindergarten through 8th grade students with an innovative curriculum, strong community and parental involvement, and intensive teacher training."

The YLA is governed by a twelve member School Board (Board) composed of representatives from the YMCA, prominent local business people, and university educators. The Board is led by Chairman Chuck Rhodes. During the development stage, the YMCA raised funds to build a YMCA Community Center to house an athletic facility complete with an African weldt theme swimming pool, day care facility, and the Young Leaders Academy. The

Board has established partnerships with several organizations to provide additional programming and assistance to students.

The YLA provides an extended day, year-around academic program. The school year is divided into trimesters with 169 days of actual instruction (not including conference days and other non-teaching student contact days). The student day is 7.5 hours long. This combines for a total of 1,267.5 annual instructional hours. Four year old kindergarten students attend a half day program. The five year old kindergarten provides a full day of instruction.

The school is organized into a lower school (Grades K-3) and an upper school (Grades 4-8). The program emphasizes small classes, one-on-one tutoring and the integration of technology into learning activities. Students are grouped based on academic and leadership ability. A gifted and talented program is provided for students in grades three through five. Special education programming is provided according to legal requirements and the needs of students.

YLA's curriculum emphasizes leadership and social skills development through the "Leaders Come Alive Curriculum" which is based on two key beliefs about the power of learning and knowledge. Through effort and discipline students become members of the "Young Leaders Society." The status of a student within the "Society" is shown through the awarding of ties of various designs. An extensive program of rewards and consequences emphasizes leadership, responsibility, and achievement. A student government program provides opportunities for students to become leaders and to provide input into the operation of the YLA.

The instructional program focuses on strong basic skills in the R's: Reading, wRiting, aRithmetic, Reasoning and Research. Direct instruction and reciprocal teaching are used to ensure skill development and understanding. An extensive at-risk program provides after school and summer tutorial programs for teacher identified students. Evening and weekend sessions are offered for parents to provide them with a working knowledge of the school's educational program. The Parent Leadership Organization (PLO) provides a support network for parents. School-wide "performance evenings" provide eight opportunities for parents to see their children in action.

The Office of Charter Schools initiated the summative evaluation of YLA in September, 2005. On the basis of the evaluation, the Evaluation Committee recommends that the YLA charter be extended for five additional years. (Five years is the maximum extension.) The recommendation of the Committee was approved by the Charter School Advisory Committee in December of 2005. UWM Legal Affairs negotiated a contract amendment with the Board. The amendment to the initial charter contract between the Board and UWM has been completed and approved by UWM Legal Affairs. The attached contract amendment meets all requirements of the UWM model charter school agreement. YLA is prepared to operate in accordance with all applicable state and federal requirements for charter schools.

The Office of Charter Schools believes that the YLA program is making and will continue to make a positive difference in the educational lives of Milwaukee's children and is worthy of the charter extension.

The Office of Charter Schools believes that the YLA program is making and will continue to make a positive difference in the educational lives of Milwaukee's children and is worthy of the charter extension.

I am requesting that this be placed on the agenda for the Board of Regents Education Committee meeting in April 2006.

A copy of the contract amendment is attached and is also being transmitted electronically to Janice Sheppard of UW System Academic and Students Services and to Pat Brady of UW System Office of the General Counsel.

If you have questions, please feel free to contact my office at 414-229-4501 or Professor Robert Kattman, Director, Office of Charter Schools at 414-229-4682.

cc: Carlos Santiago, Chancellor
Kirstin Goetz, University Legal Counsel
Robert Kattman, Director, Office of Charter Schools

CHARTER SCHOOL CONTRACT

THE BOARD OF REGENTS
OF THE
UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)

AND

YMCA YOUTH LEADERSHIP ACADEMY, INC.

CHARTER SCHOOL CONTRACT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)
AND
YMCA YOUTH LEADERSHIP ACADEMY, INC.

This Contract is made by and between the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), located at P.O. Box 413, Milwaukee, WI 53201, and YMCA Youth Leadership Academy, Inc. (the "Grantee"), located at 1350 W. North Avenue, Milwaukee, Wisconsin.

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

Whereas, the Chancellor of the University of Wisconsin-Milwaukee is authorized by s. 118.40(2r)(b), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board of Regents of the University of Wisconsin System; and

Whereas, the Board of Regents of the University of Wisconsin System previously approved the Chancellor's grant of a charter to the Grantee; and

Whereas, the University of Wisconsin-Milwaukee Charter School Evaluation Committee has reviewed the performance of the Grantee and as a result of this review has recommended renewal of the Grantee's Charter School Contract for a period of five years commencing upon its current expiration on June 30, 2007; and

Whereas, on _____ the Board of Regents of the University of Wisconsin System has approved the Chancellor's entering into this Contract with the Grantee for continued operation of the Charter School; and

Whereas, the University of Wisconsin-Milwaukee has established the Office of Charter Schools to serve as the University's administrative unit to implement the provisions of s.118.40, *Wisconsin Statutes*, and to carry out the University's oversight responsibilities under the statute; and

Whereas, it is the intention of the Chancellor of the University of Wisconsin-Milwaukee to grant charter school status to qualified non-profit organizations that can bring quality educational services to the children residing within the City of Milwaukee, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the mission of the University of Wisconsin-Milwaukee includes research and the dissemination of knowledge that results from research, and the particular mission of its School of Education is research on reforms in urban education; and

Whereas, the Office of Charter Schools has been organized to cooperate with community organizations, parent groups, educators and other individuals who are committed to improving the quality of education for children in the City of Milwaukee; and

Whereas, the Parties (as defined below) 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. (2r)(b), and additional provisions as authorized by sub. (2r)(b);

NOW THEREFORE,

- A. As contemplated under Wis. Stat. § 118.40(2r)(b), the Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), hereby continues the existence by charter of the Charter School to be known as Young Leaders Academy; and
- B. The Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), hereby enters into this Contract with YMCA Youth Leadership Academy, Inc. and thus hereby authorizes the Grantee to continue to operate the Charter School; and
- C. In consideration of this grant, the Chancellor, on behalf of the University of Wisconsin - Milwaukee and with the approval of the Board of Regents of the University of Wisconsin System, and the Grantee (each as defined below), 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 law 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) “Chancellor” means the Chancellor of the University of Wisconsin-Milwaukee or any designee of the Chancellor.

- (4) “Office” means the Office of Charter Schools at the University of Wisconsin-Milwaukee, and for the purposes of this contract, is a designee of the Chancellor.
- (5) “Charter School” and “School” mean a school to be known as Young Leaders Academy, which is under the control of the Grantee, a Wisconsin nonstock, nonprofit corporation.
- (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 Milwaukee Public School District, which is a First Class City School System operating pursuant to Wis. Stat. ch. 119, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- (9) “Grantee” means YMCA Youth Leadership Academy, Inc., a nonprofit, nonstock corporation duly organized and existing under the laws of the State of Wisconsin.
- (10) “Parties” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Grantee, through their designated representatives.
- (11) “University” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Chancellor acting as the Board’s representative.
- (12) “School Board” means the Board of Directors of YMCA Youth Leadership Academy, Inc.
- (13) “YMCA” means the Young Men’s Christian Association of Metropolitan Milwaukee, Inc.

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(2r), the University, with the approval 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 Chancellor shall exercise all oversight responsibilities as set forth in this Contract.
- (3) The Chancellor may conduct research as set forth in Article Eight and elsewhere in this Contract.

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.

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(2r)(b)1. to 14., the Grantee hereby agrees to operate the Charter School in compliance with all of the following specifications:

- (1) The name of the person who has established and is seeking continue operation of the Charter School:

YMCA YOUTH LEADERSHIP ACADEMY, INC. (Grantee).
- (2) The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided:
 - (a) The principal, serving at the direction of the Board of Directors as more fully set forth in Section 3.1(6) below, shall be in charge of the academic programs of the Charter School. The current principal of the Charter School is Ronn Johnson.
 - (b) All teachers and other academic personnel will report to the principal.

- (c) Non-academic administrative services will be provided by the YMCA pursuant to an Administrative Services Agreement in a form substantially similar to that attached hereto as Appendix A
 - (d) In the event there is a change in the Principal 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.
- (3) A description of the educational program of the School:
- The educational focus and vision of the school is to provide students with a K4 through 8 program that combines a leadership development curriculum with the rigors of a classical education, instills meaning to students' lives and their relationship to the world, and incorporates technology. Key features of the educational program will be:
- (a) An academically rigorous curriculum;
 - (b) "Hands-on" learning opportunities;
 - (c) Use of computer technology and adaptive software to customize learning plans;
 - (d) Use of creative learning activities that are compatible with individual student's learning styles;
 - (e) Use of varied assessments to enable students to demonstrate their understanding of concepts and skills;
 - (f) Provision of a personalized learning plan for each student;
 - (g) Incorporation of a high-quality full-day Kindergarten program for five-year-olds and a half-day Kindergarten program for four year olds;
 - (h) Provision of before and after school tutorials as deemed necessary for student achievement;
 - (i) Incorporation of a longer school day and school year than is typically provided in Wisconsin public schools;
 - (j) Incorporation of character education and leadership skills into the curriculum.

- (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, is as described within the curriculum plan attached as Appendix B.
- (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 District shall customarily transmit such data.
 - (b) With respect to examinations required under Wis. Stat. § 118.30(1r), the Parties hereby agree that, if the District's Board of School Directors shall develop or adopt any of its own examination(s) (in lieu of the Department's examination(s)) for administration to the District's pupils, the Charter School may elect to administer and transmit testing data for either the Department's or the District's examination(s). In that event, the Charter School shall provide the Office six months' notice of its plan to use such examination(s) and shall give the Chancellor a timely opportunity to comment on the intended change.
- (6) The governance structure of the School, including the method to be followed by the School Board to ensure parental involvement:

The Board of Directors of the Charter School is currently comprised of twelve (12) members. The Board of Directors will be comprised of at least seven (7) members. Directors are selected by the YMCA, as the sole member of the Charter School. Currently two (2) directors are parents of children enrolled in the Charter School. It is the policy of the YMCA that at least one (1) director will be a parent of a child enrolled in the Charter School. Each director holds office for a term of three (3) years. Directors serve rotating terms such that approximately one-third (1/3) of the directors are elected each year. To effectuate this rotation, Directors are divided into three (3) classes. There is no difference in the rights and obligations among the various classes of directors other than the staggering of terms of office. The Board of Directors of the Charter School is responsible for the overall management of the business and affairs of the Charter School, including reviewing and approving financial and educational policies of the Charter School. The Charter School has and will continue to engage the YMCA to provide administrative services related to operation of the Charter School.

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

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 that 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:

(a) The Charter School will provide for on site security personnel as the Charter School deems reasonably required.

(b) The Charter School may, within its discretion, install video cameras in classrooms and common areas to monitor security.

(c) The Charter School will adopt a comprehensive code of conduct delineating the rights and responsibilities of all the members of the school community. The code of student conduct will be distributed to parents and students at the beginning of each school year. The parent, student, and teacher will be required to sign the acknowledgment page, stating that the parent understands the Code of Student Conduct, including the consequences of unacceptable behavior by the student. The acknowledgement page will also state that the parent has reviewed and explained the Code of Student Conduct with the student, and that the teacher shares responsibility with the parent to ensure a safe, secure school for learning.

(d) The Charter School shall also comply with all Applicable Laws. In addition, Wis. Stat. § 118.32, which prohibits a strip search of a pupil, shall apply to the Charter School.

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

The Charter School will be open to all students in the City of Milwaukee and provide equal access as set forth more fully in Section 3.1(10) below. The Charter School will promote the school throughout Milwaukee by mass media, direct marketing and enrollment information meetings. The Charter School will hold open houses for prospective students, parents and community supporters in Milwaukee. Meetings will be held throughout the city in local community centers, public auditoriums, hotel conference rooms and other appropriate venues in order to attract a cross-section of students.

(10) The requirements for admission to the School:

The Charter School will provide equal and bias-free access for all students to the School's facilities, programs, activities and services. The Charter School will be

open to all students in the City of Milwaukee and will encourage all parents residing in Milwaukee to consider enrolling their children in the School. Any Milwaukee child who is qualified under the laws of Wisconsin for admission to a public school is qualified for admission to Young Leaders Academy, regardless of race, national origin, sexual orientation, gender, religion, English Proficiency, socio-economic status or disability. If at anytime there are more student applications than space available at the Charter School, a lottery will be utilized for admission purposes. Lottery practices will include the following:

- (a) When one child from a family is admitted, the remaining children from that family will also be admitted.
- (b) A waiting list will be maintained in order drawn by lot, if needed, for the admission of students at a grade level should space become subsequently available during the school year.

If a selected applicant fails to enroll by the deadline published, the wait-listed applicants will be selected in sequential order and given the opportunity to enroll. The waiting list will be maintained from the close of the recruitment period and first random selection process to the close of the subsequent school year.

The Grantee acknowledges and agrees that, if the School receives funds under the federal Public Charter School Program, it must use a lottery to admit students if the School is oversubscribed, in which case the Grantee agrees to hold such lottery no later than 30 days prior to the start of each academic year.

- (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, including 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 and shall include a list of the revenue and expenditures in each of the following categories and subcategories:

- (a) Total Revenue
 - (1) State aid
 - (2) Federal aid
 - (3) Other, including any donations from YMCA or other parties.
- (b) Total Expenditures
 - (1) Instruction
 - (2) Pupil services including special education

- (3) Instructional support including curriculum development, library/media and faculty/staff development
 - (4) School Board
 - (5) Administration
 - (6) Facilities
 - (7) Transportation
 - (8) Food service
 - (9) Debt service
 - (10) Uncategorized, including any expenditure(s) by the YMCA on behalf of the School that are not otherwise captured above.
- (12) The procedures for disciplining students:
 - (a) The Charter School will implement a disciplinary procedure substantially in the form as attached hereto as Appendix C.
 - (b) In addition, Wis. Stat. § 118.31, which prohibits corporal punishment of pupils, shall apply to the Charter School.
- (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: Under Wis. Stat. § 118.40(6), no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend the 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:

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 minimum liability insurance coverages with limits in respect to the Charter School as set forth below:

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Fidelity Bond Coverage (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
B. Worker's Compensation	
Worker's Compensation	Statutory Coverage

Employer's Liability Limits:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- C. Commercial General Liability (which must delete any X, C, and U exclusions and 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
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Medical Expense	\$5,000

- D. Auto Liability

Combined Single Limit	\$1,000,000 each accident
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- E. Umbrella (providing excess employer's liability, general liability and auto liability coverage)

Each Occurrence Limit	\$5,000,000
General Aggregate Limit	\$5,000,000

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

Aggregate Limit	\$2,000,000
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The "Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee" shall be named as an additional insured under the insurance policies described in section 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 UWM Office of Charter Schools, Enderis Hall Room 582, P.O. Box 413, Milwaukee, WI 53201. 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. Workers Compensation	Statutory Coverage
B. Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000
Products-Completed	
Operations Aggregate	\$1,000,000
C. Automobile Liability	
Combined Single Limit	\$1,000,000

In addition, for high risk subcontractors providing the following 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 require subcontractors to provide a certificate of additional coverage for the coverage and in the amounts described in the UW-System Risk Management Manual, the relevant portion of which is attached hereto at Appendix D. Should the Grantee be unable to obtain proof of insurance as required in this subsection from a particular subcontractor, 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.

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.

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, ancestry, pregnancy, marital or parental status, 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 and which may include, but is not limited to, the following laws:

- (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);
- (8) Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*;
- (9) Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655; and
- (10) No Child Left Behind Act of 2001, 20 U.S.C. §§ 6301-6578, and its implementing regulations, 34 C.F.R. § 200 *et seq.*

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.

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

Section 4.2 Non-profit Status. The Charter School has been created and shall be 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 also maintain its tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

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 and volunteers engaged at the Charter School as teachers or otherwise having access to pupils, and shall not assign any employee 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 or volunteer which would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee or agent, including volunteers. For purposes of this Section, “volunteer” shall mean a non-paid person who serves at the Charter School and who provides services on a regular and ongoing basis for more than 5 hours per calendar week, but shall not under any circumstances include any parent of a student enrolled in the Charter School, unless the parent is employed by 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 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 4.5 [Omitted.]

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 Chancellor 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 Chancellor 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 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.
- 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, including auditor's management letters, any exceptions noted by the auditors, and a report of the Charter School's revenues and expenditures in each of the categories and subcategories listed in Section 3.1(11), 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 the management companies' expenditures on behalf of the Charter School.
- Section 4.12 School Year Calendar. The calendar for each school year shall be submitted to the Office no later than the prior June 1 and shall be subject to the approval of the Chancellor or Chancellor's designee. If the Chancellor or Chancellor's designee 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. This requirement shall not apply to applications for grants made by or on behalf of the YMCA, which may from time to time utilize such funds in support of Charter School operations.
- 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 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.

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 Chancellor 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 Chancellor or the Chancellor's designee shall have approved (or be deemed to have approved) the same. The Chancellor or the Chancellor'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 Chancellor or the Chancellor's designee does not within such 30 Days object in writing to the proposed contract, the contract shall be deemed approved. If the Chancellor or the Chancellor's designee rejects the proposed contract, however, the Chancellor or the Chancellor'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 remodify) the proposed contract and continue submitting the modified contract for the approval of the Chancellor or the Chancellor'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 Chancellor in carrying out its oversight responsibilities; and (iii) provide that

the third party shall, subject to Applicable Law, grant the Chancellor or the Chancellor'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) The Chancellor acknowledges that he has previously received, reviewed and approved of the YMCA Administrative Services Agreement attached hereto as Exhibit A.

Section 5.2 Payments to Charter School. Upon execution of this Contract, the Chancellor shall notify the Department in a timely fashion of the Grantee's eligibility for funds under Wis. Stat. § 118.40(2r)(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(2r)(e) and applicable rules and policies of the Department.

Section 5.3 Performance Evaluation.

- (1) The University shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder, and market focus, information and analysis, process management, and organizational performance results as set forth in the Educational Criteria for Performance Excellence of the Baldrige National Quality Program. A description of the specific measures that shall be used to evaluate such areas shall be provided to the Grantee annually, no later than 60 days prior to the start of each academic year.
- (2) The Grantee shall provide to the University the following required reports, at the times described below:
 - (a) Strategic Plan. The Grantee must provide a strategic plan to the University by August 1, 2007. The strategic plan should specify the mission and vision of the school, identify the target population of students, and establish strategic goals for the development of the school. The Grantee shall resubmit the strategic plan to the Office upon each revision thereto. In addition, a revised strategic plan must be submitted to the Office by August 1 immediately following any renewal of the term of this Contract.
 - (b) School and Organization Profile. No later than August 1 of each school year, the Grantee shall submit to the Office a school profile which provides general information about the school and its operations.

- (c) Annual School Accountability Plan. By the later of August 1 of each school year or ten (10) days following the date on which the Grantee receives written Wisconsin Knowledge Concepts Exam (“WKCE”) 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 has not made Adequate Yearly Progress (“AYP”) under the NCLB, as determined by the State of Wisconsin, this plan shall include a detailed description of the Grantee’s plans to implement any of the responsive and/or corrective requirements of the NCLB in the following school year. The Grantee may amend its accountability plan, as appropriate, if the NCLB results are not available when it submits the plan.
- (d) Annual School Accountability Progress Report. By the later of July 1 of each school year or ten (10) days following the date on which the Grantee receives written WKCE 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. This report shall include a description of how the Charter School is or is not meeting the State of Wisconsin’s definition of AYP under the NCLB and, if the Charter School has not made AYP in the past, a detailed description of the Charter School’s compliance with the responsive and/or corrective requirements of the NCLB in the prior year. The Grantee may amend its progress report, as appropriate, if the NCLB results are not available when it submits the report.

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 30 immediately preceding the beginning of each such academic year.
- Section 6.2 Other Notices.
- (1) Agendas and Meetings. If the Charter School shall itself be constituted as a corporation, it shall provide to the Office agendas and notice in advance of all meetings of the Charter School Board of Directors.
 - (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 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.

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 [Omitted.]

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 (together “the board members”) 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 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 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 nor 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 Chancellor, nor may the name, logo, or other mark designating the Board of Regents of the University of Wisconsin System 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. The Office acknowledges the Grantee's compliance with all previously imposed requirements relative to initial school opening.

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).

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, 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 (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) Pupil Testing. The University may seek to administer to each pupil of the Charter School (other than kindergarten pupils), in connection with the pupil’s first enrolling in the Charter School, a one-time examination designated by the University. Such examination shall be administered at the University’s sole

expense and shall not materially interfere with the orderly and efficient operation of the Charter School. The results of any such examination shall be promptly shared with the Grantee.

- (3) 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.
- (4) Research Observers. As contemplated by the assessment protocols set forth in Appendix E, 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. Costs and expenses incurred for the evaluation activities of such observers shall be reimbursed to the University as part of the reimbursement owing under Section 4.6 of this Contract.

ARTICLE NINE

REVOCATION OF CONTRACT BY THE UNIVERSITY

Section 9.1 Events of Default by Grantee. This Contract may be terminated by the University under procedures in Section 9.2 if the University finds that any of the following Events of Default have occurred:

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or have failed to achieve AYP, as determined by the State of Wisconsin, pursuant to the federal NCLB, for 3 consecutive years;
- (2) The Grantee has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (3) The Grantee is insolvent or has been adjudged bankrupt;
- (4) The Grantee's directors, officers, employees, or agents provided the University materially false or intentionally misleading information or documentation in the performance of this Contract;
- (5) The Charter School has failed materially to comply with Applicable Law;
- (6) The Charter School has violated Wis. Stat. § 118.40 *et seq.*; or

- (7) The Grantee defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 9.2 Procedures for the University's Revocation.

- (1) Emergency Termination or Suspension Pending Investigation. If the Chancellor determines that any of the Events of Default set forth in Section 9.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the University 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.
- (a) If the University shall elect to exercise superintending control pending investigation of the pertinent charge, the University shall give the Grantee written notice of the investigation, shall commence such investigation immediately, shall permit the Grantee fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
- (b) Upon completing its investigation, the University shall promptly deliver to the Grantee in writing either (i) a notice of immediate termination on the bases set forth in this Section 9.2, (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 Chancellor determines that any of the Events of Default has occurred but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the University 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 Chancellor.
- (a) If the Grantee shall not so cure or otherwise remedy the specified Event(s) of Default, the University may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
- (b) If the University shall so terminate this Contract, termination shall become effective at the end 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 Chancellor 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 or 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 or 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 or 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.
 - (a) Ongoing Day to Day Operations. Upon notification of termination or 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 funds to the Department.
 - (b) Pre-July 1, 2007 Property or Equipment. Following any disposition required by state or federal law, and following the satisfaction of creditors,

the trustee shall distribute any property and equipment purchased prior to July 1, 2007 to the YMCA provided that (i) the YMCA has maintained its status as a tax exempt organization under section 501(c)(3) of the Internal Revenue Code, (ii) such property or equipment is designated for use in YMCA's educational programs, and (iii) such distribution is not prohibited by state or federal law. If the YMCA fails to satisfy the above requirements the property described in this paragraph shall be distributed as set forth in subparagraph (c) below.

- (c) Post-July 1, 2007 Property or Equipment. 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 on or after July 1, 2007. Following any disposition required by state or federal law, the satisfaction of the creditors, and the distribution described in subparagraph (b) above, the trustee shall distribute any remaining property and equipment purchased with state or federal funds to another University-chartered Charter School. To the extent such property or equipment was purchased in part, rather than in whole, with state or federal funds, the trustee shall distribute a pro rata share of such property or equipment to the other University-chartered charter school, with the remaining share distributed to the YMCA, or if such property or equipment is not capable of division, the trustee shall distribute it in its entirety to another University-chartered charter school. The provisions of this subparagraph (c) shall lapse in the event that the University does not have any charter agreements in effect as of the date charter school operations under this Agreement cease. In such an event, the assets distributed pursuant to this subparagraph (c) shall be distributed as though they were Pre-July 1, 2007 assets under subparagraph (b).

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 of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate a public school;
- (2) The Grantee's Operation or Management Contract with a third-party provider of educational management services has been terminated;
- (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 has become insolvent or been adjudged bankrupt; or
- (6) The University 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 Chancellor 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) As to the Event(s) of Termination set forth in Sections 10.1(1)-(2) and (6), the Chancellor 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 Chancellor receives the Grantee's notice, the Chancellor 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 Chancellor's determination are not delivered to the Grantee in writing within 30 days after the Chancellor receives the Grantee's notice, the Grantee's notice shall be deemed an approved basis for termination.
- (3) Automatic Termination. As to the Event(s) of Termination set forth in Sections 10.1(3)-(5), termination shall be effective on the date set forth in the Grantee's notice under Section 10.2(1).

Section 10.3. [Omitted.]

Section 10.4. 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, 2007 and continue for a period of five years. During the third full academic year of this Contract the University shall conduct a review of the Charter School's performance to date. The University shall specify in writing for the Grantee the subjects of the review at least 3 months prior to the beginning of the third full school year of the operation of the Charter School. The University shall complete the review and shall issue a written report by the end of the third full school year of the Contract. Results of the review shall serve as the basis for the University 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: YMCA Administrative Services Agreement.
Appendix B: Charter School Curriculum
Appendix C: Disciplinary Procedures
Appendix D: Part 4.D of the UW System Risk Management Manual, Vendor Certificates of Interest
Appendix E: Statement of Anticipated Performance Measurers and Required Reports
- 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, 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 against any and all liability, claims, demands, and causes of action (including reasonable attorneys' fees) which arise out of, occur in connection with or are in any way incident to the Grantee, its contractors, subcontractors or agents' performance of obligations under this Contract.
- 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: YMCA Youth Leadership Academy, Inc.

Attn: Ronn Johnson, Principal
1350 W. North Avenue Street
Milwaukee, WI

with a copy to: Mr. Kent Johnson
YMCA of Metropolitan Milwaukee, Inc.
161 West Wisconsin Avenue, Suite 4000,
Milwaukee, WI 53203

Attorney Ann M. Rieger
Davis & Kuelthau s.c.
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

To Office: Director
UWM Office of Charter Schools
Enderis Hall 582
P.O. Box 413
Milwaukee, WI 53201

with a copy to: Director
UWM Office of Legal Affairs
Chapman Hall 380
P.O. Box 413
Milwaukee, WI 53201

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 UNIVERSITY:

Name

Name

President

Chancellor

Title

Title

Date

Date

APPENDIX A

ADMINISTRATIVE SERVICES AGREEMENT

SEE ATTACHED COPY OF SIGNED AGREEMENT

APPENDIX B

Curriculum for Charter School

YMCA Youth Leadership Academy, Inc. will utilize Science Anytime published by Harcourt Brace and Open Court Reading, Phonics, Language Arts, and SRA Mathematics curriculum published by SRA/McGraw-Hill. The following is an outline of the education program and curriculum. Please note that students with special education needs will be serviced at their instructional levels based on individual goals determined by a team of staff who are directly related to the education of that particular student. All curricular goals will be met in the regular classroom when possible. When this is not possible, students will be pulled into smaller groups to address their academic deficits. For reading, writing and phonics instruction the SRA Direct Instruction curriculum will be used. Mathematics will be addressed through the above mentioned Mathematics program using the interventions strand designated for special populations.

Reading: YMCA Youth Leadership Academy, Inc. will teach content-rich classic and multicultural literature in conjunction with explicit phonics instruction to develop reading skills in K-2 when children are making the transition from learning to read to reading to learn. The scope and sequence of basic reading involves mastery of "tool skills" in three areas. The skill areas gain in difficulty and spiral through the primary grades K-2.

Leveled books from the classroom library will feature the blend of phonics and sight word practice essential for beginning readers. Beginning at grade 1, YMCA Youth Leadership Academy, Inc. students will use a research-based spelling program that introduces them to spelling patterns and to high frequency, high-utility words they use most often in their reading and writing. The spelling program will develop phonetic awareness and will feature a CD-ROM extension to engage students further in spelling and proofreading practice.

The literature program will use the Socratic method as well as the multicultural reading selections that will be compatible with the afternoon social studies/humanities program. Both the reading program in the morning session and the humanities program in the afternoon will employ an integrated interpretive reading and discussion program that will cover all disciplines across the curriculum. Interpretive activities will enable students to become more aware of their reactions as they read, develop sensitivity to language, value their own curiosity about a text, and explore new ideas through writing. Through the literature curriculum, students practice many reading and thinking skills: recalling and organizing details from the story, drawing inferences, analyzing characters' motives, and finding the main idea of a passage or the text as a whole. Literary selections will often tie-in with the historical period featured in the afternoon program.

Phonics: YMCA Youth Leadership Academy, Inc. will use a highly effective phonics program for K-2 students and phonetically controlled, level classroom literary books to promote reading fluency and phonetic awareness. Phonemes are the smallest components of sound in language. As YMCA Youth Leadership Academy, Inc. students learn their letter formations, they acquire simultaneously the phonemic rules that govern the spelling and the pronunciation of the English language. YMCA Youth Leadership Academy, Inc. is a strong proponent of teaching students the correct spelling at the initial encounter; saving time and frustration in having to relearn rules after "inventive" spelling patterns have taken root.

Foreign language instruction at all levels will further enable students to understand parts of speech and other linguistic principles.

Writing: Students will write for a variety of purposes and projects. Some are daily assignments such as in journals; some are short-term assignments involving very few drafts such as letter writing and project proposals. Still other writing assignments will be longer term and will be assignments based on a theme of World Culture in a historical context. Each type of writing is distinct from the others and involves discrete sub-skills in reading, writing, thinking, and listening.

Long-term thematic writing assignments will be either narrative or expository in nature. Expository research assignments usually focus on a body of knowledge in one of the subject matter areas such as literature, social studies, science, mathematics, etc. Narrative material will be organized around models of literary genre such as fables, folk tales, historical fiction, modern fiction, science fiction, poetry, fantasy, adventure, and mystery. Students will use elements of style unique to each genre as models for their own writing.

Mathematics: YMCA Youth Leadership Academy, Inc. will teach mathematics as a discrete subject in the morning session that is not subject to interruptions of any kind. We plan to use SRA/McGraw-Hill *SRA Math*, a highly regarded program. A recent review of SRA Math by Mathematically Correct gave it the highest overall rating for elementary programs. The rich and varied applications of math are integrated into the leadership curriculum in the afternoon session for additional practice and application. Through Science ("Tools, Technology, and Innovations") units under each of the eight Human Eras and in measuring, counting and "marketplace" activities, the leadership curriculum reinforces math skills cultivated in the traditional morning session. Moreover, by studying the lives of great thinkers in the history of ideas, students encounter the intellectual contributions of prominent mathematicians and apply their theories to concrete mathematical activities.

Science: YMCA Youth Leadership Academy, Inc.'s science program will engage students in scientific inquiry by tapping into their sense of wonder about the world around them. Students will wonder, then plan how they will find answers to their questions. This will lead to conducting investigations, which may take form as

activities, research, reading or interviews with experts. Students will then reflect on what they have learned through their investigations and share the outcomes of their discoveries. We plan to use Harcourt Brace *Science Anytime* for our science texts and hands-on kits. The lessons also situate the scientific breakthroughs in historical perspective, making this science program a wonderful complement to the leadership curriculum.

Rather than rely exclusively on textbooks and classroom activities, YMCA Youth Leadership Academy, Inc. will offer special field trips and nature studies. The Charter School students will be able to visit museums, conduct field research and visit research facilities. Working with naturalists and researchers will enhance the students' appreciation and respect for our ecosystem.

The curriculum of the Academy of Youth Leadership will be based on two key beliefs about the power of learning and knowledge. The first belief states that human knowledge is most powerful when it is interdisciplinary. The second belief is that knowledge has at its key purpose improving the human condition. In addition to dedication to learning, commitment to commit to these two beliefs will enable the Charter School to:

- √ Develop leaders who have strong problem posing, solving, questioning and reasoning abilities.
- √ Support higher-order thinking abilities
- √ Target and nurture creativity
- √ Engage, active and participatory students
- √ Provide students with choices and voices in their learning
- √ Assist students in thinking about the world and their roles in it
- √ Assure students use the numerous intelligences that they are developing

The Charter School will focus on leadership. Specifically, the Charter School will be committed to:

- Leadership development
- High academic standards
- Self-discipline
- Responsibility
- Respect for others
- Community involvement
- Multicultural learning

The leadership curriculum is predicated on the idea that the students must be prepared to live, function, and achieve in a pluralistic practice of democracy. As a result, the above interconnection between an interdisciplinary curriculum and a leadership curriculum is paramount. So, rather than teach discrete, narrow views of knowledge the content core will be based on seven significant components of human life.

Life Components

Cultural Life
Political Life
Economic Life
Social Life
Artistic Life
Technological Life
Environmental Life

These seven areas should not be interpreted as based in any one discipline or based on a traditional chronological approach used in social studies. Rather these seven elements of life will be examined through an integrated approach. The key contribution of this approach is that it is true to the interdisciplinary approach because students are constantly posing questions about connections and relationships rather than fragments.

Teachers and students will engage in regular examinations of such questions as:

1. How do these elements of life shape us as individuals and as groups?
2. How do we shape these elements of life?
3. How do they change over time?
4. How have they remained constant over time?
5. How are they alike for some groups?
6. How are they different across groups?
7. Are certain groups advantaged by these?
8. Are certain groups disadvantaged by them?
9. How can we imagine them being different?
10. What types of leaders are needed?

Thus questions are constantly examined within and across the content areas. To do so requires content knowledge of all of the disciplines, connections to the community, and strong research skills. Clearly, the aim is not to only understand what is, but to also imagine what could be. Leadership is predicated on both.

Cultural Life. The curriculum will engage students in understanding the knowledge, beliefs, values, customs, morals and language required to participate in various groups. As they apply the 10 questions, they will understand how cultures are dynamic, complex and in flux. They will be able to situate themselves in various cultural groups and appreciate others.

Political Life. The curriculum will enable students to understand the role of politics in the human experience historically and in contemporary times. They will examine various governing structures that operate at both formal and informal levels. They will pose the above questions to various institutions of political life and begin to imagine new forms of politics.

Economic Life. The curriculum will enable students to examine economic activities and how they relate to the sustainability of individuals and groups. They will explore how economic life shapes quality of life and relationships across groups. As they interrogate the above 10 questions, they will inquire about negative and positive effects of economic practices and systems.

Social Life. The curriculum will engage students in exploring the immeasurable role of families on us. In addition, they will examine various social stratifications, structures, and institutions. While applying the 10 questions they will be able to inquire into the strengths and challenges to these structures and systems.

Artistic Life. The curriculum will help students to explore various forms of human expression and creativity. They will question how such a human core can become commodified and how various levels of status get associated with artistic life.

Technological Life. The curriculum will both teach about the role of technology in societies over time and critique its role in their development. As they apply the ten questions of study, they will juxtapose technology to people, the environment, and their futures.

Environmental Life. The curriculum will connect students to their natural world, its relationship to them, and their responsibilities to it. They will question historical and contemporary relationships of humans to the environment to develop future goals for sustaining both.

Intersecting with these seven elements are questions of leadership. The curriculum will require that students study leaders within these seven areas. In addition they will complete comparative studies across leaders to determine the characteristics of leaders, their values, their actions, and their achievements. They will also examine what leadership skills and knowledge they need to become leaders in these various elements of life. They will be required to identify what their gifts are and what contributions they can make now and in the future as leaders.

PRACTICAL APPLICATION: “Leaders Come Alive”

The seven themes will come alive in the most practical sense as the curriculum is delivered through an hands-on approach that teaches leadership through role-playing leadership roles. All students will be given the opportunity to assume the roles of

various leaders as the central theme of the school's leadership focus is defined on a three year rotating basis. The three leadership themes for the school are:

- Corporate/ Economic Leadership
- Political Leadership, and
- World Leadership

As these themes are defined and developed throughout the school from kindergarten – eighth grade, leadership opportunities will naturally emerge through design and through the natural creativity of the staff and students. For example, during the Corporate/ Economic Leadership year classrooms might function as businesses and corporations – possibly modeled after or adopted and sponsored by local companies. Students would then structure the company with, team leaders, officers (president, VP etc), and develop a board of directors composed of students/ staff from other rooms as well. The opportunity to form a school-based “Wisconsin Electric/Gas” for instance would require students understanding how to charge other customers (classrooms through-out the building), thereby require excellent mathematical, writing, communication and computer skills. This hands-on method then empowers the classroom teacher like never before as he/she is viewed as an ally/ trainer/ coach/ mentor vs. information distributor/assessor. The most undesirable state for a classroom would be to have another classroom engage them in a “corporate-takeover” due to customer/board dissatisfaction.

The Political Leadership theme is intended to allow students the opportunity to study and live government. Beginning at the city level, elections would be held for local aldermen and move through county and state levels ultimately ending with a national political network being developed with a US president – offering unimaginable opportunities such as possibly our first female president. The World Leadership theme would allow each classroom to become a different country from throughout the world. These countries would then become immersed in the study of their own political system, economic systems, major imports and exports, embargos, culture, language, food, music etc. Ideally a school-based “United Nations” would be formed that would allow valuable exchange of viewpoints and ideas. In both these two themes, students would be involved in creating laws, making major political decisions that would parallel events that are occurring in the world as they live.

The Motivational Factor

The underpinning of the entire Leaders Come Alive Curriculum is a school economy that would allow students the opportunity to create their own personal wealth through their participation in all aspects of school life. Students will be compensated and rewarded by earning the “qualifications” to become eligible for various jobs and leadership roles that would bring them salaries vs. wages. Students will learn to invest their money by establishing a banking system, brokerage firms, a stock market and other trademark entities in a capitalist society. Students will be allowed to use

their personal earnings to purchase privileges throughout the school, purchase incentive items, prime classroom space, desks and other items as defined by the creativity of the staff and/or the desire of the students. Personal earnings will carry over from year to year inducing the will to continuously achieve and experience authority, esteem and economic stability.

The seven themes of: Cultural Life, Political Life, Economic Life, Social Life, Artistic Life, Technological Life and Environmental Life are evident in the Leaders Come Alive component of the curriculum.

Relationship of Curriculum to School Mission

The following chart provides an analysis of the relationship of the curriculum to the Academy's goals, outcomes and foci.

Curriculum ↔ Vision Analysis

Vision/Aims	5 Goals	Outcomes	Educ. Foci	School Foci	Curriculum
Independent thinkers	√				√
Solve problems, reasoning, research	√		√		√
Learning styles	√		√		√
Parent involvement	√				√
Support systems	√				√
Leadership		√	√	√	√
Decision making, responsibility		√		√	√
Appreciate diversity, respect others		√		√	√
Develop lifelong interests		√			√
Self-expression		√			√
Work individually & in teams		√			√
Self-determination		√			√
Self-realization		√			√
Self-esteem		√			√
Community involvement, connect to world		√	√	√	√
High academic standards, classical education			√	√	√
Self-discipline, self-direction, personal initiative				√	√
Technology				√	√
Quest to know and inquire					√

The YMCA Youth Leadership Academy, Inc. will infuse the basic tenants of its original "Bridges Curriculum" to nurture the development of social skill in all

students. Based on a skill asset model, the curriculum is designed to introduce specific skills at developmentally appropriate levels, and to reintroduce the same skills continuously while adding new skills over a six level (one level per year) curriculum span -- thus creating the “bridge”. Utilizing the Social Skills Curriculum model designed by the nationally renown Boys Town, USA, the Academy will integrated the 180 social skills outlined through their experience into the existing seven competencies: Leadership Development, Personal Accountability, Personal Identity, Social Interaction, Academic Empowerment, Effective Communication and Support Network Development.

In addition to mastering the social skills, the members must also complete various other requirements at each level with increased expectations as they move “across the bridge”. These requirements include: memorizing and reciting various Academy doctrines for individual video taping sessions (the tapes are kept in a video library), community service, corporate and factory tours, college campus tours, and team building activities. The students must also meet attendance and academic standards. All students will be supported by full time Academy Advisors, community volunteers or mentors. Finally, the students are required to obtain letters of recommendation from parents; individuals in their communities and the school who will attest to the fact that the skills being taught within the Academy are being applied in their real world settings.

The instructional information for each member is bound in a “Bridges Curriculum” workbook that will be managed by the classroom teachers. The workbook requires that each member write his/her own “understanding” of each skill that is taught, followed by his testament as to how he/she has applied the skill in his daily life following direct instruction.

The students will be assessed informally each week, as they are required to summarize the skill that they have learned through a large group presentation. A formal individual assessment of each member will also conducted at the completion of each semester.

APPENDIX C

Student Discipline Rules and Procedures

1. Definition of Discipline

Discipline is the positive direction of behavior toward established standards of conduct, fully understood and based upon reason, judgment, and consideration of rights of others. Ideal discipline is self-directed and self-controlled. Schools, community, and parents share the responsibility for helping students develop self-discipline. When self-control falters and self-discipline fails, disciplinary forces from outside the individual must be imposed to protect the rights of others and to ensure uninterrupted instruction by teachers for students.

YMCA Youth Leadership Academy, Inc., as in the community at large, will establish rules and procedures to guide students through constructive growth and into mature adulthood. Parents, teachers, and others responsible for the welfare and education of these students cooperate to interpret and enforce these rules.

2. Behaviors Warranting Disciplinary Action

It is neither possible nor necessary to specify every type of improper behavior or every inappropriate circumstance that may subject a student to disciplinary action, including suspension and expulsion, under these rules and procedures. However, students engaging in the following behavior may be subject to discipline, up to and including suspension and expulsion. (This list is provided as a guideline. It is not an all-inclusive list of behaviors that may subject a student to disciplinary action.)

- Absenteeism (including cutting of class), unexcused or excessive;
- Alcoholic beverages, possession, delivery, use or being under the influence of;
- Arson or attempted arson;
- Assault or attempted assault;
- Beeper and/or other telecommunications devices, possession of, except as considered necessary by the Executive Principal;
- Cheating and/or plagiarism;
- Dangerous articles, firearms, knives, metal pipes, sharpened implements, clubs, look-alike weapons, ammunition, etc., possession of;
- Defacing or destruction of school property or property of another (includes writing on walls, etc.);
- Defiance or disrespect of a teacher or other staff member, manifest in words, gestures or other overt behavior;
- Detention, failure to report to;
- Detention, refusal of;
- Dice shooting (whether or not gambling);
- Disruption of class, study or instruction;
- Dress guidelines, violation of;

- Drugs and controlled substances, possession, use, distribution, or being under the influence of;
- Extortion or attempted extortion, harassment, or intimidation;
- Failure to follow directives of teacher or staff including, but not limited to failure to report to office as directed;
- Fighting;
- Fireworks, stink bombs, or other explosives, possession, distribution, use, or lighting of;
- Forgery of notes or passes, etc.;
- Gambling or present at scene of gambling;
- Inappropriate physical contact intended or likely to hurt, distract or annoy others such as pinching, grabbing, biting, kicking, hitting, pushing and shoving;
- Leaving class without teacher's permission;
- Leaving school ground without proper authorization;
- Loitering on school property, including halls and classrooms;
- Loitering in vehicles, in parking lots, or on streets adjacent to school grounds;
- Lying/falsehood;
- Misuse of school property or property of others;
- Molesting others;
- Obscene language or gestures, use of;
- Obscene writing, pictures or articles, or possession of;
- Participating in and/or instigating a riot;
- Presentation of forged notes or passes;
- Profane language, use of;
- Refusal to follow directions of teacher or other staff member;
- Refusal to identify self properly;
- Removal of food from cafeteria without permission;
- Rude behavior to others;
- Sexual harassment;
- Sleeping in class;
- Tardiness, unexcused or excessive;
- Tobacco products, possession or use of;
- Trespassing while suspended or expelled;
- Theft or attempted theft of school property or the property of others under the jurisdiction of the school;
- Threatening bodily harm or property damage;
- Threatening language or gestures, use of;
- Truancy from school;
- Unauthorized entry into restricted areas;
- Violence, acts of;
- Walkouts;
- Any violation of this code, policies of the Board of Directors, or local, state or federal law;
- Any other conduct considered by the Executive Principal to be disruptive, disrespectful or disobedient.

In cases involving the following types of behavior, discipline referrals must be made immediately to the Executive Principal:

- Fighting;
- Abusive language directed toward a teacher or another student;
- Student actions that disrupt the class to the extent that the teacher's authority is being challenged or the teacher is unable to teach effectively;
- Student actions which indicate the use of drugs, alcoholic beverages, or other behavior altering substances;
- Student actions that present a danger to the safety and well-being of themselves or others;
- Other criminal acts in violation of local, state, or federal laws.

The Executive Principal is expected to recommend expulsion and prosecution for the following first-time offenses occurring on school property, at school-sponsored activities, or for school-related reasons:

- Conduct by the student while at school or under the supervision of a school authority that endangers the property, health or safety of others, including, but not limited to: arson or attempted arson; assault and/or battery of another student; possession, distribution, manufacturing and/or sale of drugs and/or drug paraphernalia; threatening to harm the health or safety of a person or making a threat to damage property; possession, use, or sale of a firearm, as defined in 18 USC 921(a)(3), or dangerous weapon; possession, use, distribution, sale, lighting, or discharge of explosive devices; unlawful assembly and/or riot;
- Conduct while not at school or while not under the supervision of a school authority that endangers the property, health or safety of others at school or under the supervision of a school authority;
- Conduct that endangers the property, health or safety of any employee or member of the Board of Directors of the school;
- Knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
- Repeated refusal to obey the rules of the school.

3. Discipline Procedures

The community judges a school by the actions of its students in and out of school. At all times when students are under school jurisdiction, they are expected to conduct themselves in an orderly, courteous, dignified, and respectable manner. In an effort to maintain an orderly atmosphere in the school and on the school grounds, any teacher's authority extends to all students, whether or not the student is in that teacher's class.

4. Possible Disciplinary Actions

a. By Teachers.

A disruptive or unruly student is subject to disciplinary action by the teacher and/or Executive Principal. Action taken by teachers toward students who are disruptive or unruly may include but is not limited to:

- time out in the classroom or other secure, supervised area;
- a conference with the student;
- a reprimand;
- detention; and
- a conference with a parent/guardian.

b. By Executive Principal or Designee.

A discipline referral should be sent to the Executive Principal when the teacher feels that the student's improper behavior cannot be corrected through the teacher's classroom management practices. After consultation with the student and the teacher (if needed), the administrator will determine the course of action required to provide a safe, secure school. Action taken by an administrator toward students who are disruptive may include but is not limited to:

- a conference with the student and/or the parents;
- a reprimand;
- entering into a behavioral contract between student, parent, and administrator;
- detention;
- in-school suspension (ISS) (up to three days per occurrence)
- out-of-school suspension (OSS) (up to five days unless recommendation for expulsion sent to Board by Executive Principal, then up to fifteen days); and
- recommendation for expulsion.

For a student who has been suspended, either in school or out of school, for three (3) or more days, the Executive Principal will require the parent/guardian to meet with him/her to develop a corrective action plan which is signed by the parent/guardian, student, teacher, and Executive Principal.

5. Definitions

Out-of-school suspensions are classified as:

Short-Term: The Executive Principal can suspend a student for up to five school days.

Long-Term: A student can be suspended for up to fifteen school days if a recommendation for expulsion has been made by the Executive Principal to the Board.

Expulsion: A student can be expelled only by action by the Board of Directors based upon recommendation of the Executive Principal or his/her designee.

Expulsion from school excludes the student from regular school attendance until the period of expulsion is completed.

6. Notice of Suspension/Expulsion

a. Notification of Suspension.

Prior to any suspension, the student shall be advised of the reason for the proposed suspension.

A letter from the Executive Principal or his or her designee will be sent to the student's parent(s)/guardian when the student is assigned in-school suspension or out-of school suspension or is recommended for expulsion.

b. Notice of In-School Suspension.

The suspension notice for in-school suspension shall include at least the following information:

- Reason(s) for the suspension and date(s) of suspension are to be clearly stated;
- A parent is expected to participate in a conference with the Executive Principal in order for the student to be readmitted to the regular classroom;
- The student will not be allowed to participate in classroom and school activities during the suspension period; and
- Appeal procedures shall be clearly stated in detail.

If a student is assigned in-school suspension, a parent will be expected to enter an agreement with the Executive Principal that outlines the guidelines of the in-school suspension program.

c. Notice of Out-of-School Suspension.

- The suspension notice for out-of-school suspension (fewer than five days) shall include at least the following information:
- Reason(s) for the suspension and the date(s) of suspension are to be clearly stated;

- A parent must come to school for a conference with the Executive Principal in order for the student to be readmitted to school;
- The student will not be allowed to participate in classroom and school activities during the suspension period;
- The student is not to go on school property;
- Appeal procedures shall be clearly stated in detail.

d. Notice of Suspension and Potential Expulsion Recommendation.

The notice for a suspension for conduct that may lead to an expulsion recommendation shall include at least the following information:

First Notice

- The reason(s) for a suspension are to be clearly stated;
- A parent should be told that an investigation is being conducted by the administrators and what the most severe recommendation might be;
- A date and time for a conference is given when a parent, accompanied by the student, must come to school for a conference with the Executive Principal or designee to present and hear information;
- The student will not be allowed to participate in classroom and school activities during the suspension; and
- The student is not permitted on school property.

Following the conference, the Executive Principal will make a decision to move forward with a recommendation to the Board of Directors for expulsion and inform the parent(s) and student. If the Executive Principal moves forward with the recommendation, the Executive Principal will provide written notice of the recommendation to the parent/guardian and separately to the student at least five (5) calendar days prior to the date of the hearing. The notice to the parent(s) and student must include the following information:

e. Notice of Expulsion Recommendation.

- The specific grounds and the particulars of the student's alleged conduct upon which the expulsion proceeding is based;
- The time and place of the hearing;
- That the hearing may result in the student's expulsion;
- That the hearing shall be closed;
- That the student and, if the student is a minor, the student's parent or guardian, may be represented at the hearing by counsel at their own expense;
- That the Board of Directors shall keep written minutes, or at the Board of Directors' option, an audiotape of the hearing; and

- That if the Board orders the expulsion of the student, the Board secretary shall mail of copy of the order to the student and, if the student is a minor, to the student's parent or guardian;

7. Order of Expulsion.

If the Board orders the expulsion of the student:

- a. The Board should reduce its decision to writing in the form of a written order.
- b. If expulsion is ordered, the order must state the length of time that the student is to be expelled including the beginning and ending date.
- c. The order should state the specific findings of fact and conclusions in support of the decision.

The order should be sent to the student and, if the student is a minor, to the student's parent or guardian.

8. Students with Disabilities

Students with disabilities may be disciplined, in accordance with the state and federal law, for inappropriate behavior.

- a. School personnel may order a change in the placement of a child with a disability to an appropriate interim alternative educational setting, or suspend the child for not more than ten (10) days to the extent they could so with a child without disabilities. (Note: A suspension for more than five (5) days for a child with a disability is available only if the Executive Principal has recommended expulsion of the student to the Board.)
- b. School personnel may order a change in placement to an appropriate interim alternative educational setting for the same amount of time that a non-disabled child would be subject to discipline, but for not more than forty-five (45) days if the child:
 - i. carries a weapon to school or to a school sponsored function;
 - ii. knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance at school sponsored function. In such case, the district must develop or revise the child's functional behavioral assessment plan; or
 - iii. inflicts serious bodily injury while at school, on school premises or at a school function.

- c. If the discipline for the special education child involves a change of placement for more than ten (10) days, e.g. an expulsion or a series of removals that constitute a pattern, then the school must hold an IEP meeting to determine whether the behavior was a manifestation of the child's disability.
 - i. If the behavior was not a manifestation of the child's disability, the child may be subject to the same disciplinary actions as a nondisabled student, except the school must continue to provide an appropriate education to the child.
 - ii. If the behavior was related to the child's disability, the child may not be subject to disciplinary action for periods longer than ten (10) school days.
- d. A child who is not yet determined eligible for special education and related services may assert any of these protections in response to disciplinary actions if the school system had "knowledge" that the child was a child with a disability before the behavior incident. The school system is deemed to have knowledge if:
 - i. The parent of the child has expressed concern in writing to school personnel that the child is in need of special education or related services;
 - ii. Behavior or performance of the child demonstrates the need for such services;
 - iii. The parent of the child has requested an evaluation of the child for purposes of determining if the child is in need of special education or related services; or
 - iv. The teacher of the child, or other school personnel, expressed concern about the behavior or performance of the child to the director of special education or to other school personnel.
- e. If a parent requests an evaluation of a regular education child who is suspended or expelled, the evaluation must be expedited. Pending the results of the evaluation, the child shall remain in the educational placement determined by school authorities.

9. Appeal Procedures

a. In-school Disciplinary Actions

Should a parent disagree with disciplinary action of the school, the parent may appeal as follows:

Appeals should be made to the Executive Principal by arranging an appointment or by writing the Executive Principal.

If the parent is dissatisfied with the result of the appeal to the Executive Principal, the parent may appeal to the Principal. Appeals must be filed in writing, within three school days of receipt by the parent of the Executive Principal's notice of disciplinary action.

b. Out-of-School Suspension (five days or fewer)

Should the parent disagree with a suspension of five (5) consecutive days or fewer, the parent may appeal the decision of the Executive Principal as follows:

Appeal requests must be made in writing by the parent to the principal designee of the Board of Directors. Such written request must be filed with the Executive Principal within three school days of the notice of suspension, or the right to review and appeal is waived.

If the parent is dissatisfied with the designee's decision, he or she may appeal the decision to the Board of Directors by filing a written request of appeal within five school days or the right to further appeal is waived.

In cases of immediate appeal, if the Executive Principal determines that the student's presence at school does not create a continuing danger to persons or property or an ongoing threat of disruption, the student may be allowed to continue in school on a regular basis until the appeal is considered. A favorable decision will allow the student to continue in school, whereas a decision supporting the Executive Principal will require the student to serve the full suspension beginning the next school day after receiving notice of the decision. In situations where the student is excluded from classes during the appeal process and the appeal is ultimately favorable to the student, opportunity will be provided for the completion of make up assignments.

YMCA Youth Leadership Academy, Inc. will be a safe and secure school for teaching and learning and will incorporate suspension and expulsion statutes into the Code of Student conduct.

APPENDIX D

Part 4.D of the UW System Risk Management Manual on Vendor Certificates of Insurance is attached hereto.



RISK MANAGEMENT
POLICY AND PROCEDURE MANUAL

PART 4 Miscellaneous Liability Issues

Subject: Vendor Certificates of Insurance

1. Purpose:

When an institution contracts with a vendor for materials, equipment, supplies, or services, that vendor's activities and the goods provided create an inherent liability risk to the institution. The goal of this program is to protect the institution from loss or exposure to loss resulting from any negligence on the part of an under/uninsured vendor who furnishes services to the institution. By obtaining an appropriate certificate of insurance and maintaining a current certificate of insurance on file, for a high risk procurement, the institution has evidence that insurance has been obtained which transfers risks associated with the business relationship with the vendor from the institution to the insurer.

This document reinforces and adds to policy as established under State Procurement PRO-D-34. Due to the uniqueness of some services provided to the UW System, System Risk Management has added six additional high risk services to the ones listed in PRO-D-34. These high risk service vendors are **required** to meet the certificate requirements as specified in PRO-D-34 and in this document for the additional service vendors.

2. Definitions:

Certificate of Insurance: A document issued by an insurer which evidences that an insurance policy exists and provides information such as insurer, insurance agency, insured, types of insurance, policy numbers, effective dates, limits, certificate holder, cancellation procedure, special Provisions, e.g., additional insured, and the name of the representative authorizing the policy.

High Risk Services Procurement: Means a contract or procurement that significantly increases the possibility of loss or exposure to loss to the University System from a third party.

Additional Insured: Affords the Board of Regents coverage under the vendor's policy including defense should the Board be sued based on the actions of the vendor.

Minimum Limits: Minimum specified limits must be received unless prior approval is received by the Purchasing Director. These limits may be reached by combining a commercial general liability policy limit with an umbrella policy limit. For example, a vendor may have a general/automobile liability policy with a \$500,000 limit and a \$1,000,000 umbrella. This total meets a \$1,000,000 general/automobile/umbrella requirement.

3. Vendors Insurance Program:

The Standard Limits are the minimum acceptable for any vendor, but there are specific requirements for vendors of high risk services that supersede the Standard Limits. Please refer to PRO-D-34 and this document before specifying vendor coverage requirements. If commodity purchase requires installation of heavy equipment, contact Risk Management.

The following are criteria and a list of high risk services.

CRITERIA OF HIGH RISK SERVICES:

- Service presents a severe risk of injury or death to students, faculty, staff, and visitors.
- Service presents a severe risk of extensive property damage to institutionally or privately owned property.
- Service has a history of negligently causing injury or damage to property.
- Likelihood is great the service provider will have difficulty procuring and maintaining insurance because of the hazards of the work.

HIGH RISK SERVICES:

Air Charter

Ambulance Service

Asbestos Abatement Contractors

Building Remodeling and Construction

Custodial Services*

Day Care*

Elevator Maintenance

Manual Food Service*

Medical Services

Recreational Services/High Risk Entertainment-Speakers*

Refuse Transportation and Disposal

Security*

Transportation Services (of people)

Travel Services* (tours, agencies)

*** Denotes High Risk Service Vendors requirement unique to the UW System.**

HIGH RISK services, other than the above, are to be evaluated on a case-by-case basis.

The following pages delineate the requirements for each class of vendor and provide a list of vendor types for each class. Judgment must be used by the contract manager when dealing with vendors that are not specified on these pages.

Attention must be paid to the various outside contractors who service the institutions with respect to their insurance protection. Failure to monitor this exposure by the contract manager may result in substantial losses for the institution.

Certificates are required for all service vendors, however, high risk service vendors require receipt of the certificate and continued renewal of the certificate while the contract exists. Internal audit will periodically sample the service contracts to ensure compliance.

4. Cancellation:

If a certificate of insurance is not received prior to issuance of the Purchase Order or is incomplete, notice should be given to the vendor indicating the certificate must be received by the contract administrator, via certified mail within 15 days or the contract will be canceled. See sample letter shown in Appendix 1. Receipt of one certificate from the vendor is all that is necessary for that one year, if the institution has multiple contracts with the vendor. However, the vendor must send a renewal each year or cancellation should take place. Appendix 2 is a sample letter for noncompliance after the 15 day period.

5. Procedures:

Specific procedures for the evaluation of vendor certificates of insurance exist at each institution and at the System level. System Risk Management considers the Additional Insured Provision an important condition to be stated on the certificate, especially with regards to our high risk service vendors. The following requirements may be used by the institutions as minimal guidelines and additional guidance may be obtained from System Risk Management as necessary.

Categories for high risk services require a certificate of insurance be in the contract administrator's possession before the purchase order is issued.

Standard Limits (Non High Risk Service Vendors)

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	Statutory Limits
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	
The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.	

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Limits For High Risk Service Vendors

Air Charter

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Aircraft Liability	
Piston	\$5,000,000
Jet	\$25,000,000

D. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and aircraft liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Ambulance Service

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	\$2,000,000

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Asbestos Abatement

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Contractor's Pollution Liability Insurance (With one year extended reporting period.)	
Each Occurrence	\$1,000,000

Aggregate	\$2,000,000
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E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Building Remodeling and Construction

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. <i>If hazardous substance is involved:</i>	
Contractor's Pollution Liability	
(With one year extended reporting period.)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Custodial Services

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000

D. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Day Care

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Elevator Maintenance - This applies to all passenger and freight elevators.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Manual Food Service - All contracts

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$100,000
C. Liquor Liability (When applicable)	\$1,000,000
D. Automobile Liability Combined Single Limit	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Medical Services (including optical and laboratory) - This applies to all contracted medical services including, but not limited to, assisted physician services, laboratory equipment maintenance and patient testing.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance (malpractice)	\$2,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile and professional liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Recreational Services/High Risk Entertainment-Speakers - This applies to a broad range of contracted services including, but not limited to, golf course management, carnival activities, pyrotechnical displays, audience participation activities, third parties hosting camps and clinics at our institutions, controversial speakers, and the like.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$2,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Umbrella Liability	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Refuse Transportation and Disposal

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000

Each Occurrence	\$1,000,000
C. Automobile Liability	
Combined Single Limit	\$1,000,000
D. Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
E. Additional Insured Provision:	

The vendor shall add the, "The State of Wisconsin, its officers, employees, and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Security

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Transportation - *This applies primarily to the transport of people. If air transport see Air Charter.*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	
Wisconsin Combined Single Limit	\$2,000,000
Interstate Combined Single Limit	\$5,000,000

D. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and automobile liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Travel Services: *Tour Operators and Agencies - This applies to any organization that makes travel arrangements, including travel services, tour operators, etc., on our behalf.*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	**
(** not required but may be a consideration if bids are comparable and a bidder has the coverage.)	

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

6. Special Terms and Conditions

* On notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best Rating of A-, is licensed to do business in the State of Wisconsin, and signed by an authorized agent.

* All policies of insurance shall contain a covenant requiring sixty (60) days written notice by the insurer and sent certified mail to the contract administrator at the specific institution, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

* In the event of non-renewal, cancellation, or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may be cause for contract termination.

* In the event that the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

* The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by or result from the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

APPENDIX E

Statement of Anticipated Performance Measures and Required Reports

Date Due	Requirement Item
07/01	Annual School Accountability Progress Report
07/01	Annual School Calendar
07/01	Initial Building Title/Lease <i>(Provide again if changes are made)</i>
07/01	Insurance Coverage Summary/Certificate Coverage Period:
07/01	Internal Revenue Code 501(c)(3) <i>(Provide again if changes are made)</i> , and Non-Stock Corporation Organization Bylaws <i>(Provide again if changes are made)</i>
07/01	Vendor Subcontracts over \$5,000 <i>(Provide again if changes are made)</i>
07/01	PI-3200 Special Education Plan: Part I – Assurances, Part II – Narrative Part III – Certification & Entitlement
07/01	PI-9550 ESEA Consolidated <u>Application</u> : Title I, Title II, Title III, Title IV, Title V Federal Funds
08/01	Strategic Plan Initial: <i>(Provide updates whenever plan is modified)</i>
08/01	Annual School Accountability Plan
09/30	Annual Financial Audit
10/01	Staff Background Check Letter
10/01	PI-1567-A, Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students and FTE, Enrollment ___, FTE ___
10/31	School Performance Report
11/11	First Quarter Administrative Fee Payment
12/16	PI-1202 Fall Staff Report – Note: Due date changed as DPI completion dates are 11/11 – 12/15
12/31	Second Quarter Administrative Fee Payment
12/31	PI-2197-A Federal Collection: Special Education Child Count
02/01	PI-1567-B Second Friday January Pupil Count Report
03/31	PI-1215 Course Offerings (High Schools Only)
04/01	Next School Year Calendar
04/15	Third Quarter Administrative Fee Payment
04/15	WKCE Test Results: Data, ID Code and ID Code Verification
06/01	Projected Budget for Coming Year

06/01	Initial Building Occupancy <i>(Provide update if modified)</i>
06/15	Fourth Quarter Administrative Fee Payment
06/30	Current Board Membership Listing; Board Minutes <i>within 45 days of publishing</i>

YOUNG LEADERS ACADEMY

EVALUATION REPORT

PREPARED BY

**THE OFFICE OF CHARTER SCHOOLS
UNIVERSITY OF WISCONSIN-MILWAUKEE**

2005

University of Wisconsin-Milwaukee Office of Charter Schools

Charter School Evaluation Committee Members

Dr. Elizabeth Drame
Dr. William Kritek
Dr. Gail Schneider
Dr. Leticia Smith
Ms. Jean Tyler

Office of Charter Schools Staff Members

Dr. Robert Kattman
Dr. Cindy M. Walker
Ms. Susan Poole
Ms. Diana Borders

EVALUATION RESPONSIBILITY

The University of Wisconsin-Milwaukee (UWM) is authorized by Wis. Stat. 118.40 to charter K-12 schools within the city of Milwaukee. UWM is committed to chartering only those schools that have the potential to make a significant difference in the educational lives of urban students. To this end, the Office of Charter Schools (Office) has developed rigorous requirements that schools must meet in order to obtain and maintain a charter.

An initial charter is granted for a five year period during which the school must demonstrate progress toward stated goals. The renewal process begins, in actuality, with the initiation of the charter. Rather than a snapshot view, the renewal process is based on the evaluation of continuous school improvement efforts. The decision to renew or non-renew a charter occurs in the fourth year of operation but is based on cumulative results. Based upon the evaluation results, the Office may recommend that the charter be: (1) extended for a period one to five years, (2) allowed to lapse, or (3) non-renewed.

The Charter School Evaluation Committee (CSEC) has been established to assist the Office in the determination of charter renewal. Renewal of a charter is based on evidence of meaningful progress on key measures of performance stated as follows:

- The academic success (improvement) of students,
- The school's faithfulness to its charter as defined by the contract and strategic plan,
- The ability of leaders to communicate and transmit the mission and vision of the school,
- The extent of parent and student satisfaction,
- The extent of staff satisfaction with leadership, professional, growth, and working conditions,
- The organizational viability of the charter school,
- The fiscal stability of the charter school, and
- The school's record of legal compliance.

The evaluation and renewal process will include the following:

- Review of records by the CSEC,
- On-site inspection/verification by the CSEC,
- Recommendation by the CSEC,
- Review of the recommendation by the Charter School Advisory Committee (CSAC),
- Approval of the Dean of the School of Education,
- Approval of the Chancellor, and
- Approval of the University of Wisconsin Board of Regents.

EVALUATION FRAMEWORK

For a charter school to be successful, the school, as an organization, must develop a systems perspective that aligns, connects, and reinforces efforts of continuous improvement. The school must develop the capacity to use data in a meaningful manner to evaluate improvement efforts. Most importantly, the school must produce results.

The Criteria for Educational Excellence of the Baldrige National Quality Program (Criteria) provide a framework for the charter school improvement efforts and for the Office to evaluate organizational performance. Evaluation of improvement for identified goals looks at the approach, the deployment of improvement efforts, and the results of these efforts. Approach and deployment are evaluated in regard to the extent to which operations and improvement efforts of the organization are systematic, fact based, and integrated with identified needs. The results are evaluated in regard to the extent to which the organization meets the needs of students and stakeholders and the level of performance as measured against identified benchmarks, and improvement trends.

A generalized rubric combining the three areas is provided as follows:

- No systematic approach evident; no data available; and poor or unpredictable results.
- Problem or prevention-based systematic approach; minimum data on improvement efforts available; and stable but not improving results.
- Systematic process-based approach, early stages of systematic improvements; data available on identified improvement efforts; and existence of improvement trends.
- Improvement process in use, data available for overall school performance; and sustained improvement of key indicators evident.
- Strongly integrated improvement process; comprehensive data available; and best-in class results demonstrated.

SCHOOL BACKGROUND

The YMCA Youth Leadership Academy, Inc. (YMCA) was granted a charter to operate The Young Leaders Academy (YLA) in August of 2001. Following the approval of the charter a school building was constructed at 1350 W. North Avenue and a leadership team hired to create the school organization, develop the curriculum, hire faculty and staff, and recruit students. YLA opened its doors in September of 2002 with 506 students.

The YLA mission is "to develop life-long learners who are prepared to contribute purposefully to society by fostering students' development as independent thinkers, teaching students to solve problems both individually and collaboratively using teamwork and critical thinking skills, facilitating each student's learning style, involving parents in their children's education, and offering support systems to facilitate learning." The YLA vision is to "become an effective community resource that will be a model school in Milwaukee for meeting the educational needs of kindergarten through 8th grade students with an innovative curriculum, strong community and parental involvement, and intensive teacher training." The YLA holds a number of core values and principles which frame and inform the day-to-day operation of the school. "The program is based on the fundamental belief that every child has a birthright to a first-class education, which adds meaning, dignity and a sense of community. That birthright is delivered by combining the beneficial rigors of a classical education with the latest in technology and the best teaching and learning practices worldwide." The school facilitates the learning process within an environment that encourages the development of a positive value system. The school nurtures the children in the development of leadership, life and social skills, preparing them to become informed responsible and productive world citizens. The YLA focus is on leadership development, high academic standards with no social promotion, student discipline, responsibility, respect for others, community involvement, multicultural learning, and extensive access to multimedia computer technology.

The YLA is governed by a twelve member School Board (Board) composed of representatives from the YMCA, prominent local business people, and university educators. The Board is led by Chairman Chuck Rhodes. During the development stage, the YMCA raised funds to build a YMCA Community Center to house an athletic facility complete with an African welt theme swimming pool, day care facility, and the Young Leaders Academy. The Board has established partnerships with several organizations to provide additional programming and assistance to students. The partnerships are as follows:

- Harley-Davison Corporation – "Harley Readers"
- HOSTS Program – Nationally recognized one-on-one reading enrichment program
- MPS Recreation Department – Competitive sports
- New Concept Development Organization – Social services
- Northwestern Mutual Company – Computer donations to YLA students and families
- University of Wisconsin-Whitewater – Field placement students
- YMCA of Metro Milwaukee – Swim classes, youth sports, student memberships

The YLA provides an extended day, year-around academic program. The school year is divided into trimesters with 169 days of actual instruction (not including conference days and other non-teaching student contact days). The student day is 7.5 hours long. This combines for a total of 1,267.5 annual instructional hours. Four year old kindergarten students attend a half day program. The five year old kindergarten provides a full day of instruction.

YLA is organized into a lower school (Grades K-3) and an upper school (Grades 4-8). The program emphasizes small classes, one-on-one tutoring and the integration of technology into learning activities. Students are grouped based on academic and leadership ability. A gifted and talented program is provided for students in grades three through five. Special education programming is provided according to legal requirements and the needs of students.

YLA's curriculum emphasizes leadership and social skills development through the "Leaders Come Alive Curriculum" which is based on two key beliefs about the power of learning and knowledge. The first belief states that human knowledge is most powerful when it is interdisciplinary. The second belief states that knowledge is essential to the vision of the Young Leaders Academy. Through effort and discipline students become members of the "Young Leaders Society." The status of a student within the "Society" is shown through the awarding of ties of various designs. Top student leaders become members of the "Trailblazer Society" which provides special recognition for their accomplishments. A quarterly honor roll recognizes students with grades "B" and above. The "Academic Calvary Club" recognizes students who score in the top ten and twenty percent nationally on designated tests. An extensive program of rewards and consequences emphasizes leadership, responsibility, and achievement. Auctions of items donated to the school are held twice a year to reward students for appropriate behavior and academic accomplishments. A student government program provides opportunities for students to become leaders and to provide input into the operation of the YLA.

The instructional program focuses on strong basic skills in the R's: Reading, wRiting, aRithmetic, Reasoning and Research. Direct instruction and reciprocal teaching are used to ensure skill development and understanding. Reading is taught through content-rich classic and multicultural literature in conjunction with explicit phonics instruction. Math follows the Saxon Mathematics series. The integrated social studies/humanities program, includes social science, literature, philosophy, drama, music, art, science, history, geography, and character development through the hands-on study of world culture. Spanish instruction is provided to all students beginning in kindergarten. Five laptop computers are provided for each classroom. A technology lab is provided to assist instruction in reading, language arts, and mathematics.

An extensive at-risk program provides after school and summer tutorial programs for teacher identified students. Evening and weekend sessions are offered for parents to provide them with a working knowledge of the school's educational program. The Parent Leadership Organization (PLO) provides a support network for parents. School-wide

"performance evenings" provide eight opportunities for parents to see their children in action.

CRITERIA FOR EDUCATIONAL EXCELLENCE

Leadership

YLA is led by Mr. Ronn Johnson, a dedicated administrator. He has served the YLA since the charter was granted by UWM and is the principal architect of the school program. The mission and vision of YLA is strongly communicated by leaders, faculty and students, throughout the school. Leadership, positive behavior, and academic success are consistently promoted through instructional and non-instructional activities.

The governance of YLA is dominated by YMCA membership. The YMCA provides both service and logistic support to the school. This is to be expected given the fact that the school is located within a YMCA service complex. A great deal of responsibility is delegated to the principal. The Board does provide proper oversight. Audits performed on the schools accounting practices and results indicate sound practices and a high level of fiscal accountability. The CSEC recommends that the Board closely examine the possibility of placing parent representatives on the Board.

The progress of student achievement is monitored through analyzing data from the Terra Nova Test published by CTB McGraw-Hill (Terra Nova), the Wisconsin Knowledge and Concepts Exam (WKCE), and school-wide performance assessments. Leaders and teachers review the data to determine strengths and weaknesses in curriculum and instruction. Continuous improvement efforts are determined based on the outcomes and trends on student performance. Teacher compensation is, in part, dependent on student test results.

The culture at YLA is very positive, vibrant, and orderly for students, staff, and parents. Expectations are high and faculty and staff are held accountable to ensure student success. Staff members and students alike have the ability to present suggestions on school improvement in areas such as, but not limited to curriculum, school culture, policy and procedure, staff and student needs. High academic expectations are coupled with leadership training to produce students who will have the skills to positively contribute to society.

YLA sees improvement of the organizational structure and faculty and staff accountability as two opportunities for improvement within the area of leadership. The CSEC agrees with the above needs. At times it has not been clear who is responsible for specific actions. As a result some reports have been filed with the Department of Public Instruction and the OCS well past specified due dates. YLA leaders have tied student performance on standardized test directly with faculty compensation. The statistics

underlying this plan are often too simplistic to provide appropriate guidance. The concept must be given careful consideration before future application.

The leadership of YLA has established clear values, directions, and performance expectations for students, faculty, and staff. The values, directions, and expectations are connected to all school processes. Communication between and among all elements of the school community is evident. Within the established values, faculty and staff members are empowered to innovate and to address new and continuing needs. Professional growth is strongly promoted and supported. Processes are in place through internal and external audits to ensure fiscal accountability.

The use of data and other performance indicators to measure, review, and analyze school performance is emerging. At times data is collected without proper planning for its use. This leads to an overload of data without a clear path toward continuous improvement. YLA leaders should develop a well thought out data collection plan which meets the specific data needs of the established annual goals. Finally, while school leadership is consistently introspective, there is no process in place to use school performance data to improve personal leadership.

Strategic Planning

The YLA Board has identified strategic goals to address seven major areas for continual improvement and has specified potential action steps. No timetable has also been established for the accomplishment of these goals. The goals are as follows.

Strategic Goal #1: Obtain higher standardized test scores.

Strategic Goal #2: Improve the quality of performance based assessments.

Strategic Goal #3: Improve student attendance.

Strategic Goal #4: Increase the percentage of students attending YLA that adequately complete eighth grade.

Strategic Goal #5: Improve teacher training.

Strategic Goal # 6: Enhance motivation, satisfaction, and morale among students, teachers, parents, and community members.

Strategic Goal #7: Provide extensive access to multi-media computer technology as an authentic learning tool.

Each strategic goal and action statement has been tracked on an annual basis.

Annually, specific improvement goals are developed to address the strategic goals. For the 2004-05 school year the annual goals were as follows.

1. Increase student achievement in reading, math, language arts, and science for all students.
2. Improve academic achievement and teacher effectiveness through the use of technology.
3. Implement and improve upon the use of school-wide procedures for teaching student organizational skills and tracking and communicating academic progress to parents.
4. Improve the leadership development of each student by offering more opportunities for students to serve in leadership roles and exposing students to real-life leaders through the Leaders Come Alive.
5. Improve school leadership/supervision systems and practices for greater effectiveness and efficiency.
6. Align operational planning with strategic planning and improvement processes.
7. Increase faculty and staff effectiveness and accountability.
8. Expand academic support and co-curricular programming.

Each of the annual goals is accompanied by appropriate data analysis, a clear approach statement, and specific deployment plans.

The strategic planning process should become more systematic with annual updates as part of standard operating procedure. The planning process should be better aligned with the Criteria for Performance Excellence of the Baldrige National Quality Program. An annual needs assessment should be conducted against the Criteria. Parents, students, faculty, and staff should regularly be included in the process.

Student, Stakeholder, and Market Focus

The YLA has created an excellent learning environment where students are safe and academic endeavors are viewed positively. Students are held accountable for behavior and academic success. High expectations are promoted throughout the school.

Students, parents and staff members are surveyed annually to seek input in all areas of school operations. The results of each survey are calculated and disseminated with the appropriate group. Information from the data is used to some extent to improve school systems and student and parent relations with the school staff. This being said, the YLA indicates that the present satisfaction surveys are inadequate and should be improved. It is important that data received through satisfaction surveys are factored into the strategic planning process and into annual school improvement activities.

The YLA has a defined process for assisting eighth grade students with the selection of high school placements. Classroom teachers provide information to students and parents regarding placement. Parents and students are informed about various public and private

high school orientation programs. Students are challenged to apply to as many high schools as possible. Students are able to state which high schools they would like to attend. Their plans included attendance at local suburban schools and elite private schools. Student, however, do not show an understanding of how difficult it is to be admitted to these schools. Suburban schools, for example, are only accessible through open enrollment or the Chapter 220 program, which often accept only kindergarten students.

The OCS Evaluation Committee recommends that (1) teachers make certain that students understand the difficulties of getting into certain schools, and (2) a process be established to receive input from alumni within the first and second year after they graduate from the YLA.

Measurement, Analysis, and Knowledge Management

YLA has developed a defined process for the collection and analysis of data useful for tracking and improving school and student performance. Information from the analysis is used to identify areas of greatest need and to develop accountability goals. Action plans provide the opportunity to maintain focus on achieving goals. Data for accountability goals is collected for several stakeholders, WI Department of Public Instruction, OCS, Title I, YLA Board, parents, and staff members. Data is collected on an on-going basis through the collection of student performance and feedback from parent, student and staff surveys.

Student performance data are collected annually from WCKE and TerraNova. The TerraNova is administered annually as both a pre- and post-test. A comprehensive analysis of the results and student proficiency percentages is conducted for each area assessed.

Data collection and analysis processes are emerging as an important methodology to ensure student achievement. These processes need to be refined and built upon to provide information that is most helpful to students and teachers. The first step in creating a powerful data analysis process is to identify specifically what data will be collected, the purpose of the collection, and how the data will be factored into improvement efforts. Processes should be put in place to analyze the data through cross-functional teams so that all aspects can be considered. The data collection plan should be evaluated annually to make certain that all meaningful information is obtained and extraneous data eliminated.

Faculty and Staff Focus

The faculty and staff members of YLA are involved in and informed about the school's continuous improvement efforts. Staff members are instrumental in identifying areas in

need of improvement, planning of goals, and the activities to meet the goals. The YLA has an extensive, well-defined process to review student progress on a regular basis. Teacher track all assessments and inform students and parents on a regular basis through student folders and assignment folders.

Staff training is aligned with the need to meet school and student performance goals. Teachers receive five to ten days of staff development prior to the beginning of each school year and on the average one to two days per month through out the school year. Teachers are trained in the school's leadership curriculum and receive updated training in reading, language arts, and technology on an on-going basis.

YLA is interested in measuring the effectiveness of individual teachers based on the average yearly growth of students in their classroom. This action should be approached with caution. Determining the basis for student growth is a complex process and many factors must be taken into consideration. Measurement must occur only in the areas in which teachers have control over the results. Finally, there have been some on-going concerns with faculty licensing, especially in the areas of art, music, and physical education. A process should be developed to determine each new hire's likelihood of obtaining Wisconsin license within one year of hire. Only those who can at least qualify for an emergency license should be hired.

Process Management

The principal has increasingly delegated more of the operation of the YLA to other administrators over the three years of the school's operation. Much of what happens at YLA is, however, under his direction. As the school matures, it is important that processes be formally documented so that the school is not dependant on a single individual. Such formal process statements can also be of great value if the school decides to create a second campus. Action in this area should be initiated by determining the: (1) school's key processes, (2) requirements of each process, (3) methodology required to design key processes to meet requirements, (4) key measures of performance, and (5) methodology required to improve processes to maximize student success. Process management, documentation, and improvement must be considered in all improvement planning. Formal processes for assessing and in predicting the impact of instructional strategies on individual student achievement should be developed.

STUDENT DEMOGRAPHICS

Table 1: Student Enrollment by Year (DPI Third Friday September Count)

2002-03	2003-04	2004-05
506	493	486

Table 2: 2004-05 Student Enrollment by Grade (DPI Third Friday September Count)

Grade	K4	K5	1	2	3	4	5	6	7	9	Total
#	30	41	50	46	54	56	54	51	53	51	486

School enrollment has declined slightly each of the three years of operation. This reflects greater consistency in the number of students accepted at each grade level and should be viewed positively. Increased efforts should be made to enroll more four year old kindergarten students to further increase consistency and provide these students with a necessary early start to their academic life.

Table 3: Student Enrollment by Ethnic and Gender Designations (DPI Third Friday September Count)

Grade	K4		K5		1 st		2 nd		3 rd		4 th		5 th		6 th		7 th		8 th	
Ethnicity	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Asian	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Black	18	12	20	18	29	17	30	12	31	20	28	24	27	24	30	17	26	26	31	17
Hispanic	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Indian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1

Table 4: Student Enrollment by Zip Code (DPI Third Friday September Count)

Zip Code	53205	53206	53208	53209	53210	53212	53216	53218	53224	53225	Other
#	54	54	48	78	55	35	57	73	19	15	0

Students come from ten zip code areas of the city. The city-wide emphasis should continue.

Table 5: Special Education Enrollment* (DPI-P12197 Special Education Count Report)

Year	AUT	CD	DB	EBD	HI	ORI	OHI	SDD	SLD	SLI	TBI	VI	TOTAL
02-03	0	0	0	0	0	0	0	0	0	0	0	0	0
03-04	0	2	0	2	1	0	17	0	5	11	0	0	38
04-05	0	2	0	2	1	0	22	0	6	15	0	0	48

* Duplicated Count

AUT – Autism	CD – Cognitively Disabled	DB – Deaf or Blind
EBD – Emotionally Behavioral Disability	HI – Hearing Impaired	ORI – Orthopedically Impaired
OHI – Other Health Impaired	SDD – Significantly Developmental Delay	SLD – Specific Learning Disabilities
SLI – Speech or Language Impaired	TBI – Traumatic Brain Injury	VI – Visually Impaired

Special education enrollment continues to increase. This will require greater emphasis in this area and in all likelihood additional staffing. The process for addressing special education needs must be better defined and the role of various school personnel defined.

Table 6: Percentage Average Daily Attendance (Derived from DPI ADA DATA)

Year	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
02-03	--	0	97%	97%	96%	97%	95%	96%	97%	95%	96%	96%	97%
03-04	--	99%	99%	98%	98%	97%	97%	97%	98%	99%	98%	98%	98%
04-05	--	96%	96%	99%	94%	97%	98%	97%	97%	98%	96%	92%	96%

Note: Total ADA is not an average of monthly ADA. It must be calculated separately.

Attendance is excellent and rivals attendance in many of the affluent suburbs.

Table 7: Student Mobility (September Third Friday Year-To-Year Comparison)

CE – Continued Enrollment TE – Terminated Enrollment G – Graduated

New Enrollees*		2003-2004		2004-2005	
Year	#	CE	TE/G	CE	TE/G
2002-03	506	459	41/54	439	68/59
2003-04	34			29	3/2
2004-05	47				

* New enrollees are students who enrolled after the previous year September count and are present for the September count for the designated year.

Table 8: Number and Percentage of Students Qualifying for Free and/or Reduced Lunch

Year	# Students	# F Lunch	% F Lunch	#R Lunch	% R Lunch	# Total	% Total
02-03	506	266	53%	48	10%	314	62%
03-04	493	255	52%	50	10%	305	62%
04-05	486	356	73%	66	14%	422	87%

The YLA should investigate the reason for the increase in the number of students qualifying for free and reduced lunch in 2004-05. Is this a trend or a one year occurrence?

Table 9: Student Participation in School Sponsored Activities

Activity	SM	LCA	SPT	CH	TB	DOD	YLA-T	SK
02-03	92	468	164	164	0	0	128	211
03-04	112	487	176	176	78	31	96	387
04-05	137	492	235	115	103	45	71	468

SM - Society Members (Leaders Club) TB - Trailblazers (Distinguished Leaders)
 LCA - Leaders Come Alive Program DOD - Discovering Our Destiny (Girls Leaders Club)
 SPT - Sports Programming YLA-T - Traditional Boys Leadership Club
 CH - Choir/s SK - Strong Kids Annual Campaign
 SC - Student Council

Table 10: Student discipline by infraction

Infraction	01	02	03	04	05	06	07	08	09	10	11	12	Total
02-03	73	25	20	41	4	0	4	10	0	0	84	0	261
03-04	216	105	46	44	3	0	9	13	0	0	135	0	571
04-05	142	57	30	31	5	0	1	7	0	0	125	0	398

01 Disruptive	05 Student Assault	09 Sexual Assault
02 Fighting	06 Staff Assault	10 Weapons
03 Disrespect	07 Harsh Teasing	11 Insubordinate
04 Other	08 Obscenity	12 Ethnic Slur

Note: Referrals were not written for students in 2002-2003 until February 2003 in an effort to abide by a "No Suspension, No Referral" policy.

YLA can be very pleased with the drop in student discipline incidents from 2003-04 to 2004-05. The reason for the drop should be carefully researched and documented.

Table 11: Percentage of Students Identified as Being Habitually Truant (State Legal Definition)

Year/Grade	K4	K5	1	2	3	4	5	6	7	8	Average
2002/03	9	23	26	12	18	15	8	24	5	7	14.7
2003/04	3	8	8	4	3	2	1	1	2	0	2.4
2004/05	6	8	8	3	2	1	2	4	0	0	3.7

The decrease in the number of students deemed to be habitually truant from year one to years two and three is important. Again, reasons for the decrease should be carefully researched and documented.

Table 12: Number of Students Suspended Out of School

Grade	K4	K5	1	2	3	4	5	6	7	8	Total
02-03	0	0	4	2	7	4	7	2	9	5	40
03-04	0	0	3	4	4	4	4	3	4	2	28
04-05	2	0	0	0	0	0	1	9	2	0	14

As with the other discipline related data, the decrease in suspension speaks well to the culture being created at YLA. As with the other factors, the decrease should be carefully researched and documented.

Table 13: Number of Students Expelled

Grade	K4	K5	1	2	3	4	5	6	7	8	Average
02-03	0	0	0	0	0	0	0	0	0	0	0
03-04	0	0	0	0	0	0	0	0	0	0	0
04-05	0	0	0	0	0	0	1	2	1	0	0.40

FACULTY AND STAFF DEMOGRAPHICS

Faculty members are those school employees holding a license from the Wisconsin Department of Public Instruction. Staff members are those school employees who are not required to hold a license.

Table 14: Number of Faculty Members by Position (Including Administrators)

Position	ED	AP	DN	RS	CR	ADM	SE	AR	MU	PE	LB	PP	ADMS	DIR
04-05	1	0	2	1	16	3	1	0	2	1	0	13	3	1

FTE – Full Time Equivalents Includes Administrators

ED – Executive Director	CR – Regular Education	MU – Music	DIR – Administrative Director
AP – Assistant Principal	SE – Special Education	PE – Physical Education	DN – Dean of Academic and Dean of Students
AR – Art	LB – Librarian	RS – Resource Teacher	CR/ADM – Master Teachers/Administrators
PP – Paraprofessional	ADM – Administrative Staff	PDIR – Program Director	

Table 15: Faculty and Staff Employment by Gender and Ethnic Designation

Ethnicity	M	F
Asian	0	1
Black	4	14
Hispanic	0	0
Native American	0	0
White	0	1
Other	1	0

Table 16: Average Daily Attendance of Faculty (%-age) - Certified Employees

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
02-03	--	99%	96%	91%	94%	89%	98%	100%	97%	92%	96%	90%	94.7%
03-04	--	97%	91%	97%	94%	91%	99%	98%	100%	89%	95%	94%	95%
04-05	--	91%	92%	90%	94%	98%	97%	86%	92%	87%	91%	88%	91%

Note: Total ADA is not an average of monthly ADA. It must be calculated separately.

Average daily attendance by the faculty is good. The reason that the faculty attendance rate is lower than the student attendance rate may be the result of how it is calculated. If not, efforts should be taken to bring the attendance up to the level of student attendance. Definite efforts should be undertaken to improve the attendance of staff members.

Table 17: Average Daily Attendance of Staff (%-age) - Non-Certified Employees

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
02-03	--	95%	88%	86%	91%	88%	91%	92%	87%	92%	78%	89%	88%
03-04	--	100%	92%	98%	87%	91%	86%	92%	91%	78%	81%	90%	87%
04-05	--	96%	88%	91%	86%	94%	91%	85%	71%	86%	92%	96%	88%

Note: Total ADA is not an average of monthly ADA. It must be calculated separately.

Table 18: Faculty Mobility (September third Friday Year-To-Year Comparison)

New Hires*		2003-2004			2004-2005		
Year	#	C	R	D	C	R	D
2002-03	25	19	5	2	14	1	4
2003-04	6				2	4	0
2004-05	7						

C - Continued R - Resigned D - Dismissed

* New hires are faculty members who were hired after the previous year September count and are present for the September count for the designated year.

Table 19: Staff Mobility (September third Friday Year-To-Year Comparison)

New Hires*		2003-2004			2004-2005		
Year	#	C	R	D	C	R	D
2002-03	15	14	0	1	11	3	0
2003-04	6				2	3	1
2004-05	7						

C - Continued R - Resigned D - Dismissed

* New hires are staff members who were hired after the previous year September count and are present for the September count for the designated year.

Table 20: Classroom Pupil/Teacher Ratios*

Grade	K4	K5	1	2	3	4	5	6	7	8	Total
02-03	13	11.25	13.75	11.75	19	18	18.3	16	17	23	12.3
03-04	0	13.5	13.25	13	16.6	16.6	17.6	19	15	17.6	15.46
04-05	15.5	12.5	13	13	16.5	17.4	16.5	16.6	17.3	16.3	15.30

*Number of pupils in grade divided by the FTE of regular education teachers and teacher assistants assigned to the grade.

FINANCIAL RESULTS

Table 21: Revenue Per Pupil

Year	State/Pupil	Special Ed.	Title 1	Other Federal	Grants	Other	Total
2002-03	3,427,080	30,446	-----	307,586	674,581	32,556	4,472,231
2003-04	3,399,301	41,246	337,177	211,809	449,381	55,506	4,494,420
2004-05	3,541,807	77,917	301,930	403,081	195,452	36,151	4,556,336

Table 22: Expenditures Per Pupil

Year	Instruction	Pupil Service	Inst. Support	Administration	Facilities	Debt Service	Other	Total
------	-------------	---------------	---------------	----------------	------------	--------------	-------	-------

2002-03	1,586,411	42,655	158,979	431,266	705,104	0	1,501,120	4,425,536	
2003-04	1,671,005	113,700	275,508	474,772	735,756	0	1,250,058	4,520,799	
2004-05	1,563,980	113,936	339,668	490,203	767,366	0	1,274,711	4,549,864	

SATISFACTION

Student Satisfaction

At the beginning of the school year, a 38-question, Likert-scale survey was administered to the majority of YLA students. The purpose of the survey was to determine student perceptions of and attitudes about the school's academic and social climate. Only 28 surveys were returned. As a result, no statistically relevant information could be drawn from the significantly small number of surveys completed. The challenge for the upcoming school year is to field a survey ensures completion by increased numbers of students. Possible improvements may include:

- Computerized surveys that can be completed and analyzed online
- Increased monitoring by faculty and staff to ensure completion
- Staggered schedules for administering surveys at different times for different groups of students, for example, primary grades will be surveyed first, then several weeks later, intermediate grades and finally, middle school surveys will be completed several weeks later

Faculty and Staff Satisfaction

Faculty and staff satisfaction surveys were not administered during the 2004-05 school year.

YLA PARENT SURVEY RESULTS

During the 2004-05 school year, the Support Services Department fielded a fifteen-question multiple-choice survey to all Academy families. The goal of the survey was to get a general picture about parental satisfaction with various aspects of the Academy.

Respondents could answer the survey questions in one of three ways:

- Yes or very much
- No or somewhat
- Not at all

The percentage of responses for each question was calculated from the families who returned the survey.

Table 23: Parent Survey Results

1. Have you been involved in any activities in your child's classroom?

73%	Yes Very Much
27%	Sometimes
0%	Not at all

2. Have you attended any monthly parent meetings or meet with your child's teacher?

54%	Yes Very Often
46%	Sometimes
0%	Not at all

3. Do you belong to an Academy committee or group?

53%	Yes Very Much
42%	Somewhat
5%	Not at all

Table 1: Parent Survey Results (continued)

4. How often do you review your child's assignment sheet and Tuesday Tattlers?

89%	Yes Very Much
11%	Sometimes
0%	Not at all

5. How helpful do you feel The Academy's Week in Preview newsletter is?

59%	Yes Very Much
41%	Average
0%	Not at all

6. How satisfied are you with the Academy's Reading program?

48%	Yes Very Much
32%	Satisfied
20%	Not at all

7. How satisfied are you with The Academy's math program?

56%	Yes Very Much
34%	Satisfied
10%	Not at all

8. How satisfied are you with The Academy's Science program?

41%	Yes Very Much
41%	Satisfied
17%	Not at all

9. How satisfied are you with The Academy's discipline structure?

61%	Yes Very Much
20%	Satisfied
19%	Not at all

10. How satisfied are you with The Academy's Administrative Team?

45%	Yes Very Much
41%	Satisfied
14%	Not at all

11. How satisfied are you with The Academy's special education program?

41%	Yes Very Much
52%	Satisfied
7%	Not at all

12. How satisfied are you with The Academy's teaching staff?

62%	Yes Very Much
28%	Satisfied
10%	Not at all

13. How satisfied are you with your child(ren)'s academic progress?

59%	Yes Very Much
26%	Satisfied
15%	Not at all

14. How familiar are you with the Leaders Come Alive curriculum?

35%	Yes Very Much
52%	Somewhat
13%	Not at all

15. Please rate your overall satisfaction with YLA.

46%	Yes Very Much
46%	Satisfied
8%	Not at all

The results from parents surveys are positive. It is noted, however, that a significant number of parents expressed dissatisfaction with elements of the school curriculum and discipline program. These concerns should be followed up and specific steps taken to address the concerns. The lack of results from faculty, staff, and students is troubling. Action must be taken to improve survey processes so that meaningful results can be obtained on an annual basis and these results factored into improvement efforts.

CONTRACT COMPLIANCE

Table 24: Contract Compliance Record

Date Due	Requirement	Date Submitted
07/01/04	Annual School Accountability Progress Report	08/01/04
07/01/04	Annual School Calendar	07/01/04
07/01/04	Initial Building Title or Lease <i>(Provide again if changes are made)</i>	01/21/04
07/01/04	Insurance Coverage Summary (Gendelman Co., 8/1/04 to 8/1/05)	09/24/04
07/01/04	Non-Stock Corporation Documentation (dated 2/17/1997) <i>(Provide again if changes are made)</i>	08/01/02
07/01/04	Vendor Subcontracts <i>(Provide again if changes are made)</i> - Central City Cyber Speech Pathologist 9/2004 to 6/2005 Bldg. Maint.: Assoc. Bldg. Maint. Proposal – 12/1/02 to 12/01/05 – signed 11/07/02	09/09/04 12/15/02
08/01/04	Strategic Plan Initial <i>(Provide updates whenever plan is modified)</i>	10/01/03
08/01/04	Annual School Accountability Plan	07/30/04
09/30/04	Annual Financial Audit – Year Ended 6/30/04	11/18/04
10/01/04	Staff Background Check Report - Letter	11/09/04
10/01/04	Third Friday in September Enrollment Report – 445 students / 437.4 FTE	10/01/04
10/01/04	By Grade Enrollment Report	10/01/04
10/31/04	First Quarter Administrative Fee Payment	10/21/04
12/31/04	Second Quarter Administrative Fee Payment	12/10/04
02/28/05	Staff Certification Report	01/19/05
04/01/05	Next School Year Calendar	05/17/05

Table 24 (continued)

04/15/05	Third Quarter Administrative Fee Payment	03/15/05
04/15/05	WKCE Test Results – Summative Assessment	07/12/05
06/01/05	Projected Budget for Coming Year	07/05/05
06/01/05	Initial Building Occupancy Permit <i>(Provide update if modified)</i> (issued 12/9/03)	12/09/03
06/15/05	Fourth Quarter Administrative Fee Payment	03/15/05
06/30/05	Prior Year Board Listing, Agendas and Minutes <i>(If not provided on a month-to-month basis)</i> (Minutes: 5/3/05)	07/18/05

Table 25: Department of Public Instruction Reports

Date Due	Requirement	Date Submitted
07/01/04	PI-3200 Special Education Plan	07/01/04
10/01/04	PI-1567-A Third Friday in September Pupil Count Report	10/01/04
10/31/04	School Performance Report (2003-04)	01/19/05
10/31/04 10/31/04	PI-1202 Fall Staff Report PI-1290 Fall Enrollment Report	03/01/05 07/07/05
12/31/04	PI-2197-A Federal Collection: Special Education Child Count	01/19/05
02/01/05/05	PI-1567-B Second Friday January Pupil Count Report	01/19/05
03/31/05	PI-1215 Course Offerings	03/01/05
06/30/05	ESEA Consolidated Application: Title I, Title II, Title III, Title IV, Title V Federal Funds	07/15/05

YLA is in compliance with all contractual requirements. Please note that "date due" is a recommended date. Individual school circumstances may result in compliance at a later date.

Students Achievement Results

Students Achievement Results

Young Leaders Academy (YLA) has administered three types of standardized tests to quantify student achievement – the TerraNova standardized achievement test and the two state mandated tests, the Wisconsin Knowledge and Concepts Examinations (WKCE) for 4th and 8th grade students and the Wisconsin Reading Comprehension Test (WRCT) for 3rd grade students. The following sections will present the results of these tests.

TerraNova

Beginning with the first year of operation, the TerraNova standardized achievement test has been administered to students in grades K5 through 8 in both the fall and the spring in the areas of reading, language arts, and mathematics. This testing was done in addition to the mandated state testing which requires schools to administer the WKCE in grades 4 and 8. It should be noted that research conducted by CTB-McGraw (2003), the publisher of both the TerraNova and the WKCE, has determined that the correlation between math scores on the TerraNova and math scores on the WKCE was .98 for students in both grades 4 and 8, and it was noted that the WKCE reading and language tests are actually intact TerraNova tests. Thus, the WKCE and the TerraNova define and measure the construct of student achievement in a very similar manner, and it is appropriate to directly compare the results of these two tests.

Due to the fact that the scores from standardized achievement tests are considerably less reliable for students in primary grades (i.e. grades K-2) only the results for grades 3 through 8 are provided in this report. These results are depicted graphically in Appendix C using all of the data obtained over the three year period that YLA has been in operation. Two different graphical depictions are presented for each content area assessed and cohort of students. First, longitudinal line graphs are provided that compare the average scale scores obtained for three groups:

1. **The Norming Group (NORM):** The TerraNova and WKCE are compared with a norming group that consists of over 300,000 examinees nationwide. These examinees were selected using a stratified sampling procedure to ensure that their

demographics were consistent with demographics for students throughout the U.S.

2. **The Uncontrolled Cohort (UNC):** These results include the test data from all students who participated in testing at any of the test administration dates.
3. **The Controlled Cohort (CTRL):** Only those students who have attended the YLA for the past three years *and* participated in *every* test administration for the past three years are included in this group. For example, the controlled cohort for students in fifth grade in 2004-05 is composed of students who have attended the YLA since at least third grade and also had test scores from third and fourth grade.

Second, vertically stacked bar charts are provided to depict the percentage of students within each proficiency level for both the uncontrolled and controlled cohorts. Levels of proficiency include minimal, basic, proficient, and advanced, with students classified as performing at proficient or advanced levels viewed as meeting standards for the content area. The bars are organized such that the percentage of students with missing data (if any) are included at the lowest portion of each bar, followed by students with minimal, basic, proficient, and advanced performance as the bar extends upward. Due to rounding, total percentages may vary slightly from 100%.

Figure 1 represents the longitudinal line graph for cohort 2010 in the subject area of Language Arts. As the figure illustrates, the performance of the controlled cohort consistently exceeded that of the uncontrolled cohort. Moreover, both the uncontrolled and controlled groups of students performed below the norm group when this cohort was in fifth grade. However by the spring of seventh grade the average scale score of the controlled cohort surpassed the norm group while that of the uncontrolled cohort was indistinguishable from that of the norm group.

Figure 2 represents the vertically stacked bar chart corresponding to the same cohort of students. As the figure illustrates, regardless of grade level a higher percentage of students in the controlled cohort are classified as either proficient or advanced in Language. This makes sense as the previous figure demonstrated that the average scale scores obtained for the controlled cohort were consistently higher than those obtained for the uncontrolled cohort. Moreover, similar to what was observed in the longitudinal line

graph, as this cohort matured their performance tended to improve as more students in both the uncontrolled and controlled cohorts were classified as proficient or advanced.

Figure 1: Longitudinal Line Graph for Cohort 2010

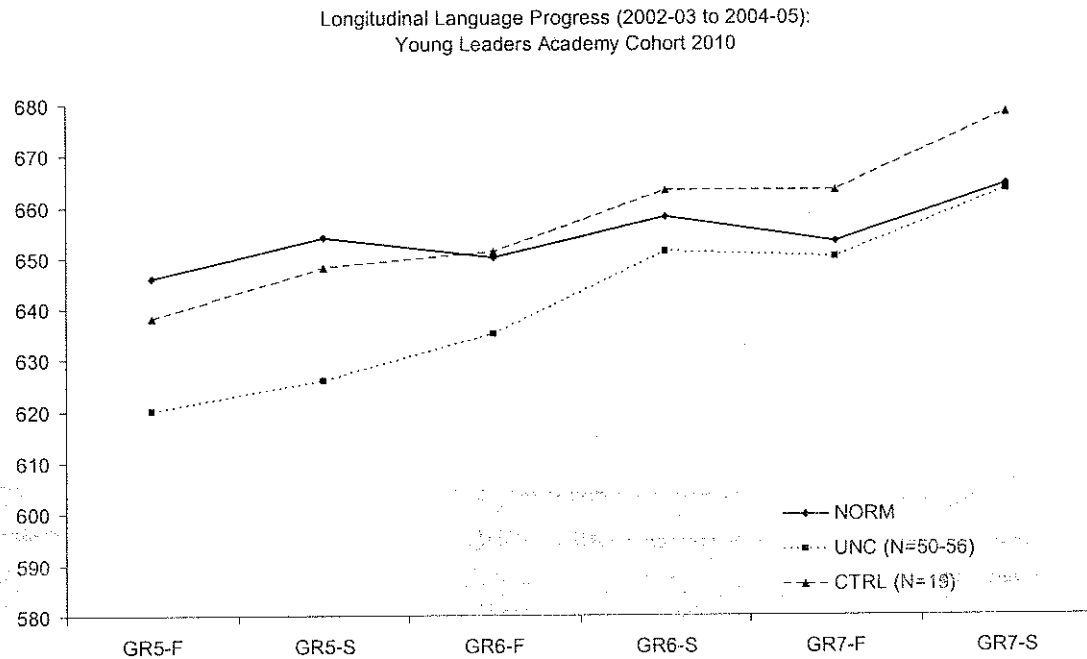
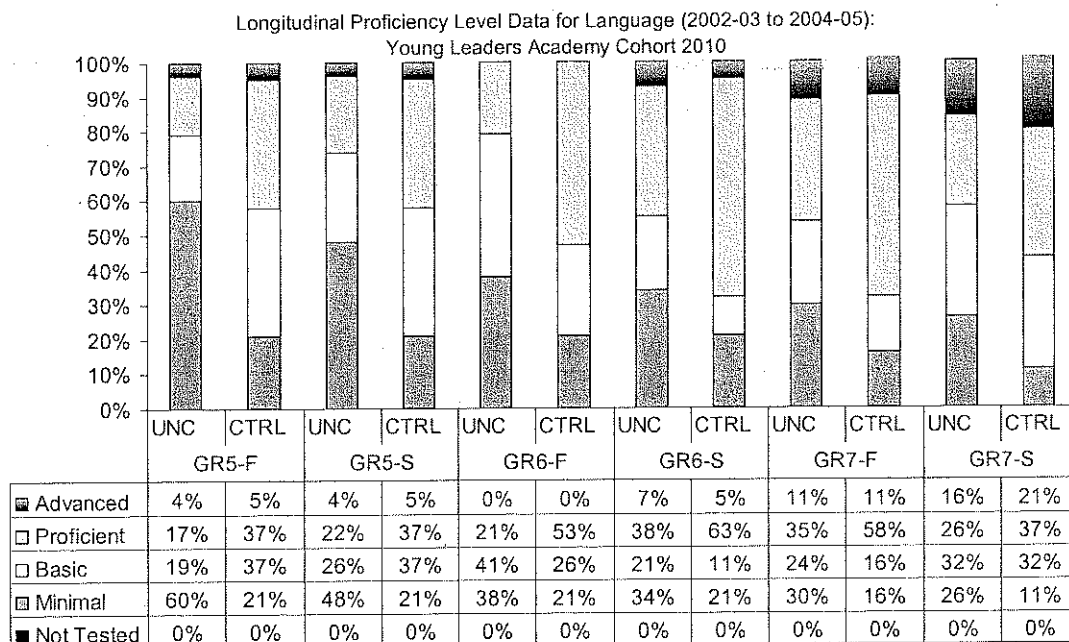


Figure 2: Vertically Stacked Bar Chart for Cohort 2010



Note. For the uncontrolled cohort, N = 50 - 56; for the controlled cohort, N = 19.

Overall Trends

Regardless of grade level or subject area assessed, observed differences between the controlled and uncontrolled are indicative of the controlled cohort outperforming the uncontrolled cohorts. However, for the majority of cohorts and subject areas these differences seem to be diminishing over time, as indicated by the longitudinal line graphs. Furthermore, the majority of graphical comparisons indicate that the YLA seems to be decreasing the achievement gap between the norm group and their students. Further analyses were conducted to test whether there were statistically significant differences between the initial and final average achievement scores for the controlled cohort and those obtained from the norming group. Table 3 indicates the results of these analyses. An "L" in the table indicates that the average scale score obtained from the controlled cohort was statistically lower than the average scale score obtained from the norming group. An "H" in the table indicates that the average scale score obtained from the controlled cohort was statistically higher than the average scale score obtained from the norming group. An "N" in the table indicates that the average scale scores for the two groups did not differ from each other. As the table indicates, the majority of comparisons were not statistically significantly different from each other. However, whenever statistical differences were observed they were the results of the controlled cohort initially performing significantly worse than the norming group. Moreover, these differences were consistently eradicated by the end of three years. These findings support the hypothesis that the YLA is successfully narrowing the achievement gap between their students and a nationally representative group of students from around the country.

Another interesting overall trend that can be ascertained from the graphical depictions is that although there is typically growth from fall to spring there is often a decrease in achievement from spring to fall. This is true for the majority of cohorts and subject areas assessed. Given the fact that the YLA seems to be successfully narrowing the achievement gap despite these spring to fall decreases a concerted effort should be made to determine why the drop occurs and to reduce or eliminate it.

Table 26: Statistical Comparisons of Average Scale Scores Obtained from Controlled Cohorts and Norming Groups

CONTENT AREA	COHORT	INITIAL MEAN	END MEAN
READING	2014	N	N
	2013	N	N
	2012	N	N
	2011	N	N
	2010	N	N
	2009	L	N
CONTENT AREA	COHORT	INITIAL MEAN	END MEAN
LANGUAGE	2014	N	N
	2013	N	N
	2012	N	N
	2011	N	N
	2010	N	N
	2009	N	N
CONTENT AREA	COHORT	INITIAL MEAN	END MEAN
MATH	2014	N	N
	2013	L	N
	2012	L	N
	2011	N	N
	2010	N	N
	2009	L	N

Wisconsin Knowledge and Concepts Test

Test data on the state-mandated WKCE were also available for analysis. These results offer different information because two additional content areas (science and social studies) were tested with the WKCE, and statewide and local comparisons were possible. The following figures present proficiency level data from 2002 through 2004 for 4th- and 8th-grade students throughout Wisconsin, students attending Milwaukee Public Schools (MPS), and students attending YLA. It should be noted that the WKCE results reflect the achievement of *different* student cohorts at a given grade level across time, as opposed to the results presented in the previous section, which provided an analysis of growth for distinct cohorts. In grade 4, it is evident that with the exception of reading, the percentage of students scoring proficient or advanced was relatively low for YLA students in comparison with students statewide and students in MPS. YLA 8th-grade students, however, were surpassing MPS students and approaching statewide proficiency levels in all content areas except science.

Figure 3: Grade 4 Reading Proficiency

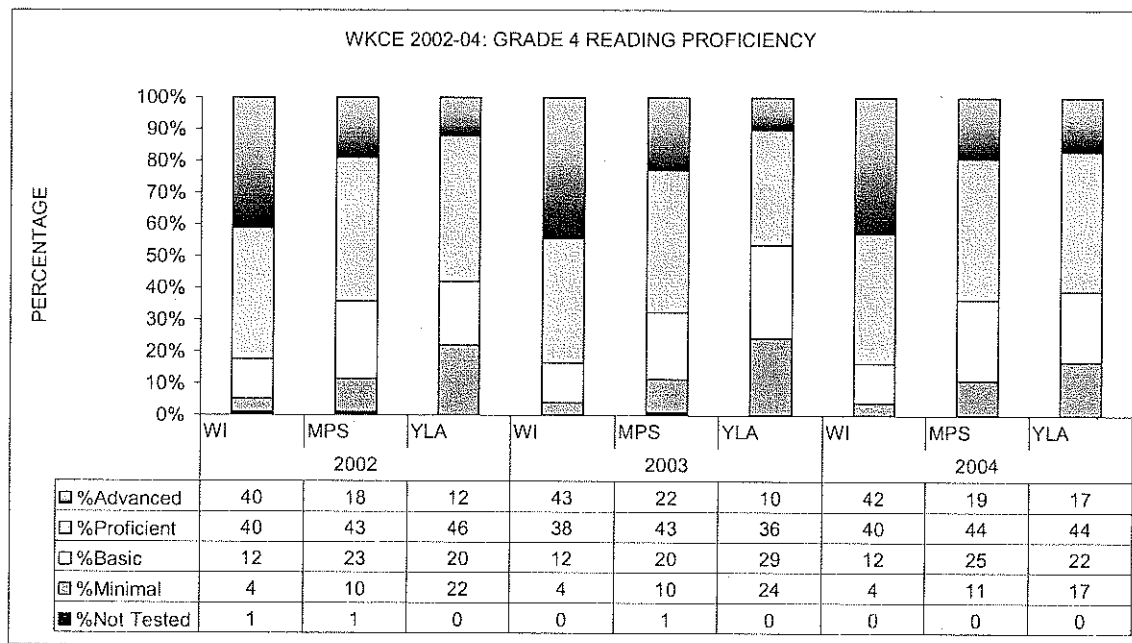


Figure 4: WKCE 2002-04 Grade 8 Reading Proficiency

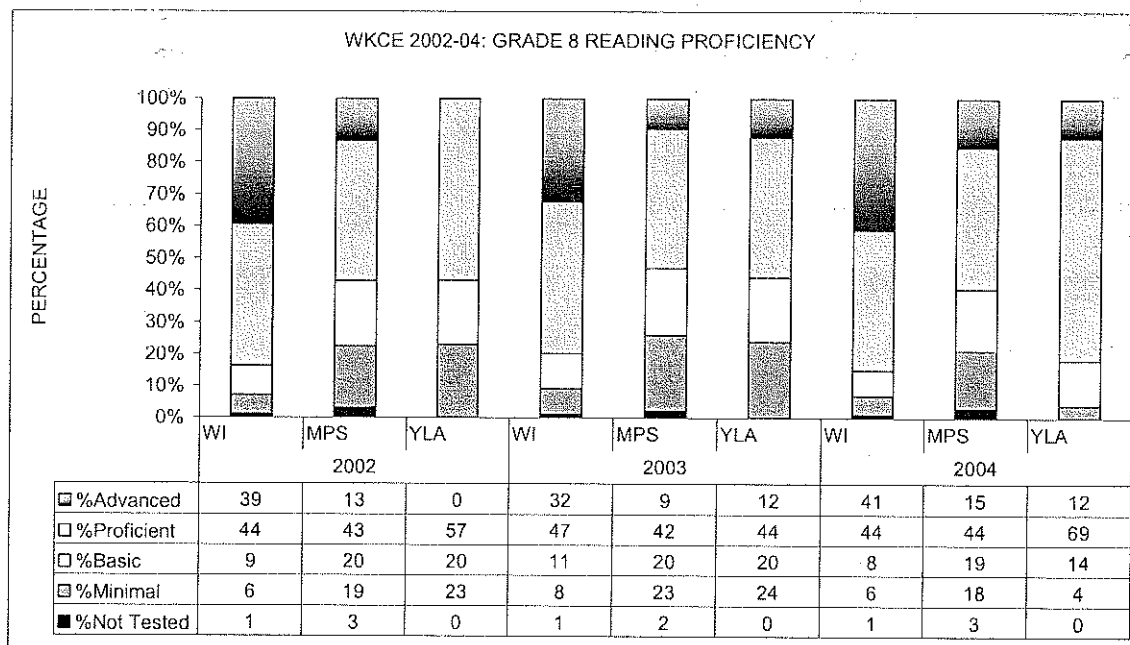


Figure 5: WKCE 2002-04 Grade 4 Language Proficiency

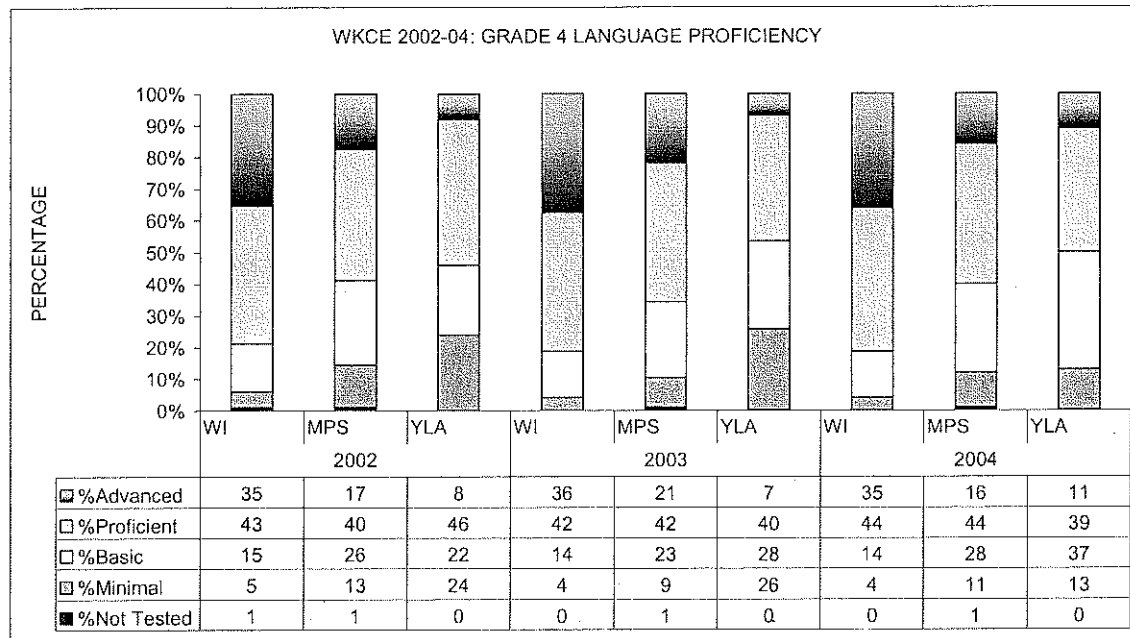


Figure 6: WKCE 2002-04 Grade 8 Language Proficiency

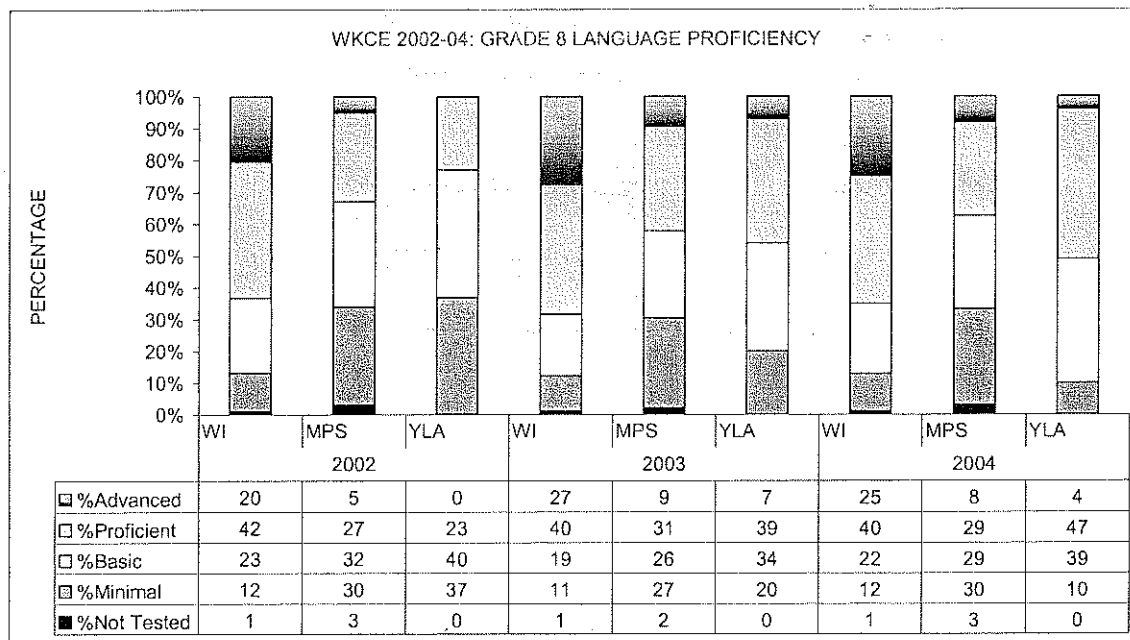


Figure 7: WKCE 2002-4 Grade 4 Math Proficiency

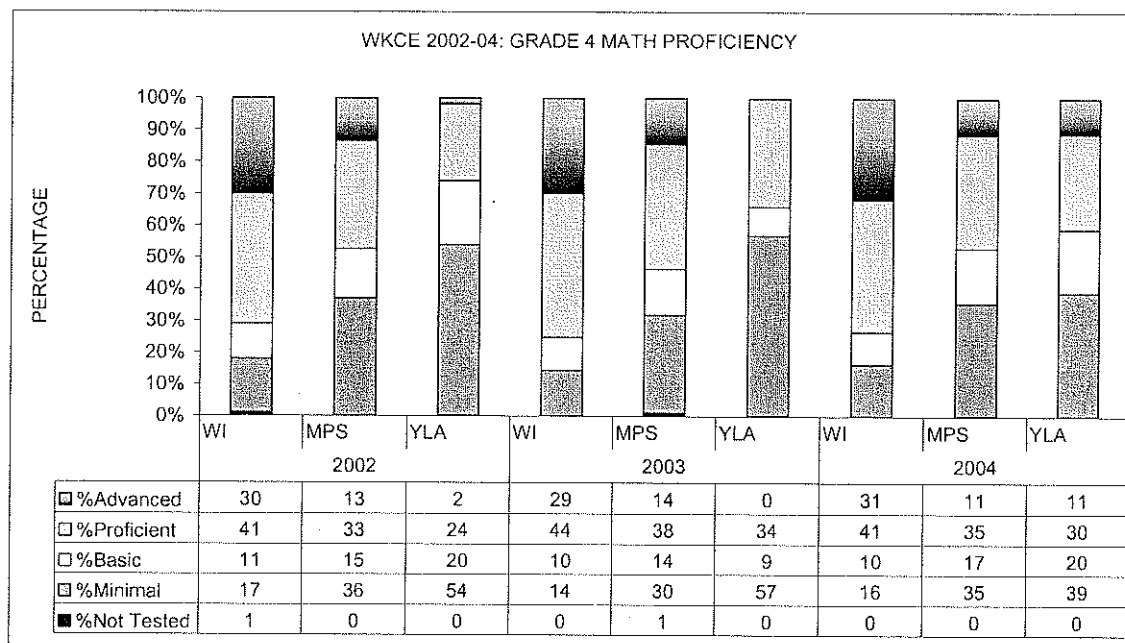


Figure 8: WKCE 2002-04 Grade 8 Math Proficiency

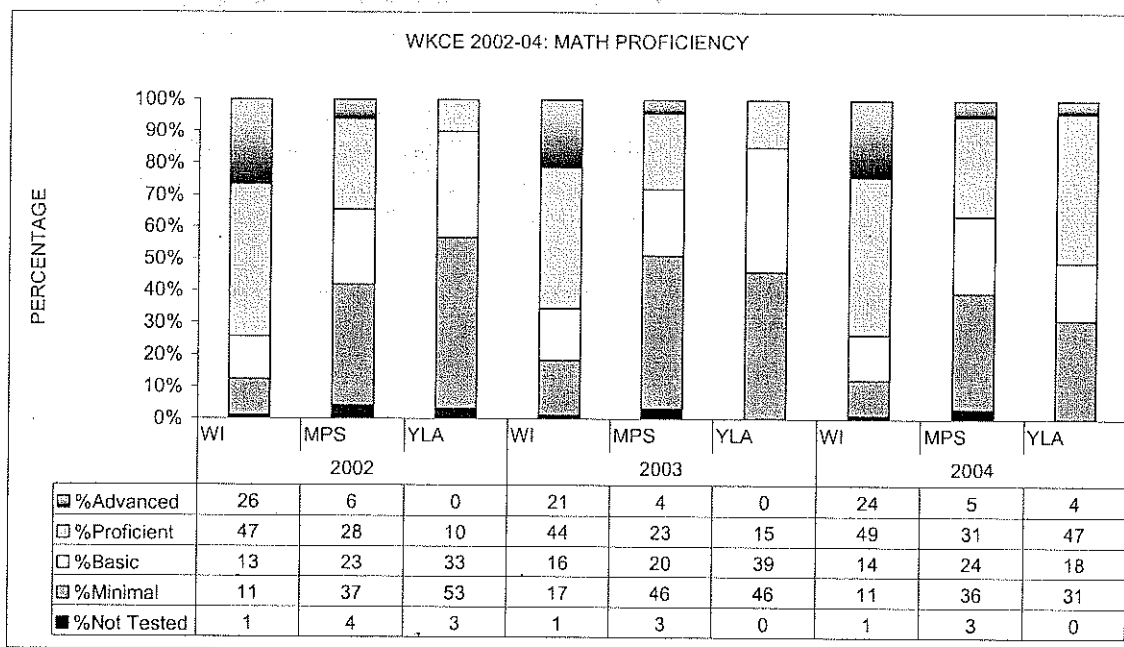


Figure 9: WKCE 2002-04 Grade 4 Social Studies Proficiency

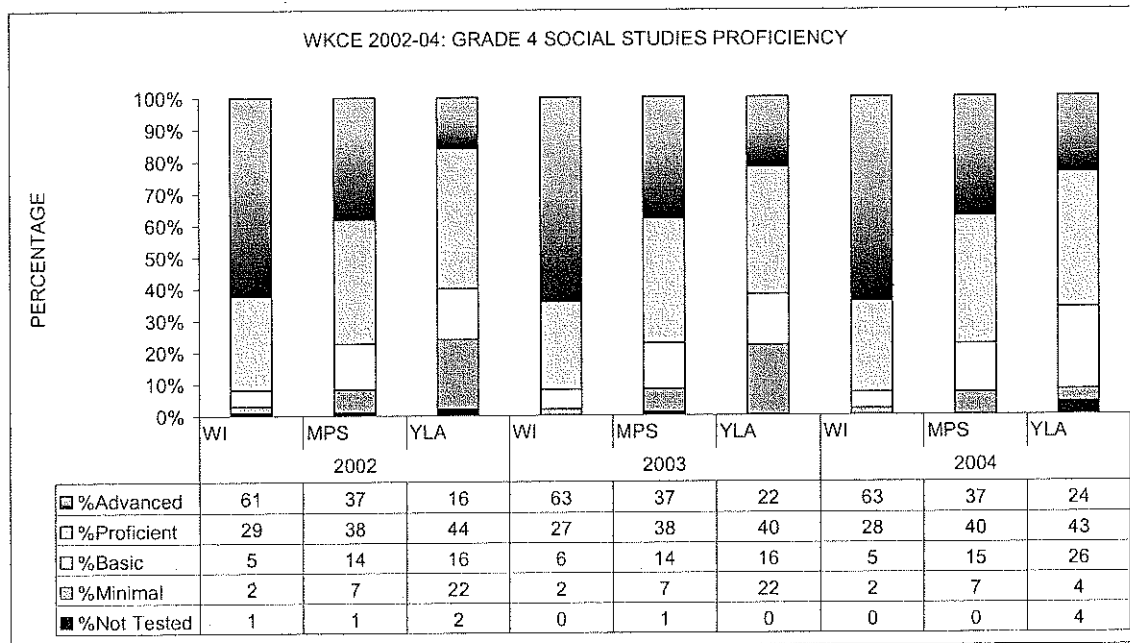


Figure 10: WKCE 2002-04 Grade 8 Social Studies Proficiency

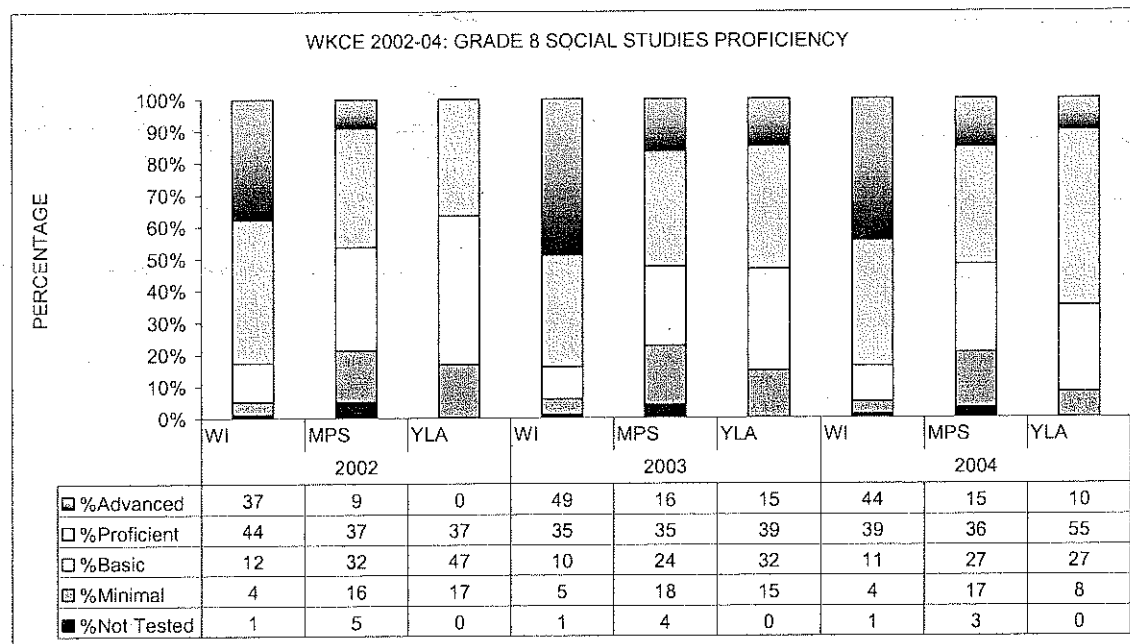


Figure 11: WKCE 2002-04 Grade 4 Science Proficiency

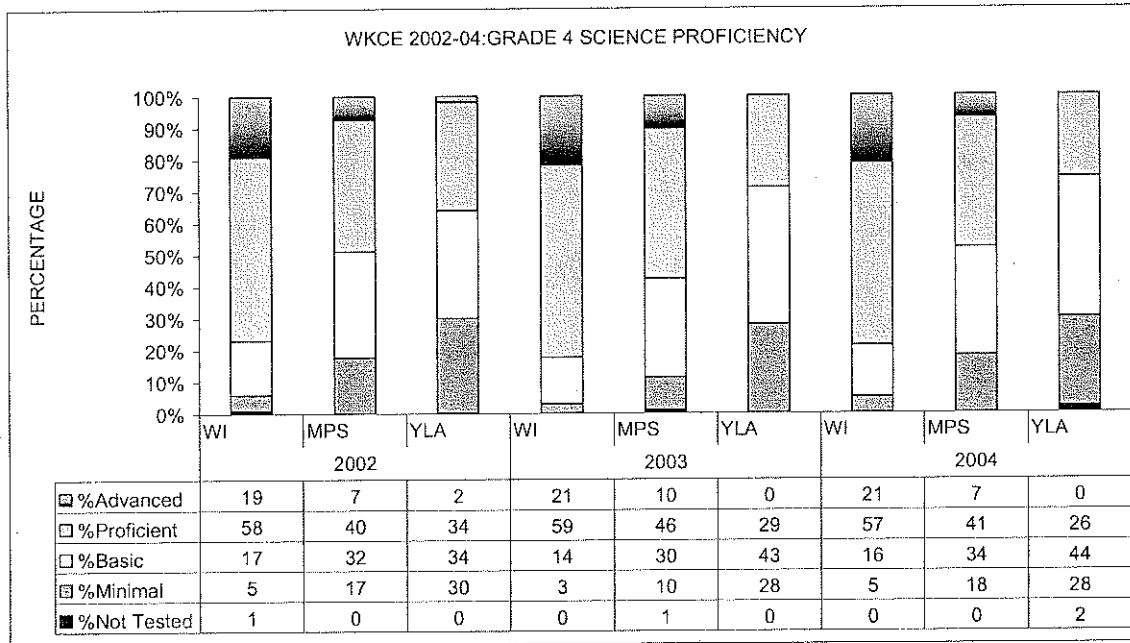
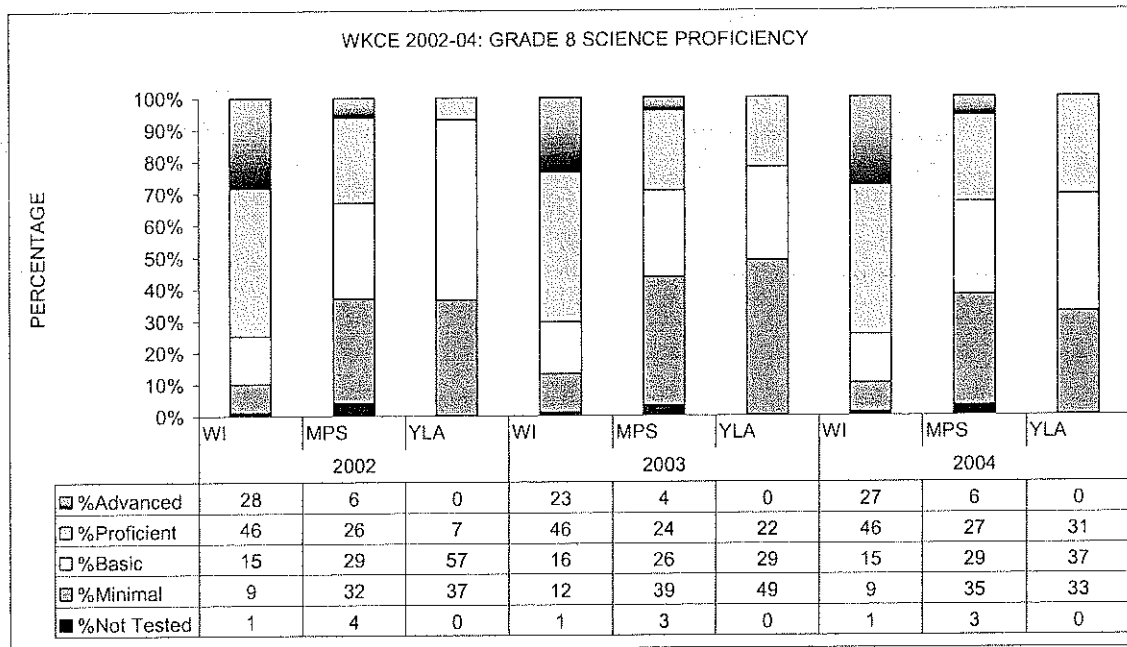


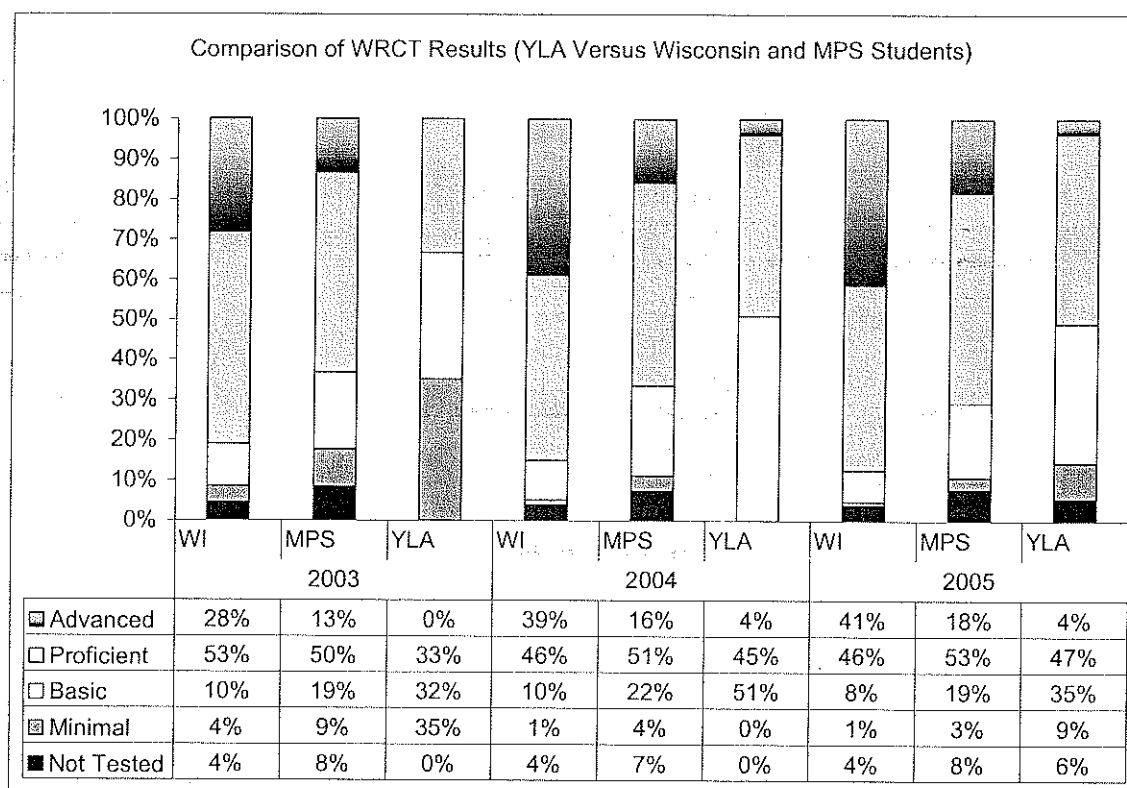
Figure 12: WKCE 2002-04 Grade 8 Science Proficiency



Wisconsin Reading Comprehension Test

The analysis of YLA third-grade reading achievement in comparison with students statewide and students attending MPS revealed that, overall, the percentage of YLA students attaining proficient or advanced levels of reading is notably lower. Despite this observation, however, the longitudinal trend of an increasing percentage of YLA students attaining proficient or advanced reading scores indicates a positive trend.

Figure 13: WRCT Results Comparison

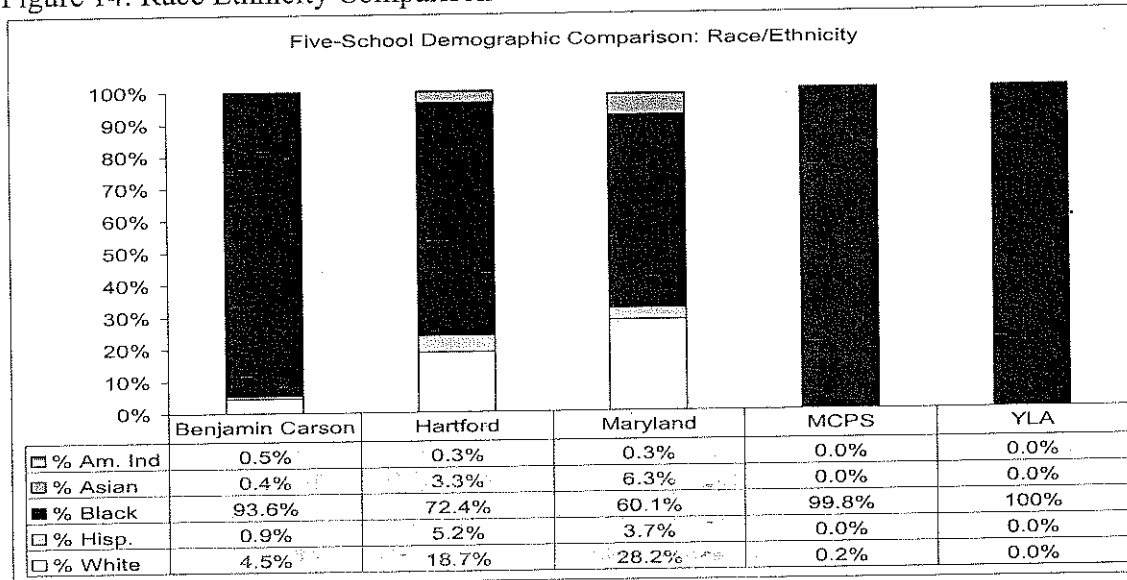


Benchmark Comparisons

The performance of the YLA was benchmarked against four other K-8 schools. The comparison schools are: Benjamin Carson (a MPS science specialty school), Hartford Avenue (a MPS neighborhood school), Maryland Avenue (a MPS Montessori specialty school), and the Milwaukee Academy of Science (a UWM charter school). These

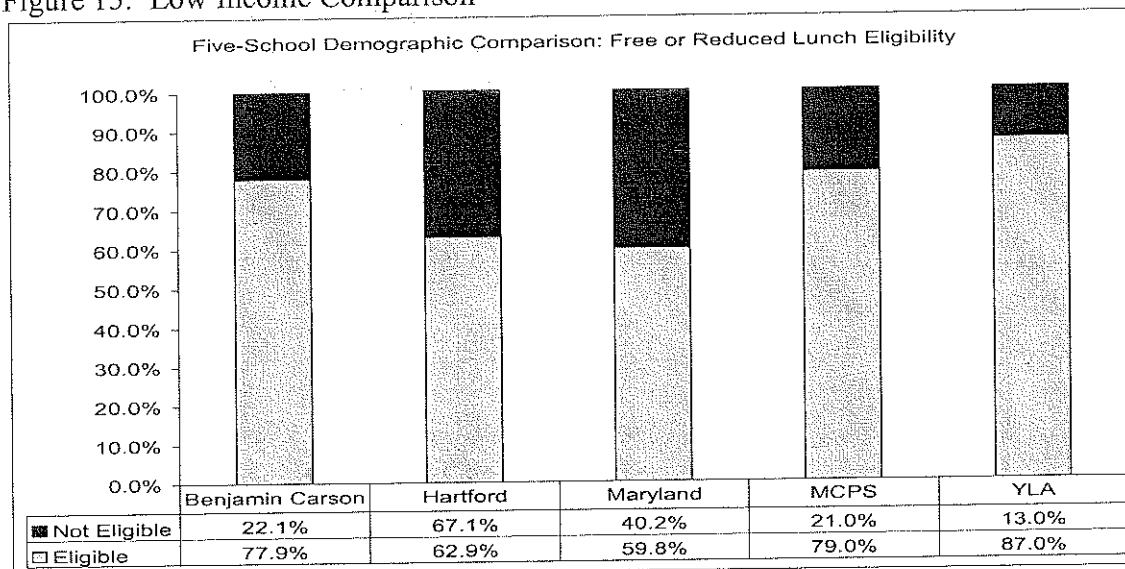
schools were chosen because they are the closest comparison schools within the city of Milwaukee and in most cases provide benchmarks against which YLA can seek improvement.

Figure 14: Race Ethnicity Comparison



Benjamin Carson and Milwaukee College Prep are the closest comparisons to YLA in ethnic composition. Hartford and Maryland Avenue schools are less comparable.

Figure 15: Low Income Comparison



Students attending YLA are, on the average, poorer than students in comparison schools.

Figure 16: Grade 4 Reading Proficiency Comparison

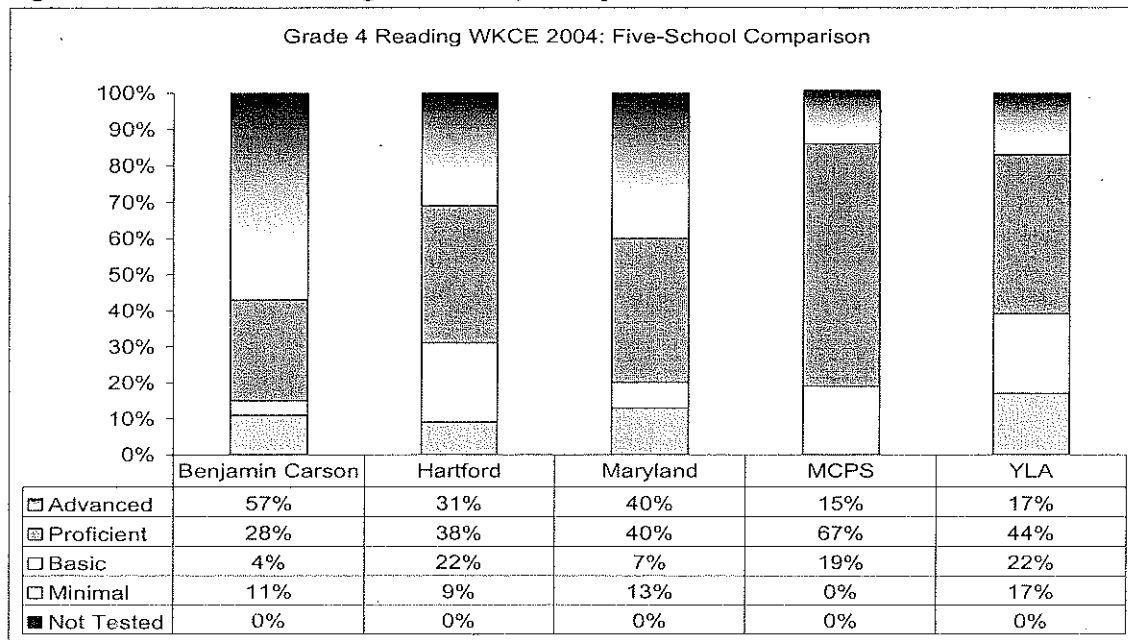
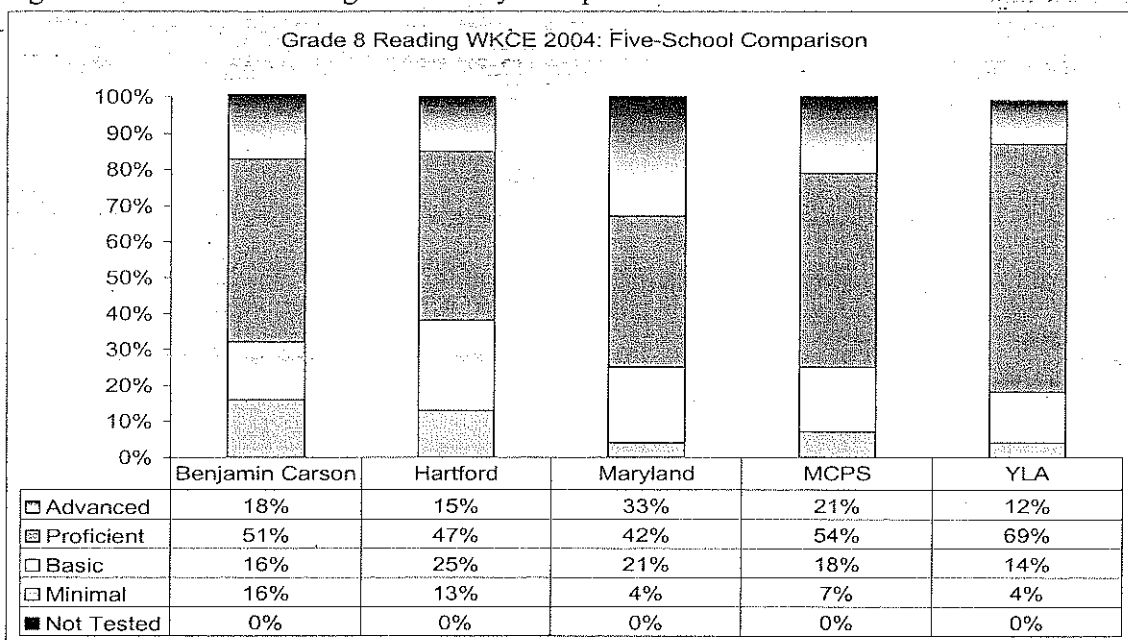


Figure 17: Grade 8 Reading Proficiency Comparison



YLA proficiency levels for fourth graders trail the results for all four of the comparison schools. By eighth grade, however, YLA leads the other schools with 81% of the students scoring proficient or advanced. This mirrors the results shown earlier that indicated that YLA students were, for the most part, overcoming the achievement gap that existed when the students entered the school. It also stresses the need for increased academic emphasis in grades 4K through 3.

Figure 18: Grade 4 Language Proficiency Comparison

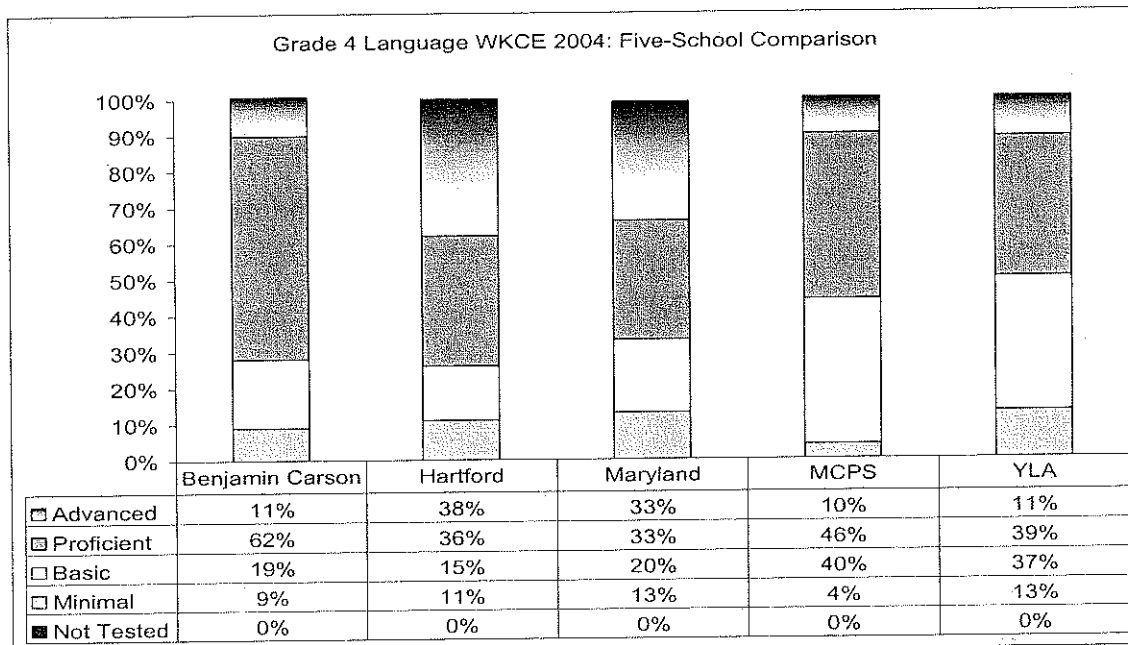
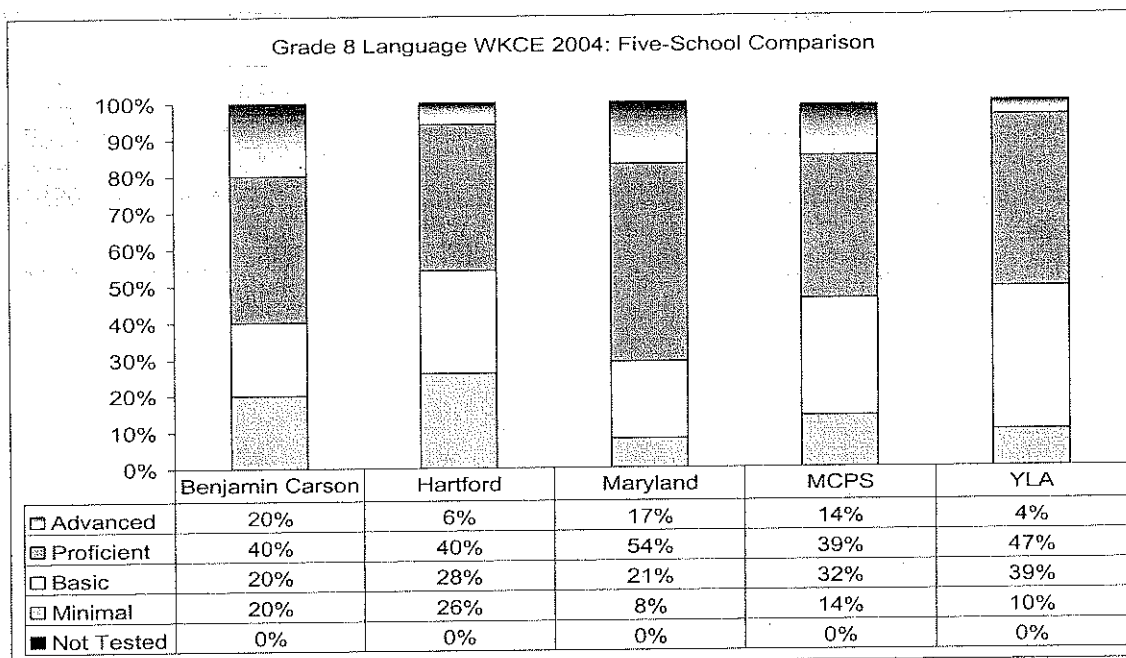


Figure 19: Grade 8 Language Proficiency Comparison



YLA proficiency results in language development trail all four comparison schools in grade four. The eighth grade results move ahead of Hartford Avenue School and rise almost to the level of the results for Milwaukee College Prep.

Figure 20: Grade 4 Mathematics Comparison

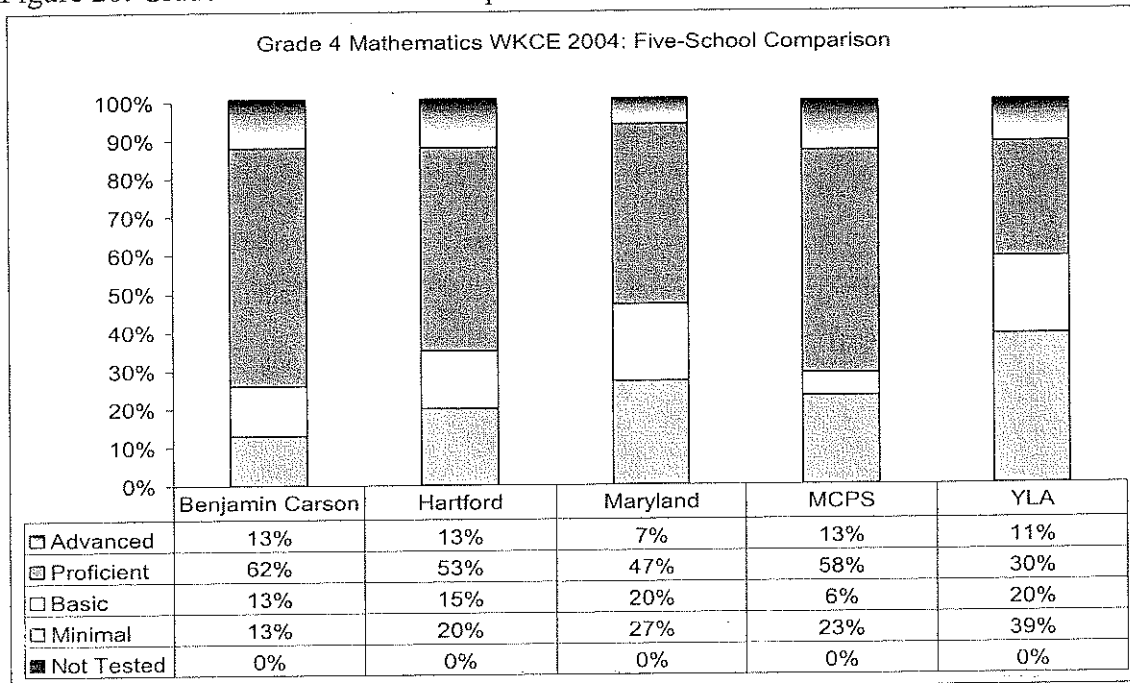
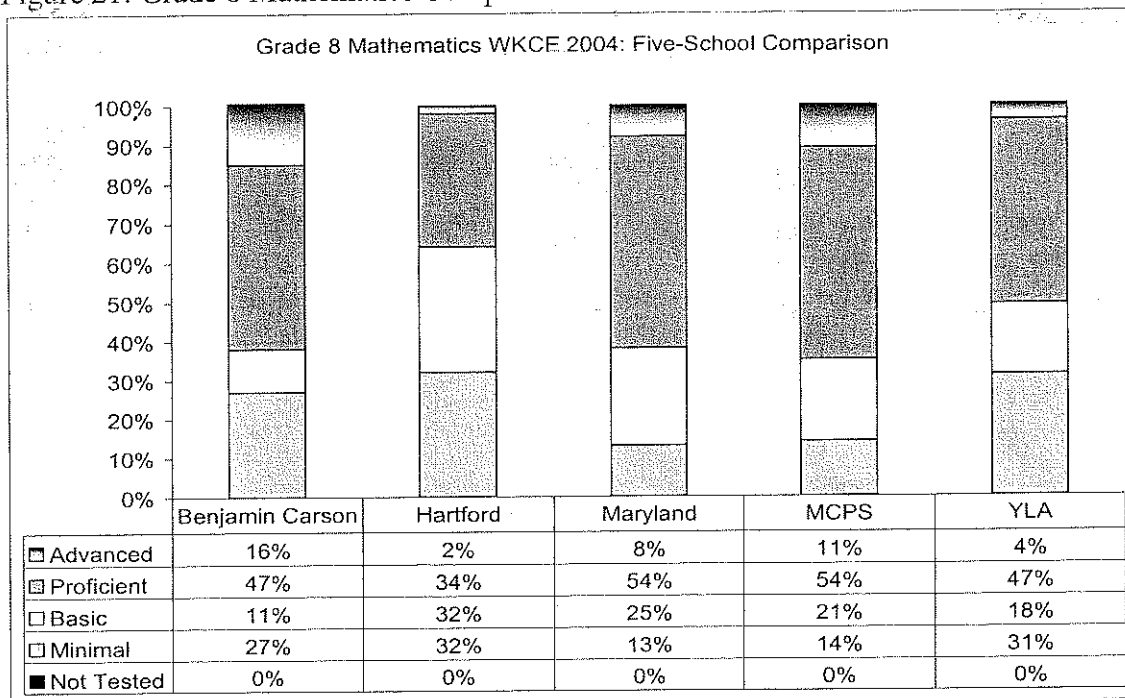


Figure 21: Grade 8 Mathematics Comparison



As with the other comparisons, YLA trails the comparison schools in mathematics achievement in grade four. The YLA moves ahead of only Hartford Avenue School by grade eight. It should be noted, however, that YLA proficiency levels increase by ten percent while proficiency levels for Benjamin Carson, Hartford Avenue, and Milwaukee College Prep decline by 12%, 30%, and 6%, respectively.

Figure 22: Grade 4 Science Comparison

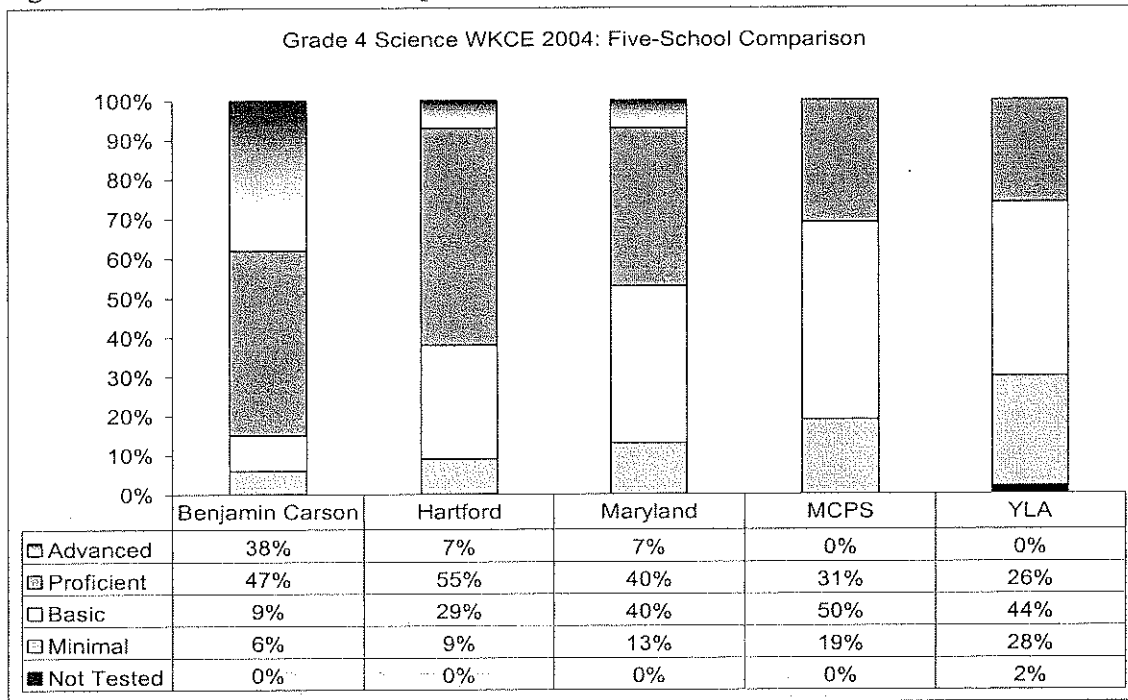
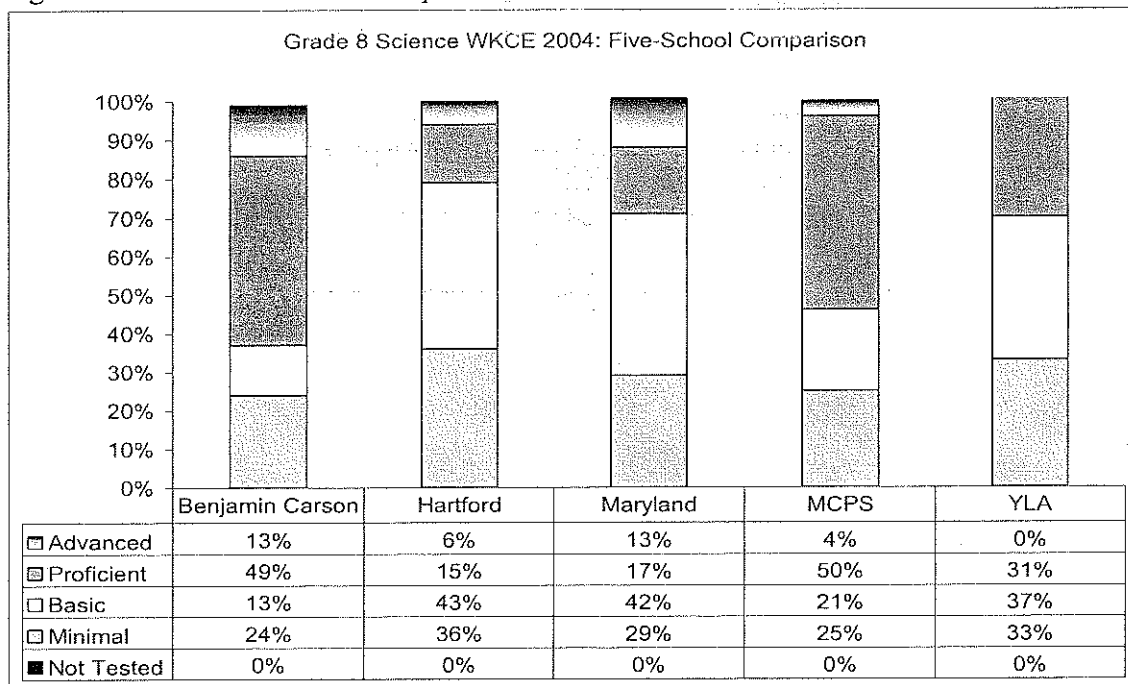


Figure 23: Grade 8 Science Comparison



Fourth grade proficiency levels are lower than those of all the other schools. YLA shows only small increases in science proficiency from grade four to grade eight. Proficiency levels in all other schools are higher than the levels for YLA. However, the scores for the MPS schools drop dramatically: Benjamin Carson 23%, Hartford Avenue 41%, Maryland Avenue 17%. Milwaukee College Prep increases its proficiency level by 24%.

Figure 24: Grade 4 Social Studies Comparison

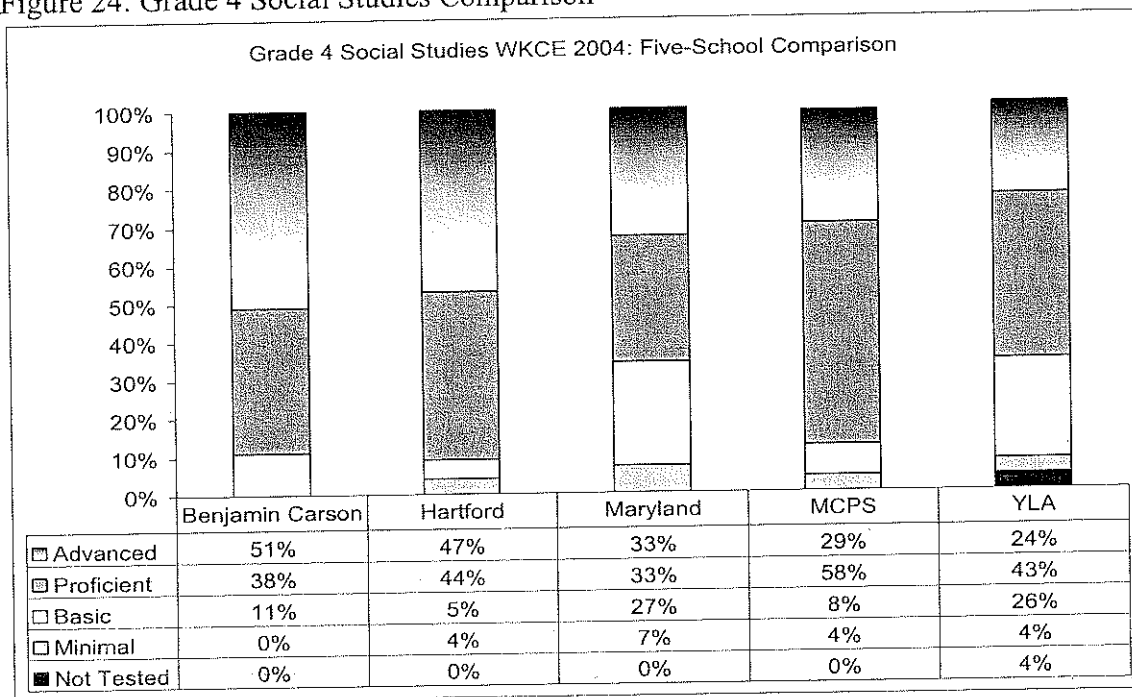
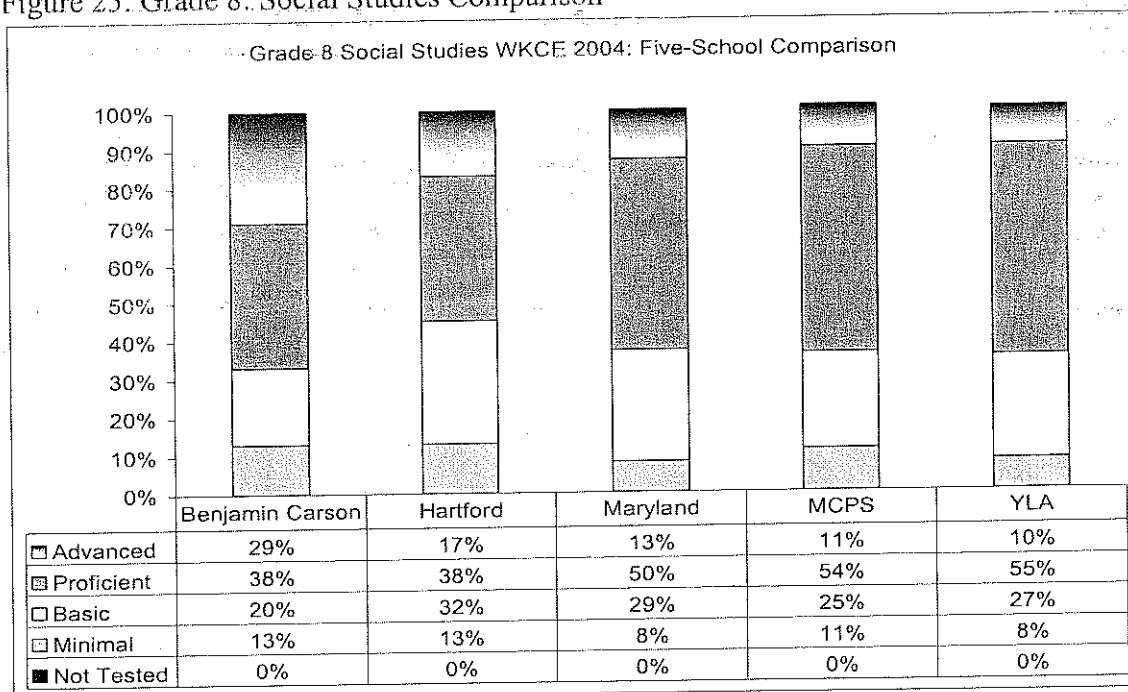


Figure 25: Grade 8: Social Studies Comparison



There is little difference between the level of social studies proficiency in grade 4. In grade eight, however, YLA and Maryland Avenue remain at approximately the same level while the other schools make significantly greater progress.

SUMMARY

The Young Leaders Academy (YLA) serves a population of disadvantaged minority students coming primarily from the north-central and north-west portions of the city of Milwaukee. Students often come to the YLA with significant educational delays. These delays are apparent in the results of testing completed in grades one through four. Continued attendance at YLA, however, has led to improved results for students by eighth grade. YLA students consistently score lower than students attending the Milwaukee Public Schools on tests administered in the fourth grade. By eighth grade, however, the results are reversed with YLA students scoring higher than MPS students in all areas except science. Thus, attendance at the YLA has shown to be of significant benefit for most students.

The leadership of the YLA has created a school with a strong, positive culture focused on appropriate behavior and academic success. Expectations are clear and are regularly reinforced. A program of student incentives rewards students who succeed academically, display good behavior, and show school leadership. Students are on task throughout the school day and display a desire to learn and live up to the YLA expectations.

The YLA should initiate new efforts to improve academic rigor in kindergarten through grade three to better close the achievement gap earlier and extend the education of older students. It was also noted that YLA achievement for controlled cohort groups drops between spring and fall testing. Given the fact that the YLA maintains a year-around program, the drop in test results should be closely examined. Finally, science achievement is of special concern. The curriculum and instructional methodology should be closely examined and action to improve results.

Students, faculty, and parents through interviews and parents through surveys indicate that they are, overall, very pleased with the Young Leaders Academy. Student attendance is high and discipline problems manageable and improving. Students show pride in the work they are doing and in being a student at the YLA. Discipline problems occur primarily from class room disruption rather than more serious problems.

The school financial situation is strong. The partnership with the YMCA allows costs to be shared and provides financial backup as needed. Audit reports consistently indicate that sound financial practices are in place.

Student expectations are clear and faculty members extend themselves to address individual student needs. Faculty members are well trained and make effective use of training programs. The school culture focuses on individual accountability and academic focus on the part of students.

The governance and leadership of the YLA is strong and accountable. Overall the school organization has the capacity to maintain and improve student performance.

Based on the success documented by this evaluation, it is recommended that the YMCA Youth Leadership Academy, Inc's. charter to operate the Young Leaders Academy be extended for five (5) years.

APPENDIX A

SUMMARY OF RECOMMENDATIONS

The leadership of the YLA has done an excellent job of creating a new school where learning and leadership are valued. The application of continuous improvement processes will strengthen the school and improve student achievement. Listed below is a summary of the recommendations made throughout the report:

1. Continue to seek improvement in organizational structure.
2. Strongly consider placing one or two parents on the governing board.
3. Increase faculty and staff accountability proceeding with caution with the linking of student achievement with compensation.
4. Eliminate faculty license problems by analyzing license potential before hiring.
5. Develop a well thought out data collection plan which meets specific criteria of established strategic and annual goals.
6. Utilize cross-functional teams to analyze data so that all aspects of the school are considered in the planning process.
7. Annually evaluate and improve the data collection process.
8. Conduct a thorough needs assessment aligned with the Criteria for Performance Excellence as a precursor to strategic planning activities.
9. Improve the strategic planning process with annual updates as part of standard operational procedure.
10. Factor data received through satisfaction surveys into strategic planning and annual goal development.
11. Improve the process to assist students in the selection of high schools to attend.
12. Develop a process to receive input from graduates regarding the level of preparation provided by YLA.
13. Document all major processes in writing to ensure continuity.
14. Improve staff member attendance levels.
15. Dramatically improve the student, faculty, staff, and parent survey process.
16. Increase academic emphasis for students in kindergarten through grade three.

17. Broaden academic emphasis at all grade levels in subjects beyond reading and mathematics.
18. Determine why a drop occurs between spring and fall testing and take action to remediate problem.
19. Improve the process for identifying and developing programming for special education students.
20. Improve science instruction through curriculum reform, teacher staff development, and classroom support.

EDUCATION COMMITTEE

Resolution I.1.e.(2):

That, upon recommendation of the Chancellor of the University of Wisconsin-Milwaukee and the President of the University of Wisconsin System, the Board of Regents approves the charter school contract with the Academy of Milwaukee, Inc., establishing a charter school known as the Academy of Milwaukee.

**UNIVERSITY OF WISCONSIN-MILWAUKEE
OFFICE OF CHARTER SCHOOLS CONTRACT WITH
Academy of Milwaukee, Inc.
d/b/a Academy of Milwaukee**

EXECUTIVE SUMMARY

BACKGROUND

Charter schools are intended to offer quality education services to children through the creation of alternative public schools that are not subject to as many of the rules and regulations imposed on school districts. The charter school movement is one of the strategies used to expand the idea of public school choice in Wisconsin and the rest of the nation.

In 1997, Wisconsin law was modified to allow the University of Wisconsin-Milwaukee to charter public schools in the city of Milwaukee. Since then, the Board of Regents and the Chancellor of UW-Milwaukee have approved several charter schools, involving a variety of public and private partnerships working to improve educational opportunity and achievement for Milwaukee school children.

The Office of Charter Schools at UW-Milwaukee and Chancellor Santiago recommend that the Academy of Milwaukee, Inc., be granted a charter to operate a public school known as the Academy of Milwaukee (Academy).

The Academy will be UW-Milwaukee's tenth charter school. The Office of Charter undertook an extensive review process that began in May of 2005. The review included an in-depth analysis of the Academy's Prospectus by the Charter School Advisory Committee and a three-step review of the Academy's Charter School Application by the Charter Application Review Committee. The Charter School Advisory Committee, the Charter Application Review Committee, and the Director of the Office of Charter Schools recommend approval of the charter school contract to allow the Academy to begin operating as a charter school in the fall of 2006.

REQUESTED ACTION

Approval of Resolution I.1.e.(2), approving the charter school contract with the Academy of Milwaukee, Inc., to operate a public school known as the Academy of Milwaukee.

EDUCATIONAL PLAN

The mission of the Academy is to create a democratically structured environment that fosters students' natural curiosity, creativity, and self-awareness, and teaches students to take initiative and assume responsibility for their own learning in order to support constructive interaction with the local, regional, and global community.

The Academy's vision is to bridge the gap between the school and community with a grades six - twelve program for approximately 450 students where children and adults, and school and community work together to understand and interpret their relationship with the world around them. Students will graduate from the Academy meeting or exceeding state and national standards; prepared for adult life, including the possibility of post secondary education; possessing effective leadership and communication skills; possessing critical thinking skills; and with the desire to be life-long learners.

The Academy will follow a curriculum based on Wisconsin Department of Instruction Core Curriculum Standards with an emphasis on science, math and technology. The Academy expects its graduates to demonstrate a mastery of specific subject competencies. The following is a list of subject matter competencies that each graduate acquires. These competencies are based on state, national and international standards. A summary of the cores curriculum is provided below.

English Literature: In the area of English literature, students will:

- Understand and appreciate literature and the arts as expressions of and ways to interpret human experience;
- Obtain meanings from a variety of complex texts;
- Be well-read as demonstrated by reading a variety of literary works representing different genres;
- Make informed interpretations of the purpose and meaning of literary works;
- Convey interpretations of personal experience gleaned from literature;
- Explain how literature from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions; and
- Evaluate how the form and content of a literary work contributes to its message and impact.

History: In the area of History, students will:

- Understand and apply civic, historical and geographical knowledge in order to become a citizen in a diverse world;
- Apply information, concepts and perspectives from the history of our nation and the history and development of other nations;
- Deliberate on public issues, which arise in a representative democracy;
- Use historical research to ask and answer questions about the past;
- Recognize that regions can be defined in cultural, physical or political terms;
- Accurately interpret and summarize information from maps, charts and graphs;
- Understand the building blocks of representative government;
- Understand the evolution of early civilizations and the development of new ideas, institutions and systems of thought;
- Recognize that events in the past inform the present; and
- Understand the rich and varied achievements of diverse peoples.

Mathematics: In Math, students will:

- Construct mathematical models;
- Use a variety of problem solving strategies;
- Use advanced computing procedures;

- Understand and apply advanced properties of numbers;
- Understand and apply advanced methods of measurement;
- Understand and apply advanced concepts of geometry;
- Understand and apply advanced concepts of functions and algebra;
- Understand and apply advanced concepts of probability and statistics; and
- Understand and apply advanced concepts of data analysis.

Science: In Science, students will:

- Analyze real-world phenomena using scientific concepts, principles, and processes (e.g. cause and effect, energy, systems);
- Use the scientific method to ask and answer questions about the world;
- Understand essential ideas about the composition and structure of the universe and the motions of objects in it;
- Know basic earth, biological, physical and chemical concepts; and
- Understand basic concepts of matter and energy motion and forces.

Arts: In the arts, students will:

- Participate in artistic activities;
- Make informed interpretations of the purpose and meaning of artistic works;
- Convey interpretations of personal experiences in expressive forms;
- Explain how art from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles, and contributions;
- Explain how the form and content of an artistic work contributes to its message and impact; and
- Explain the role of the artist in providing service to the community and world.

Foreign Language: In the area of communicating in a foreign language, students will:

- Obtain sufficient verbal fluency and written proficiency to communicate effectively in a foreign language; and
- Understand and appreciate the culture underlying a foreign language.

Technology and computer: In the area of technology, students will:

- Use technology to increase learning;
- Understand and use current word-processing systems;
- Understand and use current spreadsheet software;
- Understand and use current database software;
- Understand and use current presentation software;
- Understand the uses of a networked system and the Internet; and
- Understand how technology can be of service to the community.

ELEMENTS OF THE CONTRACT

The contract negotiated with the Academy of Milwaukee, Inc., meets all requirements of the UW-Milwaukee model charter school contract and requirement of the Department of Public Instruction. The Academy is prepared to operate in accordance with all applicable state and federal requirements for charter schools. The contract follows the approved model contract and

contains additional information that make the contract more complete for the purpose of granting the charter. The major elements are as follows:

1. Article One – Definitions – Key terms of the contract.
2. Article Two – Parties, Authority and Responsibilities.
3. Article Three – Obligations of the Grantee. This section is important in that it recites the requirements of the law and how the grantee will meet those requirements. This includes such topics as: (a) school governance; (b) measuring student progress; (c) methods to attain educational goals; (d) licensure of professional personnel; (e) health and safety; (f) admissions; (g) discipline; and (h) insurance standards and other topics.
4. Article Four – Additional Obligations. This section adds additional considerations that help define the school, its practices, UW-Milwaukee administrative fees, and financial reporting.
5. Article Five – Joint Responsibilities. This section details the review of the management contracts and methods of financial payments.
6. Article Six – Notices, Reports and Inspections. This section facilitates certain aspects of UW-Milwaukee’s oversight responsibilities.
7. Article Seven – Miscellaneous Provisions. Significant in this section are the Code of Ethics provisions (7.2).
8. Article Eight – Provision Facilitating UW-Milwaukee Research. This section sets forth the guidelines that UW-Milwaukee will use to conduct research into the concept of charter schools and their impact upon educational practice.
9. Article Nine – Revocation of Agreement by UW-Milwaukee. This section establishes how the contract might be defaulted by the grantee and reasons for revocation by UW-Milwaukee. This section is critical to the idea that a charter school can be closed for not complying with the law, contract conditions, or failure to meet its educational purpose(s).
10. Article Ten – Termination by the Grantee. This is the reverse of Article 9 describing how the grantee may, under specified circumstances, terminate the contract.
11. Article Eleven – Technical Provisions. This section details standard contract language for mutual protection of the parties.

The attached contract represents the final phase of the chartering process for the Academy to be chartered under Wisconsin law.

RELATED REGENT POLICIES

Regent Resolution 7905 (May 7, 1999).




Academic Affairs
Provost and Vice Chancellor

Chapman 215
PO Box 413
Milwaukee, WI
53201-0413
414 229-4501 *phone*
414 229-4929 *fax*
www.uwm.edu/Dept/Acad_Aff/

March 15, 2006

To: **Cora B. Marrett**
Senior Vice President for Academic Affairs, University of Wisconsin-System

From: **Rita Cheng** 
Provost and Vice Chancellor

Re: Recommendation that Academy of Milwaukee, Inc. be granted charter status in order to operate a public school known as Academy of Milwaukee

The Office of Charter Schools has recommended to Chancellor Santiago and me that the Academy of Milwaukee, Inc. be granted a charter to operate a public school known as Academy of Milwaukee.

The development of the Academy of Milwaukee was initiated by Academy of Milwaukee, Inc., a non-sectarian, private, not for profit educational agency. Academy of Milwaukee, Inc. will operate as an independent, public charter school organized as a non-stock corporation under Chapter 181 of the Wisconsin State Statutes.

The Office of Charter Schools is proposing that the Academy of Milwaukee (Academy) begin to operate as a charter school in the fall of 2006. The recommendation for Academy of Milwaukee to become a charter school is being made after an extensive review process that began in May of 2005. The review included an in-depth analysis of the Academy of Milwaukee Prospectus by the UWM Charter School Advisory Committee and a three-step review of the Academy of Milwaukee application by the UWM Charter Application Review Committee. The UWM Charter School Advisory Committee, the UWM Charter Application Review Committee, and the Director of the Office of Charter Schools recommend approval of the charter school contract.

The attached contract negotiated with Academy of Milwaukee, Inc. meets all requirements of the UWM model charter school contract and the requirement of the Department of Public Instruction. The Academy is prepared to operate

in accordance with all applicable state and federal requirements for charter schools.

The mission of the Academy is to create a democratically structured environment that fosters students' natural curiosity, creativity, and self-awareness and teaches students to take initiative and assume responsibility for their own learning in order to support constructive interaction the local, regional, and global community.

The Academy's vision is to bridge the gap between the school and community with a grades 6 - 12 program for approximately 450 students where children and adults, school and community, work together to understand and interpret our relationship with the world around us. Students will graduate from the Academy meeting or exceeding state and national standards; prepared for adult life, including the possibility of post secondary education; possessing effective leadership and communication skills; possessing critical thinking skills; and with the desire to be life-long learners.

The Office of Charter Schools believes that the Academy program has the potential to make a positive difference in the educational lives of Milwaukee's children and is worthy of UWM charter status.

I am requesting that this be placed on the agenda for the Board of Regents Education Committee meeting in April 2006.

A copy of the contract is attached and is also being transmitted electronically to Janice Sheppard of UW System Academic and Students Services and to Pat Brady of UW System Office of the General Counsel.

If you have questions, please feel free to contact my office at 414-229-4501 or Professor Robert Kattman, Director, Office of Charter Schools at 414-229-4682.

cc: Carlos Santiago, Chancellor
Kirstin Goetz, University Legal Counsel
Robert Kattman, Director, Office of Charter Schools

CHARTER SCHOOL CONTRACT

THE BOARD OF REGENTS
OF THE
UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)

AND

ACADEMY OF MILWAUKEE INC.

CHARTER SCHOOL CONTRACT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)
AND
ACADEMY OF MILWAUKEE INC.

This Contract is made by and between the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), located at P.O. Box 413, Milwaukee, WI 53201, and Academy of Milwaukee Inc. (the “Grantee”), located at 1835 West Meyer Ln. #17203, Oak Creek, WI 53154.

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

Whereas, the Chancellor of the University of Wisconsin-Milwaukee is authorized by s. 118.40(2r)(b), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board of Regents of the University of Wisconsin System; and

Whereas, on _____ the Board of Regents of the University of Wisconsin System has approved (i) the Chancellor’s grant of a charter to the Charter School to the Grantee and (ii) the Chancellor’s entering into this Contract with the Grantee for operation of the Charter School; and

Whereas, the University of Wisconsin-Milwaukee has established the Office of Charter Schools to serve as the University’s administrative unit to implement the provisions of s.118.40, *Wisconsin Statutes*, and to carry out the University’s oversight responsibilities under the statute; and

Whereas, it is the intention of the Chancellor of the University of Wisconsin-Milwaukee to grant charter school status to qualified non-profit organizations that can bring quality educational services to the children residing within the City of Milwaukee, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the mission of the University of Wisconsin-Milwaukee includes research and the dissemination of knowledge that results from research, and the particular mission of its School of Education is research on reforms in urban education; and

Whereas, the Office of Charter Schools has been organized to cooperate with community organizations, parent groups, educators and other individuals who are committed to improving the quality of education for children in the City of Milwaukee; and

Whereas, the Parties (as defined below) 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. (2r)(b), and additional provisions as authorized by sub. (2r)(b);

NOW THEREFORE,

- A. As contemplated under Wis. Stat. § 118.40(2r)(b), the Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), hereby establishes by charter the Charter School to be known as Academy of Milwaukee; and
- B. The Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), hereby enters into this Contract with Academy of Milwaukee Inc. and thus hereby authorizes the Grantee to operate the Charter School; and
- C. In consideration of this grant, the Chancellor, on behalf of the University of Wisconsin - Milwaukee and with the approval of the Board of Regents of the University of Wisconsin System, and the Grantee (each as defined below), 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 law 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) “Chancellor” means the Chancellor of the University of Wisconsin-Milwaukee or any designee of the Chancellor.
- (4) “Office” means the Office of Charter Schools at the University of Wisconsin-Milwaukee, and for the purposes of this contract, is a designee of the Chancellor.
- (5) “Charter School” and “School” mean a school to be known as Academy of Milwaukee, which is under the control of the Grantee, a Wisconsin nonstock, nonprofit corporation.
- (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 Milwaukee Public School District, which is a First Class City School System operating pursuant to Wis. Stat. ch. 119, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- (9) “Grantee” means Academy of Milwaukee Inc., a nonprofit, nonstock corporation duly organized and existing under the laws of the State of Wisconsin.
- (10) “Parties” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Grantee, through their designated representatives.
- (11) “University” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Chancellor acting as the Board’s representative.
- (12) “School Board” means the Board of Directors of Academy of Milwaukee Inc.

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(2r), the University, with the approval 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 Chancellor shall exercise all oversight responsibilities as set forth in this Contract.
- (3) The Chancellor may conduct research as set forth in Article Eight and elsewhere in this Contract.

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.

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(2r)(b)1. to 14., the Grantee hereby agrees to operate the Charter School in compliance with all of the following specifications:

- (1) The name of the person who is seeking to establish the Charter School:

Board of Directors, Academy of Milwaukee Inc.

- (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:

Tarik Celik will be the Executive Director of the Academy of Milwaukee. The Executive Director is in charge of the academic, financial, and administrative programs of the Charter School. The School will hire a principal, who will serve at the direction of the Executive Director and at the pleasure of Academy of Milwaukee Inc.'s Board of Directors. The principal will deal with daily administrative and academic issues and report to the Executive Director. The Executive Director will report to the Board of Directors. All teachers, other academic personnel, and administrative personnel will report to the principal or to his/her designee.

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.

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

Academy of Milwaukee is a college preparatory middle and high school with a rigorous and innovative academic program. Academy of Milwaukee will be located in Milwaukee, Wisconsin and have a maximum enrollment of 450 students in grades 6-12. Academy of Milwaukee will provide students with an educational program that will emphasize mathematics, science and technology.

Academy of Milwaukee will set high standards for student achievement, guided by the State of Wisconsin Model Academic Standards and required assessments. The School's focus is to bring its own instructional approach to helping students achieve the appropriate academic outcomes set forth by the Department.

Academy of Milwaukee will ensure that all students master and excel in all areas of the State of Wisconsin Model Academic Standards and objectives at the appropriate grade level or better.

In addition to intensive support for mathematics and science achievement, Academy of Milwaukee will utilize a rigorous college-preparatory curriculum in the subjects of English/language arts, social science, physical development/health, fine arts, and foreign language. Students will be given the opportunity to experience a variety of learning environments outside of the School to strengthen their content and skill acquisition in each learning standard. Foreign language goals will be addressed through courses in languages other than English.

Academy of Milwaukee will provide a hands-on, engaging science-oriented curriculum and will work to increase the number of students meeting and exceeding State standards in science. Students who perform well in science will be given the opportunity to participate in science fairs locally, nationally, and internationally.

- (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, is described in its Curriculum Plan and Instructional Methods attached hereto as Appendix A.
- (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 District shall customarily transmit such data.
 - (b) With respect to examinations required under Wis. Stat. § 118.30(1r), the Parties hereby agree that, if the District's Board of School Directors shall develop or adopt any of its own examination(s) (in lieu of the Department's examination(s)) for administration to the District's pupils, the Charter School may elect to administer and transmit testing data for either the Department's or the District's examination(s). In that event, the Charter School shall provide the Office six months' notice of its plan to use such examination(s) and shall give the Chancellor a timely opportunity to comment on the intended change.
- (6) The governance structure of the School, including the method to be followed by the School Board to ensure parental involvement:

Academy of Milwaukee Inc. will be governed by a Board of Directors whose ultimate responsibility is to uphold the School's mission. The Board of Directors

will oversee overall operation of the School, decide major policy matters, including the School's strategic plan and operating budget, elect new board members and officers, appoint, support, and evaluate the Executive Director and the principal of the School, and appoint committees. The Board of Directors will assess the performance of the School as a whole according to internal and external accountability goals. The Board of Directors will meet monthly during the school year, with the President presiding over meetings, and will include an executive committee and several other special purpose committees.

The number of members of Academy of Milwaukee Inc. Board of Directors shall be at least seven but shall not exceed nine. Each member will serve a two-year term not exceeding five terms. A majority vote of all the remaining members of the board may fill any vacancy.

Parental Involvement

Parental involvement is a crucial factor in the School's success. Each full-time teacher will mentor a number of students, monitor their progress in each subject, and contact their parents regularly. Teachers will invite parents to the School, and if they cannot make it, teachers will visit them in their homes during scheduled visits. The following actions will be taken to improve the communication and partnerships with parents:

- The School will hold annual open houses.
- The School will organize orientation for parents and students each August.
- The School will hold parent-teacher conferences (four times per school year).
- The School will publish a clear policy welcoming parental involvement, publicize it, and post it prominently in the School building(s).
- The School will ensure that the main office is friendly and open and that parents are treated with respect and are not kept waiting.
- The School's web page will be used to provide information to and communicate with parents.
- The School will sponsor annual parent-to-parent events.

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

Academy of Milwaukee Inc. will adhere to relevant Wisconsin and federal laws in its hiring and employment practices.

For the Executive Director position, the Board of Directors requires two years of charter school experience, at least three years of teaching experience, leadership skills, and experience with planning, budgeting, facilities management, scheduling, staff development, and supervision and evaluation of staff.

For the Principal position, the Board of Directors requires that the Principal be licensed by the Department and have at least two years of charter school experience with at least one year administrator experience, at least five years of

teaching experience for middle and high school, leadership skills, and experience with planning, budgeting, facilities management, scheduling, staff development, and supervision and evaluation of staff.

It is the responsibility of the Executive Director to recruit and hire the best-qualified personnel to meet the School's educational and administrative needs. 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 that 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:

The School will comply with State requirements regarding students' health examinations and immunizations. Students must have all required immunizations and examinations or those students will be excluded from School until such requirements are met. Academy of Milwaukee will organize seminars to educate students, parents, and staff about health issues. Academy of Milwaukee will also implement the following safety measures.

- Academy of Milwaukee will install a metal detector(s) at the main entrance to secure safety in the building.
- School visitors will be required to immediately report to the main office and obtain a Visitor's Pass, which they must wear visibly while in the building. Unless known to the staff, the visitor will be escorted through the building.
- Video cameras will be placed throughout the School's common areas and at the main entrance in order to keep surveillance of the School.
- The School will hold random locker searches, which the principal or his/her designee will direct.
- The Principal or his/her designee will rotate in the hallways and be available for assistance.
- During breakfast and lunch hours, teachers will be assigned to breakfast and/or lunch duty in order to provide a safe place for the students to eat.
- Seminars will be organized to educate students, parents and staff on safety issues.

The Charter School shall also comply with all Applicable Laws. In addition, Wis. Stat. § 118.32, which prohibits a strip search of a pupil, shall apply to the Charter School.

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

Academy of Milwaukee Inc. will advertise to the public through as many available ways as practical, including but not limited to the following:

- Organizing open house meetings
- Posting and distributing flyers in various communities
- Advertising through media (TV, radio, and local newspaper)
- Attending community organizations' meetings of all kinds
- Direct mailings
- Visiting public and private elementary schools in the neighborhood
- Visiting after-school programs
- Organizing presentation in youth and community centers
- Attending businesses' and civic organizations' meetings

Academy of Milwaukee Inc. will design and use an online school program within its website to give prospective Academy of Milwaukee parents and students information about the School. The website will allow parents to complete an admission application online.

Academy of Milwaukee Inc. will not discriminate against any students because of their intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, or on any other ground that would be unlawful.

(10) The requirements for admission to the School:

Pursuant to Wis. Stat §118.40(2r)(c), only pupils who reside in the District in which the Charter School is located may attend the Charter School. Academy of Milwaukee shall be open to all students who reside in the District who qualify for admission under Wis. Stat. §118.40(2r)(c)2. Academy of Milwaukee Inc. will not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, religion, ancestry, or athletic performance. A condition of admission is that students and their families sign a Letter of Commitment to support the mission of the School.

Lottery: If the applications exceed space available in any given grade level, the School shall use a random selection process (lottery) to determine admissions. Students and their parents will be notified in writing of their initial enrollment status within one-week after the lottery. Students whose names are drawn in the lottery must confirm their intention to enroll within the time allotted in their notification of admission. When one student from a family is admitted, any remaining students from that family will also be admitted. A waiting list will be maintained in order drawn by lot for the admission of students at the oversubscribed grade level should space become subsequently available during the school year.

The Grantee acknowledges and agrees that, if the School receives funds under the federal Public Charter School Program, it must use a lottery to admit students if

the School is oversubscribed, in which case the Grantee agrees to hold such lottery no later than 30 days prior to the start of each academic year.

- (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, including a list of the revenues and expenditures in each of the following categories and subcategories, 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 on June 30.

(a) Total Revenue

- (1) State aid
- (2) Federal aid
- (3) Other

(b) Total Expenditures

- (1) Instruction
- (2) Pupil services including special education
- (3) Instructional support including curriculum development, library/media and faculty/staff development
- (4) School Board
- (5) Administration
- (6) Facilities
- (7) Transportation
- (8) Food service
- (9) Debt service
- (10) Uncategorized

- (12) The procedures for disciplining students:

(a) Academy of Milwaukee Inc. will use its Student Handbook to delineate the responsibilities and unacceptable behavior of all the members of the School community. The handbook will be distributed to parents and students at the beginning of each school year and will include, at a minimum, a description of the School's disciplinary procedures and appeal procedures as set forth in this Contract. The Student Handbook is subject to change every year. The final version of the student handbook will be provided to the Chancellor at the beginning of each school year and will be subject to the approval of the Chancellor.

(b) Disciplinary actions will include, but are not limited to, the following:

- Additional assignments to be completed at home and/or at school
- Detention after school
- Mandatory homework study hall after school
- Loss of incentives and school trips
- Parent conferences
- Suspensions
- Expulsions

(c) Procedures for Imposing Suspensions or Expulsions.

The Executive Director, School Principal, or their designee may suspend a student from School for up to 10 days or expel a student. Before imposing a suspension or an expulsion, such individual shall verbally inform the student that s/he is considering a suspension or expulsion and the reason or reasons for it. The student shall be given an opportunity to deny or explain the circumstances. If a suspension or expulsion is imposed, the School administration shall immediately notify the parent(s) or guardian(s) in writing that the student has been suspended or expelled from school, the reason(s) for the suspension/expulsions, the date(s) of the suspension/expulsion and the appeal procedure. Where possible, notification also shall be provided by telephone if the School has been provided with a contact telephone number for the parent(s) or guardian(s).

(d) Appeal processes for disciplinary actions:

- (1) In-School Disciplinary Actions. Should a parent or guardian disagree with disciplinary action of the School, other than suspensions or expulsions, the parent may appeal to the Principal by arranging an appointment with or by writing to the Principal. If the parent is dissatisfied with the result of the appeal to the Principal, the parent may appeal to the Executive Director. Appeals to the Executive Director must be filed in writing, within three school days of receipt by the parent of the Principal's decision on appeal. The Executive Director's decision is final as to in-school disciplinary actions.
- (2) For Suspension. Parents/guardians may appeal a suspension within three (3) school days of receiving notification of the imposition of the suspension. This appeal will be made to the Principal, and may be made by arranging an appointment with the Principal or providing a written appeal statement to the Principal. The Principal will issue his or her decision on appeal within two (2) school days of his or her meeting with the parents or receipt of the written appeal statement. If parents/guardians are dissatisfied with the Principal's decision on appeal, they may appeal in writing to the Executive Director within two (2) school days. If

parents/guardians are dissatisfied with the Executive Director's decision, they may appeal in writing to the Board of Directors of the Academy of Milwaukee Inc. within two school (2) days.

- (3) For Expulsion. Parents/guardians may appeal an expulsion within three (3) school days of receiving notification of the expulsion being issued. This appeal will be made to the Principal by providing a written appeal statement to the Principal. The Principal will issue his or her decision on appeal within two (2) school days of his or her receipt of the written appeal statement. If parents/guardians are dissatisfied with the Principal's decision on appeal, they may appeal in writing to the Executive Director within two (2) school days. If parents/guardians are dissatisfied with the Executive Director's decision, they may request a disciplinary hearing before the Academy of Milwaukee's Board of Directors, which will be held within five (5) school days of the appeal being made. The Principal will provide written notice of the hearing to the parent/guardian, including the specific grounds and the particulars of the student's alleged conduct upon which the expulsion proceeding is based; the time and place of the hearing; and that the board of directors shall keep written minutes of the hearing.
- (e) Disciplinary Procedures for Students with Disabilities. Students with disabilities have the same rights and responsibilities as other students and may be disciplined for the same behavioral offenses listed above. If a student with disabilities has an IEP that includes disciplinary guidelines, that student will be disciplined according to those guidelines as required by IDEA. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policy as identified in Student/Parent handbook.
- (f) In addition, Wis. Stat. §118.31, which prohibits corporal punishment of pupils, shall apply to the Charter School.
- (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: Under Wis. Stat. § 118.40(6), no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend the 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:

The Academy of Milwaukee Inc. will lease or purchase an appropriate School facility, which will include a gymnasium/cafeteria facility. 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 minimum liability insurance coverages with limits in respect to the Charter School as set forth below:

	<u>Coverage Type</u>	<u>Minimum Limit</u>
A.	Fidelity Bond Coverage (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
B.	Worker's Compensation	
	Worker's Compensation	Statutory Coverage
	Employer's Liability Limits:	
	Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (which must delete any X, C, and U exclusions and 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
	General Aggregate	\$3,000,000
	Products-Completed	
	Operations Aggregate	\$3,000,000
	Medical Expense	\$5,000
D.	Auto Liability	
	Combined Single Limit	\$1,000,000 each accident
E.	Umbrella (providing excess employer's liability, general liability and auto liability coverage)	
	Each Occurrence Limit	\$5,000,000
	General Aggregate Limit	\$5,000,000

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

Aggregate Limit	\$2,000,000
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The “Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee” shall be named as an additional insured under the insurance policies described in section 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 UWM Office of Charter Schools, Enderis Hall Room 582, P.O. Box 413, Milwaukee, WI 53201. 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. Workers Compensation	Statutory Coverage
B. Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000
Products-Completed	
Operations Aggregate	\$1,000,000
C. Automobile Liability	
Combined Single Limit	\$1,000,000

In addition, for high risk subcontractors providing the following 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 require subcontractors to provide a certificate of additional coverage for the coverage and in the amounts described in the UW-System Risk Management Manual, the relevant portion of which is attached hereto at Appendix B. Should the Grantee be unable to obtain proof of insurance as required in this subsection from a particular subcontractor, 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.

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.

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, ancestry, pregnancy, marital or parental status, 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 and which may include, but is not limited to, the following laws:

- (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);
- (8) Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*;
- (9) Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655; and
- (10) No Child Left Behind Act of 2001, 20 U.S.C. §§ 6301-6578, and its implementing regulations, 34 C.F.R. § 200 *et seq.*

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. In particular, the Grantee agrees to comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the No Child Left Behind Act of 2001 (the “NCLB”) and its implementing regulations established by the U.S. Department of Education, which currently include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if the Grantee is identified for school improvement, and meeting the highly-qualified teachers and paraprofessional requirements. The University represents that it has fully complied with all Applicable Laws relating to the establishment of this Charter School.

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 and volunteers engaged at the Charter School as teachers or otherwise having access to pupils, and shall not assign any employee 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 or volunteer which would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee or agent, including volunteers. For purposes of this Section, “volunteer” shall mean a non-paid person who serves at the Charter School and who provides services on a regular and ongoing basis for more than 5 hours per calendar week, but shall not under any circumstances include any parent of a student enrolled in the Charter School, unless the parent is employed by 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 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 4.5 [Omitted.]

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 Chancellor 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 Chancellor 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 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 release 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, including a report of the Charter School's revenues and expenditures in each of the categories and subcategories listed in Section 3.1(11), 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 the management companies' expenditures on behalf of the Charter School.

- Section 4.12 School Year Calendar. The calendar for each school year shall be submitted to the Office no later than the prior June 1 and shall be subject to the approval of the Chancellor or Chancellor's designee. If the Chancellor or Chancellor's designee 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 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 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.

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 Chancellor 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 Chancellor or the Chancellor's designee shall have approved (or be deemed to have approved) the same. The Chancellor or the Chancellor'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 Chancellor or the Chancellor's designee does not within such 30 Days object in writing to the proposed contract, the contract shall be deemed approved. If the Chancellor or the Chancellor's designee rejects the proposed contract, however, the Chancellor or the Chancellor'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 remodify) the proposed contract and continue submitting the modified contract for the approval of the Chancellor or the Chancellor'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 Chancellor in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the Chancellor or the Chancellor'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 Chancellor shall notify the Department in a timely fashion of the Grantee's eligibility for funds under Wis. Stat. § 118.40(2r)(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(2r)(e) and applicable rules and policies of the Department.

Section 5.3 Performance Evaluation.

- (1) The University shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder, and market focus, information and analysis, process management, and organizational performance results as set forth in the Educational Criteria for Performance Excellence of the Baldrige National Quality Program. A description of the specific measures that shall be used to evaluate such areas shall be provided to the Grantee annually, no later than 60 days prior to the start of each academic year.
- (2) The Grantee shall provide to the University the following required reports, at the times described below:
 - (a) Strategic Plan. The Grantee must provide a strategic plan to the University by August 1 prior to the first year of the operation of the Charter School.

The strategic plan should specify the mission and vision of the school, identify the target population of students, and establish strategic goals for the development of the school. The Grantee shall resubmit the strategic plan to the Office upon each revision. In addition, a revised strategic plan must be submitted to the Office by August 1 immediately following any renewal of the initial term of the Contract.

- (b) School and Organization Profile. No later than August 1 of each school year, the Grantee shall submit to the Office a school profile which provides general information about the school and its operations.
- (c) Annual School Accountability Plan. No later than August 1 of each 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 has not made Adequate Yearly Progress (“AYP”) under the NCLB, as determined by the State of Wisconsin, this plan shall include a detailed description of the Grantee’s plans to implement any of the responsive and/or corrective requirements of the NCLB in the following school year.
- (d) Annual School Accountability Progress Report. No later than July 1 of each 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. This report shall include a description of how the Charter School is or is not meeting the State of Wisconsin’s definition of AYP under the NCLB and, if the Charter School has not made AYP in the past, a detailed description of the Charter School’s compliance with the responsive and/or corrective requirements of the NCLB in 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 30 immediately preceding the beginning of each such academic year.

Section 6.2 Other Notices.

- (1) Agendas and Meetings. If the Charter School shall itself be constituted as a corporation, it 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 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.

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 [Omitted.]

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 (together “the board members”) 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 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 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 nor 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 Chancellor, nor may the name, logo, or other mark designating the Board of Regents of the University of Wisconsin System 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 document 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 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).

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, 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 (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) Pupil Testing. The University may seek to administer to each pupil of the Charter School (other than kindergarten pupils), in connection with the pupil’s first

enrolling in the Charter School, a one-time examination designated by the University. Such examination shall be administered at the University's sole expense and shall not materially interfere with the orderly and efficient operation of the Charter School. The results of any such examination shall be promptly shared with the Grantee.

- (3) 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.
- (4) Research Observers. As contemplated by the assessment protocols set forth in Appendix C, 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. Costs and expenses incurred for the evaluation activities of such observers shall be reimbursed to the University as part of the reimbursement owing under Section 4.6 of this Contract.

ARTICLE NINE

REVOCATION OF CONTRACT BY THE UNIVERSITY

Section 9.1 Events of Default by Grantee. This Contract may be terminated by the University under procedures in Section 9.2 if the University finds that any of the following Events of Default have occurred:

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or have failed to achieve AYP, as determined by the State of Wisconsin, pursuant to the federal NCLB, for 3 consecutive years;
- (2) The Grantee has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (3) The Grantee is insolvent or has been adjudged bankrupt;
- (4) The Grantee's directors, officers, employees, or agents provided the University false or intentionally misleading information or documentation in the performance of this Contract;
- (5) The Charter School has failed materially to comply with Applicable Law;
- (6) The Charter School has violated Wis. Stat. § 118.40 *et seq.*;

- (7) The Grantee defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- (8) 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 Chancellor determines that any of the Events of Default set forth in Section 9.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the University 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.
 - (a) If the University shall elect to exercise superintending control pending investigation of the pertinent charge, the University shall give the Grantee written notice of the investigation, shall commence such investigation immediately, shall permit the Grantee fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
 - (b) Upon completing its investigation, the University shall promptly deliver to the Grantee in writing either (i) a notice of immediate termination on the bases set forth in this Section 9.2, (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 Chancellor determines that any of the Events of Default has occurred but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the University 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 Chancellor.
 - (a) If the Grantee shall not so cure or otherwise remedy the specified Event(s) of Default, the University may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 - (b) If the University shall so terminate this Contract, termination shall become effective at the end 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 Chancellor 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 or 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 than ensures their confidentiality.
 - (a) Administrative and Personnel Records. Upon termination or 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 or 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 or 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 University-chartered Charter Schools.

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 of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate;
- (2) The Grantee's Operation or Management Contract with a third-party provider of educational management services has been terminated;
- (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 has become insolvent or been adjudged bankrupt; or
- (6) The University 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 Chancellor 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) As to the Event(s) of Termination set forth in Sections 10.1(1)-(2) and (6), the Chancellor 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 Chancellor receives the Grantee's notice, the Chancellor 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 Chancellor's determination are not delivered to the Grantee in writing within 30 days after the Chancellor receives the Grantee's notice, the Grantee's notice shall be deemed an approved basis for termination.

- (3) Automatic Termination. As to the Event(s) of Termination set forth in Sections 10.1(3)-(5), termination shall be effective on the date set forth in the Grantee's notice under Section 10.2(l).

Section 10.3. [Omitted.]

Section 10.4. 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, 2006 and continue for a period of five years. If the Grantee is unable to meet the opening requirements of section 7.4 of this Contract by the required deadlines, this contract term will begin July 1, 2007 and continue for a period of five years. If the Grantee is subsequently unable to meet the opening requirements of section 7.4 of this Contract by the required deadlines for opening in Fall 2007, the Grantee will be in default pursuant to section 9.1(8) of this Contract. During the third full year of this Contract the University shall conduct a review of the Charter School's performance to date. The University shall specify in writing for the Grantee the subjects of the review at least 3 months prior to the beginning of the third full year of the operation of the Charter School. The University shall complete the review and shall issue a written report by the end of the third full year of the Contract. Results of the review shall serve as the basis for the University 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: Curriculum Plan and Instructional Methods

Appendix B: Part 4.D of the UW System Risk Management Manual, Vendor Certificates of Interest

Appendix C: Statement of Anticipated Performance Measurers and Required Reports

Appendix D: School Opening Checklist

- 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, 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 against any and all liability, claims, demands, and causes of action (including reasonable attorneys fees) which arise out of, occur in connection with or are in any way incident to the Grantee, its contractors, subcontractors or agents' performance of obligations under this Contract.
- 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: Tarik Celik, Executive Director
Academy of Milwaukee Inc.
1825 West Meyer Ln. Apt. #17203
Oak Creek, WI 53154

with a copy to: Gilbert J. Berthelsen
VonBriesen & Roper, S.C
One Main Centre
Racine, WI 53403

To Office: Director
UWM Office of Charter Schools
Enderis Hall 582
P.O. Box 413
Milwaukee, WI 53201

with a copy to: Director
UWM Office of Legal Affairs
Chapman Hall 380
P.O. Box 413
Milwaukee, WI 53201

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 UNIVERSITY:

Signature

Signature

President
Title

Chancellor
Title

Date

Date

APPENDIX A

CURRICULUM PLAN AND INSTRUCTIONAL METHODS

CURRICULUM

Academy of Milwaukee will align its curriculum with the State of Wisconsin Model Academic Standards. The rigorous college-preparatory curriculum will create high expectations for student achievement in language arts, mathematics, social science, physical development/health, fine arts, and foreign language. Students will be provided opportunities to experience a variety of learning environments outside of the School that strengthen their content and skill acquisition. For example, students will be encouraged to participate in projects of visual, dramatic, and music/dance related arts through partnerships with Milwaukee's arts organizations. Students will have opportunities for physical health and development through organized athletic games and competitions. Literary and language mastery will be cultivated through poetry readings, book discussion, and literary analysis groups. Foreign languages experiences will be augmented with opportunities for intensive cultural immersion field trips to countries where that language is spoken. Trips to other countries will be available to foster global awareness and understanding, as well as strengthen foreign language acquisition.

High School Graduation Requirements

Subject	Units of Credit
Language Arts	4 Credits
Social Studies	3 Credits
Mathematics	2 Credits
Science	2 Credits
Physical Education	1½ Credit
The Arts	1 Credit
Health	½ Credit
Electives	8 Credits
Total	22 Credits

The Academy expects its graduates to demonstrate a mastery of specific subject competencies as follows:

English Literature: In the area of English literature, students will: • Understand and appreciate literature and the arts as expressions of and ways to interpret the human experience. • Obtain meanings from a variety of complex texts. • Be well read as demonstrated by reading a variety of literary works representing different genres. • Make informed interpretations of the purpose and meaning of literary works. • Convey interpretations of personal experience gleaned from literature. • Explain how literature from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions. • Evaluate how the form and content of a literary work contributes to its message and impact.

History: In the area of history, students will: • Understand and apply civic, historical and geographical knowledge in order to become a citizen in a diverse world. • Apply information, concepts and perspectives from the history of our nation and the history and development of other nations. • Deliberate on public issues, which arise in a representative democracy. • Use historical research to ask and answer questions about the past. • Recognize that regions can be defined in cultural, physical or political terms. • Accurately interpret and summarize information from maps, charts and graphs. • Understand the building blocks of representative government. • Understand the evolution of early civilizations and the development of new ideas, institutions and systems of thought. • Recognize that events in the past inform the present. • Understand the rich and varied achievements of diverse peoples.

Mathematics: In mathematics, students will: • Construct mathematical models. • Use a variety of problem solving strategies. • Use advanced computing procedures. • Understand and apply advanced properties of numbers. • Understand and apply advanced methods of measurement. • Understand and apply advanced concepts of geometry. • Understand and apply advanced concepts of functions and algebra. • Understand and apply advanced concepts of probability and statistics. • Understand and apply advanced concepts of data analysis.

Science: In science, students will: • Analyze real world phenomena using scientific concepts, principles, and processes (e.g. cause and effect, energy, systems). • Use the scientific method to ask and answer questions about the world. • Understand essential ideas about the composition and structure of the universe and the motions of objects in it. • Know basic earth, biological, physical and chemical concepts. • Understand basic concepts of matter and energy motion and forces.

Arts: In the arts, students will: • Participate in artistic activities. • Make informed interpretations of the purpose and meaning of artistic works. • Convey interpretations of personal experiences in expressive forms. • Explain how art from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles, and contributions. • Explain how the form and content of an artistic work contributes to its message and impact. • Explain the role of the artist in providing service to the community and world.

Foreign Language: In the area of communicating in a foreign language, students will: • Obtain sufficient verbal fluency and written proficiency to communicate effectively in a foreign language. • Understand and appreciate the culture underlying a foreign language.

Technology: In the area of technology, students will: • Use technology to increase learning. • Understand and use current word processing systems. • Understand and use current spreadsheet software. • Understand and use current database software. • Understand and use current presentation software. • Understand the uses of a networked system and the internet. and • Understand how technology can be of service to the community.

INSTRUCTION

Teachers will use a variety of instructional methods to ensure mastery of appropriate skills, ideas, and knowledge for all students, regardless of race, gender, or socioeconomic background. Students will be expected to set long-term and short-term measurable goals for every aspect of their School life.

A thematic approach will be used as the basis for planning each five-or six-week academic term. Theme topics will be driven by student interest. Once a theme topic is chosen, group members will determine a variety of activities which require learning in areas across the curriculum. Students will choose several activities to complete based on time constraints, group and individual interest, availability of community resources, and general compatibility with the School program.

Modular instruction will be utilized to create learner-centered, self-directed experiences designed for individuals or small teams. Cooperative learning teams will be randomly selected to require collaboration among students with diverse backgrounds. Individual and group evaluation measures will be used to ensure fairness.

Individualized instruction will be accommodated in the group setting because of the favorable student teacher ratio. An education plan will be created for each student according to his/her needs. Students will be provided opportunities to learn through a multi-sensory approach utilizing audio, visual, tactile, and kinesthetic activities. Students will be guided through a process of determining which learning style is best suited to their needs.

At-Risk Students – Personal Development Model: The Academy's program will enormously benefit students at risk of academic failure in a number of important ways, including: individual attention, extensive tutoring, participation in academic competitions, and personal education plans. In order to minimize risk of student failure, each full-time teacher will mentor a cohort of students, monitor their progress in each subject, and contact their parents regularly. Teachers will invite parents to the School and if they cannot make it, teachers will visit them in their homes during scheduled visits. When a student is identified as "at-risk" of not completing their education based on factors such as poor School performance, poor attendance, behavioral difficulties, or economic or environmental disadvantage, they will be referred to the appropriate grade chair. The grade chair after discussions with other grade level teachers will recommend additions to the student's personal education plan that will be specifically designed to provide appropriate interventions.

Special Education – Inclusion Model: Special education programs and services at the Academy will be provided in accordance with federal laws and regulations and the student's individualized education program (IEP). To the maximum extent appropriate, students with disabilities will be educated in regular classrooms with non-disabled students. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Students with disabilities will have an equal opportunity with students in the regular education program to participate in and, where appropriate, receive credit for, nonacademic, extracurricular and

ancillary programs, services, and activities. Students with disabilities will receive the same notices concerning School-sponsored programs, activities and services as other students. Such programs, services and activities include, but are not limited to: art and music, counseling services, health services, transportation, recess and physical education, field trips and other recreational activities, School-sponsored clubs or groups.

English as a Second Language – Transitional Immersion Model: The Academy will follow a plan of structured English language transitional immersion. ELL (English Language Learner) students will receive the same academic content as those students who are non-ELL students. All instruction will be in English, however, the level of English used for instruction—both verbal and written—will be modified for any ELL student if necessary. The Academy will ensure that ELL students will not be excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction, and also that LEP (Limited English Proficiency) students will not be assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the School in their native language so that Academy of Milwaukee will be able to encourage the participation of all parents, regardless of their home language, in the School community.

Gifted and Talented Students: The Academy's definition of "Gifted & Talented Students" is: a gifted student is one who shows the potential for performing at an advanced academic level and is identified by his or her teacher, parent, or self as having outstanding potential for achievement. This student can be further recognized as a student whose academic needs cannot be fully met within the confines of regular classroom placement, and/or grade level curriculum. To be identified as gifted and talented students must meet the criteria in the following areas: Students scoring Advanced level in WKCE-CRT (Wisconsin Knowledge and Concepts Examinations-Criterion Referenced Test) and above grade level in TerraNova); Teacher Assessment - Consistently high in 5 out of 9 areas: attitude, effort, task commitment, portfolio, grades, work completion, leadership, organizational skills or study skills. The Academy will place exceptional students in the most enabling learning environment possible through special emphasis in the following fields: (1) emphasizing higher level critical thinking skills, problem solving techniques, and methods of inquiry; (2) planning assignments and activities that challenge the students to the fullest of their abilities; (3) providing in-class seminars for students to discuss topics and problems that they are pursuing individually or as members of learning team; and (4) working with individual students in planning of their own objectives and activities for learning. Students with special abilities and talents will also be encouraged to develop their abilities through extra-curricular activities such as participation in local, national, and international science and mathematics competitions. Students who demonstrate exceptional achievement will participate in the regular coursework and be encouraged to pursue additional learning opportunities appropriate to their skill level and expertise.

APPENDIX B

Part 4.D of the UW System Risk Management Manual on Vendor Certificates of Insurance is attached hereto.



PART 4 Miscellaneous Liability Issues

Subject: Vendor Certificates of Insurance

1. Purpose:

When an institution contracts with a vendor for materials, equipment, supplies, or services, that vendor's activities and the goods provided create an inherent liability risk to the institution. The goal of this program is to protect the institution from loss or exposure to loss resulting from any negligence on the part of an under/uninsured vendor who furnishes services to the institution. By obtaining an appropriate certificate of insurance and maintaining a current certificate of insurance on file, for a high risk procurement, the institution has evidence that insurance has been obtained which transfers risks associated with the business relationship with the vendor from the institution to the insurer.

This document reinforces and adds to policy as established under State Procurement PRO-D-34. Due to the uniqueness of some services provided to the UW System, System Risk Management has added six additional high risk services to the ones listed in PRO-D-34. These high risk service vendors are **required** to meet the certificate requirements as specified in PRO-D-34 and in this document for the additional service vendors.

2. Definitions:

Certificate of Insurance: A document issued by an insurer which evidences that an insurance policy exists and provides information such as insurer, insurance agency, insured, types of insurance, policy numbers, effective dates, limits, certificate holder, cancellation procedure, special Provisions, e.g., additional insured, and the name of the representative authorizing the policy.

High Risk Services Procurement: Means a contract or procurement that significantly increases the possibility of loss or exposure to loss to the University System from a third party.

Additional Insured: Affords the Board of Regents coverage under the vendor's policy including defense should the Board be sued based on the actions of the vendor.

Minimum Limits: Minimum specified limits must be received unless prior approval is received by the Purchasing Director. These limits may be reached by combining a commercial general liability policy limit with an umbrella policy limit. For example, a vendor may have a general/automobile liability policy with a \$500,000 limit and a \$1,000,000 umbrella. This total meets a \$1,000,000 general/automobile/umbrella requirement.

3. Vendors Insurance Program:

The Standard Limits are the minimum acceptable for any vendor, but there are specific requirements for vendors of high risk services that supersede the Standard Limits. Please

refer to PRO-D-34 and this document before specifying vendor coverage requirements. If commodity purchase requires installation of heavy equipment, contact Risk Management.

The following are criteria and a list of high risk services.

CRITERIA OF HIGH RISK SERVICES:

- Service presents a severe risk of injury or death to students, faculty, staff, and visitors.
- Service presents a severe risk of extensive property damage to institutionally or privately owned property.
- Service has a history of negligently causing injury or damage to property.
- Likelihood is great the service provider will have difficulty procuring and maintaining insurance because of the hazards of the work.

HIGH RISK SERVICES:

Air Charter

Ambulance Service

Asbestos Abatement Contractors

Building Remodeling and Construction

Custodial Services*

Day Care*

Elevator Maintenance

Manual Food Service*

Medical Services

Recreational Services/High Risk Entertainment-Speakers*

Refuse Transportation and Disposal

Security*

Transportation Services (of people)

Travel Services* (tours, agencies)

*** Denotes High Risk Service Vendors requirement unique to the UW System.**

HIGH RISK services, other than the above, are to be evaluated on a case-by-case basis.

The following pages delineate the requirements for each class of vendor and provide a list of vendor types for each class. Judgment must be used by the contract manager when dealing with vendors that are not specified on these pages.

Attention must be paid to the various outside contractors who service the institutions with respect to their insurance protection. Failure to monitor this exposure by the contract manager may result in substantial losses for the institution.

Certificates are required for all service vendors, however, high risk service vendors require receipt of the certificate and continued renewal of the certificate while the

contract exists. Internal audit will periodically sample the service contracts to ensure compliance.

4. Cancellation:

If a certificate of insurance is not received prior to issuance of the Purchase Order or is incomplete, notice should be given to the vendor indicating the certificate must be received by the contract administrator, via certified mail within 15 days or the contract will be canceled. See sample letter shown in Appendix 1. Receipt of one certificate from the vendor is all that is necessary for that one year, if the institution has multiple contracts with the vendor. However, the vendor must send a renewal each year or cancellation should take place. Appendix 2 is a sample letter for noncompliance after the 15 day period.

5. Procedures:

Specific procedures for the evaluation of vendor certificates of insurance exist at each institution and at the System level. System Risk Management considers the Additional Insured Provision an important condition to be stated on the certificate, especially with regards to our high risk service vendors. The following requirements may be used by the institutions as minimal guidelines and additional guidance may be obtained from System Risk Management as necessary.

Categories for high risk services require a certificate of insurance be in the contract administrator's possession before the purchase order is issued.

Standard Limits (Non High Risk Service Vendors)

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	Statutory Limits
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Limits For High Risk Service Vendors

Air Charter

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Aircraft Liability	
Piston	\$5,000,000
Jet	\$25,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and aircraft liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Ambulance Service

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	\$2,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Asbestos Abatement

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Contractor's Pollution Liability Insurance	
(With one year extended reporting period.)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Building Remodeling and Construction

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. <i>If hazardous substance is involved:</i>	
Contractor's Pollution Liability	
(With one year extended reporting period.)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Custodial Services

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000

D. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Day Care

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Elevator Maintenance - This applies to all passenger and freight elevators.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Manual Food Service - All contracts

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$100,000
C. Liquor Liability (When applicable)	\$1,000,000
D. Automobile Liability Combined Single Limit	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Medical Services (including optical and laboratory) - This applies to all contracted medical services including, but not limited to, assisted physician services, laboratory equipment maintenance and patient testing.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance (malpractice)	\$2,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile and professional liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Recreational Services/High Risk Entertainment-Speakers - This applies to a broad range of contracted services including, but not limited to, golf course management, carnival activities, pyrotechnical displays, audience participation activities, third parties hosting camps and clinics at our institutions, controversial speakers, and the like.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$2,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Umbrella Liability	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Refuse Transportation and Disposal

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000

- C. Automobile Liability
- | | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|
- D. Contractor's Pollution Liability (with 1 year extended reporting period)
- | | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |
- E. Additional Insured Provision:
- The vendor shall add the, "The State of Wisconsin, its officers, employees, and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Security

- | <u>Coverage Type</u> | <u>Minimum Limit</u> |
|---|----------------------|
| A. Worker's Compensation | REQ'D NO EXCEPTIONS |
| B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| C. Automobile Liability Combined Single Limit | \$1,000,000 |
| D. Professional Liability Insurance | \$1,000,000 |
| E. Additional Insured Provision: | |
| The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy. | |

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Transportation - *This applies primarily to the transport of people. If air transport see Air Charter.*

- | <u>Coverage Type</u> | <u>Minimum Limit</u> |
|--|----------------------|
| A. Worker's Compensation | REQ'D NO EXCEPTIONS |
| B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| C. Automobile Liability Combined Single Limit | |
| Wisconsin Combined Single Limit | \$2,000,000 |
| Interstate Combined Single Limit | \$5,000,000 |
| D. Additional Insured Provision: | |
| The contractor shall add the, "Board of Regents of the University of | |

Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and automobile liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Travel Services: *Tour Operators and Agencies - This applies to any organization that makes travel arrangements, including travel services, tour operators, etc., on our behalf.*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	**
(** not required but may be a consideration if bids are comparable and a bidder has the coverage.)	

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

6. Special Terms and Conditions

* On notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best Rating of A-, is licensed to do business in the State of Wisconsin, and signed by an authorized agent.

* All policies of insurance shall contain a covenant requiring sixty (60) days written notice by the insurer and sent certified mail to the contract administrator at the specific institution, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

* In the event of non-renewal, cancellation, or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may be cause for contract termination.

* In the event that the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

* The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by or result from the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

APPENDIX C

Statement of Anticipated Performance Measures and Required Reports

Date	Requirement Item
7/01	Annual School Accountability Progress Report
07/01	Annual School Calendar
07/01	Initial Building Title/Lease <i>(Provide again if changes are made)</i>
07/01	Insurance Coverage Summary/Certificate Coverage Period:
07/01	Internal Revenue Code 501(c)(3) <i>(Provide again if changes are made)</i> , and Non-Stock Corporation Organization Bylaws <i>(Provide again if changes are made)</i>
07/01	Vendor Subcontracts over \$5,000 <i>(Provide again if changes are made)</i>
07/01	PI-3200 Special Education Plan: Part I – Assurances, Part II – Narrative Part III – Certification & Entitlement
07/01	PI-9550 ESEA Consolidated <u>Application</u> : Title I, Title II, Title III, Title IV, Title V Federal Funds
08/01	Strategic Plan Initial: <i>(Provide updates whenever plan is modified)</i>
08/01	Annual School Accountability Plan
09/30	Annual Financial Audit
10/01	Staff Background Check Letter
10/01	PI-1567-A, Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students and FTE, Enrollment ____, FTE ____
10/31	School Performance Report
11/11	First Quarter Administrative Fee Payment
12/16	PI-1202 Fall Staff Report – Note: Due date changed as DPI completion dates are 11/11 – 12/15
12/31	Second Quarter Administrative Fee Payment
12/31	PI-2197-A Federal Collection: Special Education Child Count
02/01	PI-1567-B Second Friday January Pupil Count Report
03/31	PI-1215 Course Offerings (High Schools Only)
04/01	Next School Year Calendar
04/15	Third Quarter Administrative Fee Payment
04/15	WKCE Test Results: Data, ID Code and ID Code Verification
06/01	Projected Budget for Coming Year
06/01	Initial Building Occupancy <i>(Provide update if modified)</i>
06/15	Fourth Quarter Administrative Fee Payment
06/30	Current Board Membership Listing; Board Minutes <i>within 45 days of publishing</i>

APPENDIX D

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.

Sixty (60) Days Prior To First Day of School For Students and No Later than July 1:

- Documentation of the legal status under Wisconsin law
- Articles of incorporation
- Roster of school board officers and members
- School organization chart
- Name and vita of certified school administrator
- School administrator employment contract
- School site title or lease
- First year revenue and expenditure budget
- Documentation of funding required to open school
- Documentation of insurance coverage
- School calendar
- Complete school curriculum plan for students attending first year
- Marketing and recruitment plan
- Student enrollment plan
- Faculty and staff compensation plans
- Service subcontracts

Prior To First Day of School For Students and no later than August 1:

- School occupancy permit
- Name and license status of all known teachers and Title 1 aides
- Background screening report for all known employees

UNIVERSITY OF WISCONSIN SYSTEM ACADEMIC PROGRAM PLANNING AND ARRAY

BRIEFING PAPER

INTRODUCTION

In a recent article in *Trusteeship*, Hiram College trustee Dr. Roger Baldwin writes: “Next to hiring the president, a board’s most important responsibility is maintaining the integrity and health of its institution’s academic program.” It is also one of the most complex responsibilities and that complexity has increased as student needs, institutional needs, and state needs change and new needs emerge. This briefing paper provides an overview of some of these changes by focusing on the UW System’s program review process, recent program activity, degree-completion programs, and program array.

THE PROGRAM REVIEW PROCESS

The roles and responsibilities for academic program planning and review are specified in ACIS-1 and Chapter 36 of the Wisconsin Statutes. ACIS-1 assigns to UW System Administration the “responsibility for coordinating the program initiatives of the institutions in order to assure that initiatives are consistent with all mission statements and that they are consistent with the efficient and effective use of the resources of the UW System as a whole,” as well as to “avoid unnecessary duplication of educational opportunity and ... eliminate unnecessary duplication where it exists.”

Chapter 36 of the Wisconsin State Statutes assigns to the faculty “primary responsibility for academic and educational activities,” and directs that “chancellors of the institutions in consultation with their faculties shall be responsible for designing curricula and setting degree requirements . . .” The authority of the Board of Regents for educational programs is also found in Chapter 36. Among the Board’s responsibilities enumerated in Chapter 36 .09(1)(c) is to “determine the educational programs offered in the system...” Chapter 36 further provides that UW System Administration (UWSA) has the responsibility to recommend educational programs to the Board of Regents, which has final decision-making authority over program approval.

There are four major steps in the collaborative, Board-approved program planning process: (1) request from the institution for entitlement to plan a new academic program; (2) authorization by UWSA to implement the new program; (3) implementation of the program following Board approval; and (4) a comprehensive review of the academic program five years after its implementation, conducted jointly by UWSA and the institution.

Each of those steps may be described as follows, as either an institution, or a consortium of institutions plans a new program. An institution submits a brief request to the UW System Office of Academic and Student Services (ACSS) for entitlement to plan a new academic program leading to a degree. The request includes information concerning the need for the program, the relation to institutional mission, the projected source of resources, and the relation to other programs in the UW System and in the region. The request is reviewed by ACSS staff and is circulated to Provosts at all other UW institutions for comment. If the entitlement to plan is granted, the institution develops a proposal for authorization to implement the new program. The program proposal then undergoes several levels of review, including reviews by external

consultants, appropriate institutional governance bodies, and a Program Review Committee that consists of representatives from UW System Administration and the institution. If the program proposal receives positive reviews from these individuals and groups, the Provost of the institution requests authorization to implement the program. The program is reviewed again by ACSS staff and, following a positive decision, an Executive Summary of the program proposal is presented to the Board of Regents Education Committee for approval.

Once authorized to implement the program, the institution sets an implementation date. The final step in the approval of new academic programs is a joint review by ACSS and the institution, conducted approximately five years after the program is implemented. When the joint review is completed, the report is submitted to ACSS for formal action on whether to continue the program. If the program is approved for continuation, it is then placed into the institution's normal program review cycle.

RECENT PROGRAM ACTIVITY

Each year, ACSS prepares a report on program activity. The most recent report was presented in September 2005. Because institutions do not report program activity—i.e., consolidations, eliminations, redirections, etc.—until July of each year, that report will not be updated until September 2006. Since September 2005, the BOR has authorized five new programs and six programs have been implemented. Two of these programs, the Online MBA and the Doctor of Physical Therapy, are consortial programs. In addition, eleven new programs have been entitled by the Office of Academic and Student Services and are in various stages of development.

In recent years, and in the face of a more constrained fiscal environment and external pressures to produce more baccalaureate-degree holders in the state of Wisconsin, institutions have been asked to be responsive, innovative, and creative in terms of program and curricular development. Recent programs coming before the Board of Regents reflect the responsiveness and creativity of UW institutions to the changing needs of the state of Wisconsin and the global economy. In the 2004-2005 academic year, for example, ten new programs were implemented. Five of these programs related to health care. Of the 28 programs currently entitled, two are related to health care, ten are related to science and technology, and six are degree-completion programs.

DEGREE-COMPLETION PROGRAMS

There are two recent, somewhat related, areas of focus that have an impact on some of the new academic programs that are being developed. The first is the long-standing directive to UW System institutions to collaborate closely with the Wisconsin Technical College System. The *Study of the UW System in the 21st Century Report*, issued by the Board of Regents in June, 1996 directs “The UW System [to] create a seamless web of education by partnering with the Wisconsin Technical College System.” The Wisconsin Legislature and the business community, increasingly concerned about the wise use of resources, have directed additional attention to the need for closer articulation between the two systems of public higher education. UW System institutions have been very responsive to these demands. There are currently in excess of 450 WTCS/UWS transfer agreements, with more under development.

A second priority is the call from business and industry to work with them to improve Wisconsin's economy by aiding in the transition to a knowledge-based economy. An important

component of this initiative is to increase the educational attainment of Wisconsin's workforce, specifically to increase the number of baccalaureate degree-holders. The UW System is uniquely qualified to respond to this call. Several initiatives are moving forward, including increased transfer options for WTCS students as mentioned above. Additional strategies have been recommended and several UW System institutions have responded by developing what have come to be called degree-completion programs.

Bachelor degree-completion programs are designed for students who have completed Associate of Applied Science (AAS) programs at WTCS institutions and would like to complete a baccalaureate degree. These programs are different from other academic programs that have come to the Board of Regents for approval. In some cases, funding has been provided to institutions to support the planning and development of these programs. The curriculum includes courses completed at the technical college and courses provided by the UW System institution. Some of the programs are in fields with high student and labor market demand. Such programs will have a specific focus. Others are very general degree-completion programs, including Bachelor of Applied Studies and Bachelor of Applied Social Studies. These programs are designed to build on the skills of students from a number of technical areas by adding depth and breadth, and by providing courses designed to equip students with skills associated with the attainment of a baccalaureate degree: communication, critical thinking, problem solving, the ability to contribute to a team or a community, and pluralistic and global understanding of culture and society. In other words, these programs seek to prepare graduates to contribute to and be successful in the new knowledge economy.

As these new programs are designed and reviewed pursuant to the procedures described above, the faculty, institutional administrations, UW System Administration, and the Board of Regents have the same responsibilities as with other academic programs: to ensure that they are high-quality programs consistent with the institution's mission; that they assess the learning of their students; that there are adequate resources available which are sustainable over time; and that the success of the programs will be carefully evaluated. If each of these entities fulfills their statutorily designated responsibilities, it is assured that UW System graduates will continue to add value to the workplace, their communities, and the state.

CONCLUSION

The size of the UW-System academic major program array has been relatively steady, with around 1,100 bachelors, masters, doctoral, and professional programs across the system, and a net decline of six programs over the past ten years. Regent policy states that "future program development in the U.W. System will rely heavily on base budget reallocation and/or resource redevelopment at the institutional level," requiring that resources devoted to academic programs be reallocated from programs with declining need and demand to programs facing increased demand. Where appropriate, institutions have also looked to service-based pricing and other tuition strategies to support some newly adopted programs. However, only a small part of institutional program activity involves the creation of new academic programs. New sub-majors—e.g., minors, concentrations, and certificate programs—are added and deleted to respond to the dynamic needs of students and the state. Deliberate and comprehensive academic program planning and review remain critical during a period of declining resources, as the System seeks to ensure the continuation of a vibrant array of quality academic programs that meet the needs of students and the state.

EDUCATION COMMITTEE

Resolution I.1.f.(3):

That, upon recommendation of the President of the University of Wisconsin System, the Board of Regents accepts the 2004-2005 Minority and Disadvantaged Student Annual Report for submission to the Governor and to the Chief Clerk of each house of the Legislature, pursuant to s.36.25 (14m) (c), Wis. Stats., for distribution to the appropriate standing committee under s.13.172 (3) Wis. Stats.

2004-05 MINORITY AND DISADVANTAGED STUDENT ANNUAL REPORT

EXECUTIVE SUMMARY

BACKGROUND

The 2004-05 Minority and Disadvantaged Student Annual Report fulfills the requirement in Section 36.25 (14m)(c) of the Wisconsin State Statutes that the Board of Regents report annually on its pre-college, recruitment, and retention plan for multicultural and economically disadvantaged students. This is the seventh minority and disadvantaged student annual report under the Board of Regents-approved *Plan 2008: Educational Quality Through Racial and Ethnic Diversity*. The information contained in this report responds to the statutory requirement, and reflects some, but not all of the initiatives and activities in Plan 2008. The report includes information on the following:

- ❑ Pre-college initiatives and activities;
- ❑ Expenditures for multicultural and economically disadvantaged student programs;
- ❑ Student financial assistance data.

The UW System's complete plan for pre-college programming for, and the recruitment and retention of multicultural and economically disadvantaged students is incorporated in *Plan 2008: Educational Quality Through Racial and Ethnic Diversity*, in which the targeted race/ethnic groups include African Americans, American Indians, Hispanic/Latino Americans, and statutorily defined Southeast Asians.¹ A detailed evaluation of Plan 2008 was presented to the Board of Regents in October 2001, as required by Board policy. In April 2004, a review of all aspects of Plan 2008 Phase I (1999-2003), including recruitment and retention of multicultural students, was presented to the Board of Regents along with the M & D report.

REQUESTED ACTION

Approval of Resolution I.1.f.(3), accepting the 2004-05 Minority and Disadvantaged Student Annual Report and authorizing its submission to the Governor and the Chief Clerk of each house of the Legislature for distribution to the appropriate standing committees under s.13.172(3) Wis. Stats.

¹ By statute, Southeast Asians are defined as persons who were admitted to the United States after December 31, 1975, and who either are former citizens of Laos, Vietnam, or Cambodia or whose ancestors were or are citizens of Laos, Vietnam, or Cambodia.



The University of Wisconsin System

2004-05 Minority and Disadvantaged Student Annual Report

April 2006

(Presented pursuant to Section 36.25 (14m)(c) of the Wisconsin State Statutes)

SUMMARY AND HIGHLIGHTS

Precollege Initiatives and Activities

UW institutions support a large and diverse array of precollege programs to enlarge the pool of multicultural² and economically disadvantaged students in Wisconsin and prepare them for college. Through these precollege programs, UW institutions provide opportunities for academic skills enrichment, introduction to college life, and career exploration. Funding for targeted students to attend precollege programs is provided by a consortium of sources, including the UW System, federal TRIO programs, the Department of Public Instruction's (DPI) Scholarship Program, and private dollars. In 2004-05, 17,075 students participated in precollege programs in UW System institutions.

Program Funding

The state and federal governments, through general program revenue, gifts, and grants, provide program funding for multicultural and economically disadvantaged students. The 1987-89 Wisconsin Biennial Budget Act created an appropriation under Section 20.285 (4)(a) to provide funding for these programs (referred to as Fund 402). All UW institutions obtain extramural support to supplement government funding for these programs:

- ❑ In 2004-05, UW System institutions expended approximately \$43.3 million from all funding sources for multicultural and disadvantaged student programs. Approximately \$27.3 million of these funds were raised by the institutions from extramural and non-government sources; and
- ❑ During 2004-05, just over \$8.1 million was expended from Fund 402 at UW institutions.³ Based on institutional estimates, Fund 402 dollars were distributed toward retention activities (64 percent, \$5.2 million); precollege programs and activities (20 percent, \$1.6 million); and recruitment (16 percent, \$1.3 million).

Student Financial Aid

In addition to the general financial aid programs offered to students, two other financial aid sources are available to multicultural and economically disadvantaged students: the Lawton Undergraduate Minority Retention Grant (LUMRG) for undergraduate students; and the Advanced Opportunity Grant (AOP) for graduate students.

- ❑ In 2004-05, a total of 12,145 multicultural students in the UW System received financial assistance. Of these:
 - 2,950 students received LUMRG grants. The average LUMRG award was \$1,664. 2,917 of LUMRG recipients were multicultural students.⁴
 - 628 students received AOP grants. The average AOP award was \$9,440. 464 of the AOP recipients were multicultural students.

² The terms "minority," "people of color," and "multicultural" are used interchangeably in current practice.

³ Fund 402 is defined in the state statutes under s.20.285 which states that (a) "The board shall allocate funds under s.20.285 (4)(a) to fund programs for recruiting minority and disadvantaged students and to fund programs for minority and disadvantaged students enrolled in the system." This figure only includes Fund 402 expenditures for UW institutions.

⁴ Multicultural student figures include target groups only, not missing or other students (Table 3).

SECTION I: UW SYSTEM M/D PRECOLLEGE ACTIVITIES

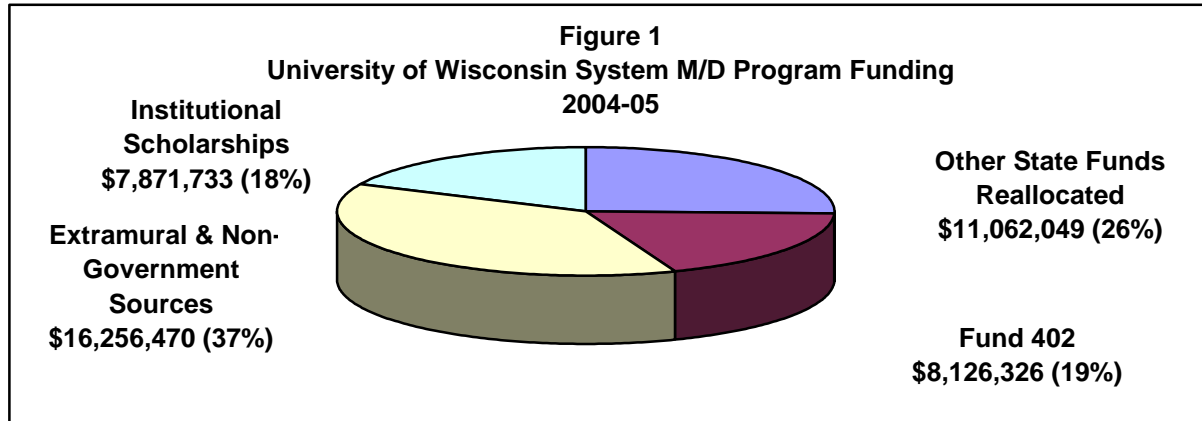
UW System institutions provide various precollege, recruitment, and retention programs for multicultural students. Effective precollege programs expand the pool of high school graduates who apply to the UW System. Participation in precollege programs increases the probability of multicultural students graduating from high school.

Data from the 1998 Plan 2008 planning process stressed the importance of precollege activities for all targeted groups, which include African Americans, Hispanic/Latinos, American Indians, and Asian Americans, with an emphasis on Southeast Asian Americans. College remains a seemingly unattainable goal for many youth of color in Wisconsin and nationally. A lower high school completion rate, inadequate financial aid, and a lack of precollege opportunities contribute to low college enrollment and graduation rates for multicultural students. UW System institutions and the Multicultural Center for Educational Excellence (MCEE) have been working vigorously to provide youth of color with the necessary prerequisites, information, and academic skills for access to higher education through precollege programs.

In 2004-05, UW institutions served 17,075 precollege students and expended slightly above \$8.1 million in state Fund 402 dollars (Figure 1 and Table 1). Approximately 20 percent of these dollars were expended on precollege activities.

UW System Program Funding

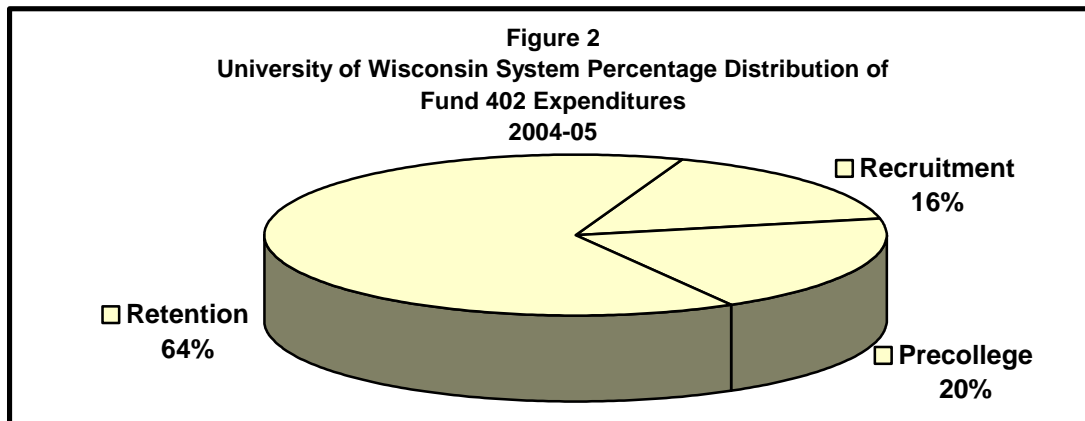
The state and federal governments provide program funding for multicultural and economically disadvantaged students through General Program Revenue (GPR) and grants. The institutions also raise extramural funds (Figure 1 and Table 1). The 1987-88 biennial budget act [Wis. Stats. 20.285 (4)(a)] created an appropriation designated as Fund 402, specifically for multicultural and economically disadvantaged students. In 2004-05, the state budget allocation designated specifically for minority/disadvantaged programs (Fund 402) was slightly over \$8 million. Table 1 lists all 2004-05 GPR and non-GPR funds expended for multicultural and economically disadvantaged student programs, including institutional expenditures from the appropriation under Fund 402. Of all UW System minority/disadvantaged funding, \$24.1 million (55 percent) was raised by UW System institutions from institutional scholarships, extramural, and non-government sources. Nineteen percent of Minority and Disadvantaged program dollars are from Fund 402, and are dedicated to diversity activities; the remaining 26 percent are state funds reallocated from existing base budgets (Figure 1).



Source: UW System Office of Budget and Planning

Fund 402 includes funding for precollege, recruitment and retention activities, and related administrative expenses. Precollege activities encourage and prepare K-12 students to pursue post-secondary education. Recruitment activities increase new UW System student applications and, ultimately, enrollment. Retention activities assist students in making satisfactory academic progress and in completing their degrees. At UW institutions, Multicultural/Disadvantaged (M/D) offices and other institutional entities provide a wide variety of academic, co-curricular, precollege, recruitment, retention, orientation, academic counseling, referral, tutorial services, and socio-cultural activities. M/D offices often serve as resource centers for multicultural and economically disadvantaged students, as well as the larger campus community.

In 2004-05, 64 percent of Fund 402 dollars were expended on retention, 16 percent on recruitment, and 20 percent on precollege activities (Figure 2).



Source: UW System Office of Budget and Planning

Table 1
UW System Minority/Disadvantaged Program Funding ¹
2004-05 All Fund Expenditures

Institution	2003-04	2004-05					
	Total Program Funds & Scholarships	Total Program Funds & Scholarships	Fund 402 M/D Appropriation 20.285 (4) (a) Expenditures	Other State Funds Reallocated to M/D Programs	Extramural Funds	Total M/D Program Funds ²	Institutional Scholarships ³
Madison	\$15,966,845	\$16,928,426	\$1,730,864	\$7,219,271	\$967,806	\$9,917,941	\$7,010,485
Milwaukee	\$9,584,661	\$10,027,570	\$2,281,681	\$1,555,351	\$5,869,562	\$9,706,594	\$320,976
Eau Claire	\$1,843,636	\$1,876,585	\$227,841	\$215,974	\$1,281,794	\$1,725,609	\$150,976
Green Bay	\$1,224,308	\$1,251,582	\$155,555	\$102,631	\$783,396	\$1,041,582	\$210,000
La Crosse	\$2,135,319	\$1,984,496	\$215,122	\$495,353	\$1,205,173	\$1,915,648	\$68,848
Oshkosh	\$1,052,786	\$1,061,205	\$515,489	\$16,997	\$478,020	\$1,010,506	\$50,699
Parkside	\$1,099,053	\$1,085,648	\$337,322	\$279,169	\$426,908	\$1,043,399	\$42,249
Platteville	\$547,947	\$574,950	\$160,296	\$100,092	\$314,562	\$574,950	\$0
River Falls	\$828,741	\$968,274	\$166,395	\$33,502	\$768,377	\$968,274	\$0
Stevens Point	\$1,141,071	\$1,131,087	\$279,476	\$162,512	\$689,099	\$1,131,087	
Stout	\$1,355,510	\$1,298,828	\$295,618	\$127,437	\$861,773	\$1,284,828	\$14,000
Superior	\$1,016,639	\$1,021,545	\$151,245	\$260,041	\$610,259	\$1,021,545	\$0
Whitewater	\$2,212,492	\$2,022,359	\$843,514	\$83,184	\$1,095,661	\$2,022,359	\$0
Colleges	\$1,020,514	\$1,012,402	\$292,290	\$70,622	\$645,990	\$1,008,902	\$3,500
Extension	\$115,337	\$134,297	\$99,887	\$34,410	\$0	\$134,297	\$0
Systemwide	\$1,017,436	\$937,324	\$373,731	\$305,503	\$258,090	\$937,324	\$0
Total	\$42,162,295	\$43,316,578	\$8,126,326	\$11,062,049	\$16,256,470	\$35,444,845	\$7,871,733

¹ Does not include fringe benefits. Also excludes Advanced Opportunity Program, Lawton Undergraduate Minority Retention Grants, and other financial aid allocated by UW System to the institutions. Includes precollege and institutional scholarships.

² Includes program revenue funds from auxiliaries and special courses.

³ Reflects institution-awarded scholarships that go through institutional accounts. Does not reflect scholarships administered by foundations.

Source: UW System Office of Budget and Planning

SECTION II: STUDENT FINANCIAL ASSISTANCE

Financial aid was one of the three highest priorities cited by UW System faculty, staff, multicultural students, and communities of color during the development of Plan 2008. It is crucial to the successful recruitment, retention, and graduation of multicultural and economically disadvantaged students.

In 2004-05, 102,825 UW System students received average aid of \$7,463 (Table 2). In the UW System, 12,145 multicultural students received financial aid. The combined average aid provided for multicultural students was \$9,578; higher financial need among multicultural students results in higher aid awarded. Of the aid awarded to multicultural students, 49 percent was in the form of loans and 49 percent was in the form of grants with the remainder consisting of work aid. In contrast, 70 percent of aid was in the form of loans and 28 percent in the form of grants for white students.

Table 2
UW System Financial Aid Recipients' Need Profile by Race/Ethnicity
2004-05

	Number of Recipients	^{1,2} Average Financial Aid Need	^{1,2} Average Financial Aid Received	³ Percent of Aid in Grants	*Percent of Aid in Loans
Asian	4,059	\$13,889	\$8,988	53%	44%
African American	4,318	\$14,646	\$10,406	47%	52%
American Indian	960	\$12,198	\$9,493	61%	38%
Latino/Hispanic	2,808	\$13,863	\$9,188	43%	55%
Subtotal	12,145	\$14,041	\$9,578	49%	49%
Unknown	2,899	\$14,882	\$7,397	34%	64%
White	87,781	\$10,111	\$7,172	24%	74%
Total	102,825	\$10,749	\$7,463	28%	70%

¹ - Average financial need is based on students with need (defined by federal methodology).

² - Averages are compiled based on individuals, not categories.

³ - Work aid comprised the remaining percentage of financial aid.

Source: UW System Office of Budget and Planning

Minority/Disadvantaged Financial Aid Programs

UW System administers two financial aid programs that target multicultural and economically disadvantaged students. The Lawton Undergraduate Minority Retention Grant (LUMRG) Program provides assistance to degree-seeking undergraduates, and the Advanced Opportunity Program (AOP) awards are for students seeking advanced degrees.

In 2004-05, the LUMRG program provided assistance to 2,950 undergraduates, with an average award of \$1,664. The AOP program provided assistance to 628 graduate students seeking advanced degrees, with an average award of \$9,440 (Table 3).

Table 3
UW System Minority and Disadvantaged Student Financial Aid Programs
2004-05

	Lawton Undergraduate Minority Retention Grant (LUMRG)		Advanced Opportunity Program (AOP)	
	# Recipients	Average \$	# Recipients	Average \$
African American	1,036	\$1,717	221	\$9,473
Hispanic	673	\$1,651	139	\$10,529
American Indian	228	\$1,491	45	\$10,463
Asian American	980	\$1,646	59	\$9,851
Unknown	33	\$1,932	57	\$9,743
White	n/a	n/a	107	\$6,019
Total	2,950	\$1,664	628	\$9,440

The Lawton Undergraduate Minority Retention Grant (LUMRG) Program

The LUMRG Program began in 1986-87, and provides need-based assistance to African American, Hispanic/Latino, American Indian, and statutorily defined Southeast Asian American students who are U.S. citizens or permanent residents. Eligible students may be sophomores, juniors, or seniors who are Wisconsin residents or Minnesota Reciprocity students. Students must be enrolled in six or more credits and in good standing. The LUMRG program replaces loan aid with grant aid when possible. For additional information on undergraduate financial aid, see Appendix A.

In 2004-05, students could receive LUMRG grants up to a maximum of \$3,000 per year, and were eligible for up to four years of LUMRG awards. Financial need for the LUMRG is determined by the standard federal methodology. LUMRG grants are awarded on a “last dollar” basis; all other grants or fellowships are awarded first. The total fund amount in 2004-05 was \$4.9 million. For additional information on undergraduate level financial aid, see Appendix A.

The Advanced Opportunity Program (AOP)

The AOP Program began in 1973-74 to promote the recruitment and retention of multicultural and economically disadvantaged students seeking degrees at the graduate and advanced professional levels. Eligible students must be U.S. citizens or permanent residents, with preference given to Wisconsin residents. The total fund amount in 2004-05 was \$5.9 million. For additional information on graduate level financial aid, see Appendix B.

APPENDICES

Appendix A

Undergraduate Financial Aid

		Financial Need		Total Aid		Grants		Loans	
Undergraduate		#	\$	#	\$	#	\$	#	\$
Asian American	Dependent	2,347	\$29,703,069	2,621	\$22,618,157	2,076	\$13,284,487	1,753	\$8,570,790
	Independent	721	\$10,119,825	738	\$7,130,750	626	\$3,684,729	558	\$3,321,088
	Unknown	0	\$0	272	\$1,124,832	256	\$945,691	17	\$146,359
	Total	3,068	\$39,822,894	3,631	\$30,873,739	2,958	\$17,914,907	2,328	\$12,038,237
African American	Dependent	1,970	\$25,828,447	2,211	\$20,197,436	1,760	\$10,643,605	1,889	\$9,182,105
	Independent	1,335	\$19,588,050	1,362	\$14,686,016	1,166	\$6,346,084	1,216	\$8,192,877
	Unknown	0	\$0	165	\$1,484,230	158	\$1,433,059	8	\$51,171
	Total	3,305	\$45,416,497	3,738	\$36,367,682	3,084	\$18,422,748	3,113	\$17,426,153
American Indian	Dependent	386	\$3,635,034	493	\$4,003,123	390	\$2,423,185	323	\$1,519,815
	Independent	286	\$3,812,327	307	\$3,024,214	281	\$1,909,776	215	\$1,090,408
	Unknown	0	\$0	45	\$363,236	42	\$325,857	3	\$37,379
	Total	672	\$7,447,361	845	\$7,390,573	713	\$4,658,818	541	\$2,647,602
Latin Hispanic American	Dependent	1,215	\$13,939,861	1,535	\$12,226,011	1,034	\$5,424,423	1,240	\$6,525,683
	Independent	644	\$8,834,141	660	\$6,623,941	565	\$2,962,731	550	\$3,602,406
	Unknown	0	\$0	193	\$1,002,370	178	\$829,421	18	\$172,949
	Total	1,859	\$22,774,002	2,388	\$19,852,322	1,777	\$9,216,575	1,808	\$10,301,038
Unknown	Dependent	518	\$5,001,460	988	\$4,678,724	629	\$1,496,947	575	\$3,067,697
	Independent	497	\$5,367,419	542	\$4,364,708	338	\$1,405,950	455	\$2,911,023
	Unknown	0	\$0	578	\$2,846,507	543	\$2,487,006	86	\$359,501
	Total	1,015	\$10,368,879	2,108	\$11,889,939	1,510	\$5,389,903	1,116	\$6,338,221
White	Dependent	40,259	\$323,890,574	58,164	\$365,578,138	24,130	\$79,996,402	52,100	\$276,212,974
	Independent	14,016	\$171,557,790	14,690	\$133,580,856	10,471	\$46,602,682	12,882	\$85,516,375
	Unknown	0	\$0	6,443	\$23,819,485	5,818	\$17,490,070	669	\$5,711,196
	Total	54,275	\$495,448,364	79,297	\$522,978,479	40,419	\$144,089,154	65,651	\$367,440,545

Source: Office of Policy Analysis and Research

Appendix B

Graduate Financial Aid

		Total Need		Total Aid		Grants		Loans	
Graduate		#	\$	#	\$	#	\$	#	\$
Asian	Dependent	0	\$0	7	\$29,363	7	\$29,363	0	\$0
	Independent	263	\$6,442,729	274	\$4,973,228	110	\$911,456	238	\$4,024,033
	Unknown	0	\$0	147	\$604,366	147	\$581,366	2	\$23,000
	Total	263	\$6,442,729	428	\$5,606,957	264	\$1,522,185	240	\$4,047,033
African American	Dependent	2	\$46,020	2	\$14,056	2	\$14,056	0	\$0
	Independent	470	\$9,857,290	505	\$7,838,573	238	\$1,860,174	457	\$5,954,725
	Unknown	0	\$0	73	\$711,132	72	\$701,808	1	\$9,324
	Total	472	\$9,903,310	580	\$8,563,761	312	\$2,576,038	458	\$5,964,049
American Indian	Dependent	0	\$0	4	\$4,508	4	\$4,508	0	\$0
	Independent	88	\$1,823,150	92	\$1,548,652	69	\$755,020	72	\$787,370
	Unknown	0	\$0	19	\$169,561	19	\$169,561	0	\$0
	Total	88	\$1,823,150	115	\$1,722,721	92	\$929,089	72	\$787,370
Latin Hispanic American	Dependent	0	\$0	3	\$3,240	3	\$3,240	0	\$0
	Independent	279	\$6,864,420	298	\$5,199,310	135	\$1,208,392	260	\$3,966,323
	Unknown	0	\$0	119	\$743,988	116	\$718,363	3	\$25,625
	Total	279	\$6,864,420	420	\$5,946,538	254	\$1,929,995	263	\$3,991,948
Unknown	Dependent	1	\$10,403	1	\$5,500	0	\$0	1	\$5,500
	Independent	429	\$11,125,857	455	\$8,329,479	116	\$837,934	421	\$7,372,197
	Unknown	0	\$0	335	\$1,218,842	331	\$1,168,418	4	\$50,424
	Total	430	\$11,136,260	791	\$9,553,821	447	\$2,006,352	426	\$7,428,121
White	Dependent	11	\$112,175	249	\$249,758	238	\$166,826	11	\$82,932
	Independent	6,669	\$120,751,985	7,157	\$103,340,638	1,270	\$4,088,892	6,961	\$98,275,251
	Unknown	0	\$0	1,078	\$3,032,724	1,047	\$2,656,797	37	\$375,927
	Total	6,680	\$120,864,160	8,484	\$106,623,120	2,555	\$6,912,515	7,009	\$98,734,110

Source: Office of Policy Analysis and Research

I.2. Business, Finance, and Audit Committee

Thursday, April 6, 2006
UW-Green Bay University Union
Alumni Rooms A&B

12:00 p.m. Lunch

1:00 p.m. Joint session with Physical Planning and Funding Committee

- UW-Green Bay: Campus Master Plan Presentation

1:30 p.m. Business, Finance, and Audit Committee

- a. Approval of Minutes of the March 9, 2006 Meeting of the Business, Finance, and Audit Committee
- b. UW Growth Agenda: A Plan for UW-Green Bay
- c. Trust Funds
 - (1) Fiduciary Responsibilities of the Board of Regents
- d. UW System Food Service: Best Practices Review
- e. Committee Business
- f. Report of the Vice President
- g. Additional items, which may be presented to the Committee with its approval

UW SYSTEM TRUST FUNDS MANAGEMENT AND FIDUCIARY RESPONSIBILITIES OF THE BOARD

EXECUTIVE SUMMARY

BACKGROUND

Members of the Business, Finance and Audit Committee have asked for information concerning the management and fiduciary responsibilities of the Committee and Board of Regents in regard to the management of UW System Trust Funds ("Trust Funds"). The attached report briefly describes the principal statutes and policies affecting Trust Funds operations.

REQUESTED ACTION

This item is for informational purposes only.

DISCUSSION

The management and fiduciary responsibilities and expectations of the Board and the Committee are found primarily in Wisconsin Statutes and Board policies. The attached report identifies and discusses key provisions of the statutes and policies.

RELATED REGENT POLICIES

These policies are discussed or listed in the attached report.

UW SYSTEM TRUST FUNDS:
MANAGEMENT AND FIDUCIARY RESPONSIBILITIES OF THE BOARD

The UW Trust Funds are comprised of funds provided directly to the Board of Regents of the University of Wisconsin System and UW institutions through gifts, grants and bequests. Wisconsin Statutes, Board policies and the terms of the gifts, grants and bequests themselves provide the basic framework within which UW Trust Funds are managed and its fiduciary responsibilities are established. This report outlines the principal provisions in these areas.

Statutory Provisions

Section 36.29, Wisconsin Statutes

Section 36.29, Wis. Stats., authorizes the Board to accept gifts, grants and bequests for the benefit or advantage of the UW System, and to administer the funds comprised of such donations. This statute also establishes several restrictions and requirements with respect to these funds:

- (1) Gifts, grants and bequests must be executed and enforced according to the provisions of the legal instrument establishing the donation, including all provisions and directions in such an instrument for the accumulation of the income of any fund or rents and profits of any real estate without being subject to the limitations and restrictions provided by law in other cases, except that no such income accumulation can be allowed to produce a fund more than 20 times as great as that originally given;
- (2) No investment of the funds of such gifts, grants, or bequests shall knowingly be made in any company, corporation, subsidiary, or affiliate that practices or condones through its actions discrimination on the basis of race, religion, color, creed, or sex;
- (3) The board may not invest more than 85% of trust funds in common stocks;
- (4) Any grant, contract, gift, endowment, trust or segregated funds bequeathed or assigned to an institution or its component parts for any purpose whatsoever shall not be commingled or reassigned.

UMIFA, s. 112.10, Wisconsin Statutes

The Uniform Management of Institutional Funds Act ("UMIFA"), codified in s. 112.10, Wis. Stats., applies to the endowment funds of institutions, including governmental organizations and universities, organized and operated exclusively for educational, religious, charitable or other eleemosynary purposes. UMIFA describes the investment authority of an institution's governing board, allows for the delegation of investment management to committees of the governing board and to outside investment advisors, and establishes the standard of conduct for management decisions concerning the endowment funds.

In general, UMIFA grants broad authority to the governing board to invest and reinvest institutional funds, unless otherwise limited by the applicable gift instrument or law. The governing board of an institution may delegate its investment authority, either to its own internal committees or to other outside investment managers or advisors, and may also appropriate for expenditure a portion of the appreciated assets of the fund, and make other expenditures as permitted by law, relevant gift instruments or the institutional charter. With respect to investing, delegating investment authority, and making appropriations of appreciated assets, UMIFA establishes the standard of fiduciary conduct that the governing board must follow, requiring that the board "exercise ordinary business care and prudence under the facts and circumstances prevailing at the time of the action or decision." Section 112.10(6), Wis. Stats.

UMIFA further permits the release of any restrictions on the use or investment of funds, if the donor gives written consent. If the consent of the donor cannot be obtained by reason of death, disability, unavailability or impossibility of identification, the governing board may apply to a state circuit court for release of such a restriction.

Board Bylaws and Policies

Bylaws and Regent Policy Document 71-4

The Board has, through its Bylaws, delegated authority to the Business, Finance and Audit Committee to "have charge of consideration of all matters related to . . . trust funds, . . ." (Chapter III, Section 3, Regent Bylaws.) In addition, the Committee has been delegated the authority to hire investment counsel, subject to Board approval, and to give discretionary authority to investment counsel in the purchase and sale of securities, "within guidelines determined by the Committee." The Board's Trust Officer (the Vice President for Business and Finance) has the duty to "receive, manage, and maintain records of all trust funds" to perform other duties required by law or assigned by the Board or Business, Finance and Audit Committee (Chapter II, Section 8, Regent Bylaws).

Complementing these provisions in the Bylaws, Regent Policy Document ("RPD") 71-4 expressly empowers the Committee to manage the Trust Funds, providing, in relevant part:

The management and administration of University Trust Funds, . . . is delegated to the [Business, Finance and Audit] Committee; the said Committee is authorized and empowered to do all things necessary within the limitations imposed by law or by the terms of the specific gifts and bequests accepted by the Board of Regents to administer the funds so received and under the control of the Regents in an efficient and prudent manner; the Business and Finance Committee is authorized, with the approval of the Board, to delegate such powers and responsibilities regarding the management and administration of University Trust Funds to the Trust Officer or other administrative officers or employees of the University as the Committee may in its judgment deem appropriate; the Committee is authorized to employ investment counsel; and the Trust Officer of the Regents is directed to keep a separate record of the actions taken by the Business and Finance Committee on all matters relating to University Trust Funds and to distribute memoranda of such actions as soon as practicable to all members of the Board of Regents for their confidential information.

RPD 91-11: Investment Objectives and Guidelines

This policy includes the elements of what is usually referred to as an Investment Policy Statement ("IPS"), as well as specific investment guidelines for the Trust Funds overall, and for the individual investment manager portfolios making up these Funds. The key investment objectives and guidelines established are:

- (1) To manage Fund assets in a prudent, productive manner in accordance with provisions of pertinent Wisconsin statutes governing the investment of these Trust Funds; and
- (2) To increase the aggregate value of the assets under management while mindful of the need to preserve asset value, and avoiding excessive volatility in fund asset values.

This policy also includes specific investment guidelines and expectations for investment returns. First adopted December 8, 1983, this policy has been revised frequently to reflect changing fund management objectives.

Regent Policy 92-4: Procedures and Guidelines for Voting Proxies for Trust Funds

This policy is intended to help ensure that for publicly-held equities, shareholder proxies are voted in a manner determined to be most beneficial to the interests of the Trust Funds and their beneficiaries and consistent with other Regent policies. The policy states, "For externally managed assets, proxies dealing with routine issues will be voted by the respective portfolio managers in accordance with each manager's proxy voting guidelines." Routine issues include such things as the election of directors and auditors. Further, it states, "For both internally and externally managed assets, non-routine issues will be reviewed with the Business and Finance Committee to develop a position on how the proposals should be voted." Non-routine issues include such things as acquisitions and mergers; shareholder proposals opposed by management and not supported by the portfolio managers; amendments to corporate charter or by-laws which might materially affect shareholder rights; all issues where the tentative recommendation is to vote against management's position; and certain special issues required to be considered under related statutes and policies dealing with discrimination (see, s. 36.29, Wis. Stats., and RPDs 78-1 and 78-2), the environment (see, RPD 74-3), and substantial social injury (see, RPD 97-1).

Regent Policy 90-4: Small Fraction Spending Plan (Endowment Reinvestment)

This policy deals with the spending distribution rate for the Long Term (endowment) Fund of the Trust Funds. Initially established on July 13, 1990, the "spending fraction" was originally set at an annual rate of 5.0 percent, to be applied to a three-year moving average of Fund market valuations (12 quarterly valuations). The policy requires the periodic review of the spending fraction and asset allocation ratio. The spending fraction was reduced to 4.5 percent in Resolution 8460 in December 2002, and further reduced to 4.0 percent in Resolution 9018 on June 10, 2005.

Compliance with Donor Terms

It is incumbent upon the Board to ensure that gifts and bequests be “executed and enforced according to the provisions of the instrument making the same,” s. 36.29, Wis. Stats. However, donor-imposed terms and conditions can sometimes impose practical problems; contravene current University policies; or, in some cases, no longer be legal. As the vast majority of bequests coming to the Board of Regents are unsolicited gifts from deceased donors who have not worked with the university in crafting their gift instrument, the opportunity to prevent such problematic donor terms is limited. When such issues arise, whether in working with a living donor before the gift is made or “after the fact,” the Trust Funds Office consults with the Office of General Counsel to determine appropriate actions consistent with Regent policy and applicable law.

Conclusion

As the above discussion indicates, the Board and the Committee are guided in their management of the Trust Funds by statutes and policies that establish the fiduciary standard of care and other requirements governing operation of the funds, as well as by the need to comply with the terms under which particular gifts, grants and bequests are made.

UW SYSTEM FOOD SERVICE: BEST PRACTICES REVIEW

BACKGROUND

With an annual aggregate contract value of \$30 million, nine UW System institutions contract with vendors to manage on-campus food service operations (production, staffing, and retail sales). Under its strategic sourcing initiative, UW System Administration's Office of Procurement reviewed food service provider contracts systemwide to ensure quality dining services at the best price to meet student, campus, and community needs.

REQUESTED ACTION

This report is submitted for information only.

DISCUSSION

Strategic sourcing is a systematic procurement process to evaluate and continuously improve purchasing decisions. Based on its high dollar volume, UW System's Procurement Council chose food service to review for contract structure, pricing, and best practices.

To conduct the review, staff:

- Held a summit with the presidents of Sodexo and Chartwells to examine pricing, contract structure, and best practices.
- Benchmarked the annual cost of a 14-meal plan against peer institutions.
- Compared student dining trends with current practices.

A summary of that review is attached.

RELATED REGENT POLICIES

None.

UW System Food Service: Best Practices Review

Under its strategic sourcing initiative, UW System Administration's Office of Procurement reviewed food service provider contracts systemwide to ensure quality dining services at the best price to meet student, campus, and community needs.

Background

Strategic sourcing is a systematic procurement process to evaluate and continuously improve purchasing decisions. Based on its high dollar volume, UW System's Procurement Council chose food service to review for contract structure, pricing, and best practices.

Key Findings

- ▶ UW System students systemwide enjoy some of the lowest board rates in the nation.
- ▶ Concurrent management at System and campus levels keep board rates low, enforce terms, and spread best practices systemwide.
- ▶ Food service operations earn program revenue (student fees, retail sales) and compete for customers on price and quality.
- ▶ Standardized contracts with options allow for single-vendor management.
- ▶ A single, systemwide contract does not guarantee economies of scale as with commodities and other bulk purchases.
- ▶ Successful food service programs must continuously improve and evolve to meet student tastes and campus needs.
- ▶ Unique campus needs drive food service program design.
- ▶ Camps and clinics (e.g., Suzuki violin camp, Kansas City Chiefs training camp) depend on quality dining to generate revenue, which helps keep student costs low.
- ▶ Staggered contracts and Request for Proposals prompt vendors to expand programs and improve service while keeping board rates low.

Peer Group Benchmark: Annual 14-Meal Plan Cost Comparison

University	Campus	Cost
Wisconsin	Whitewater	\$1,370
Minnesota	St. Cloud	1,370
Northern Colorado	Greeley	1,532
Wisconsin	Green Bay	1,550
Wisconsin	Parkside	1,570
Wisconsin	Milwaukee	1,580
Wisconsin	Stevens Point	1,688
Wisconsin	River Falls	1,720
Wisconsin	Stout	1,722
Wisconsin	Platteville	1,728
Mississippi	Oxford	1,740
Minnesota	Bemidji	1,798
Wisconsin	Eau Claire	1,830
Wisconsin	Superior	1,840
Minnesota	Duluth	1,852
Wisconsin	Oshkosh	1,890
Wisconsin	La Crosse	1,990
Minnesota	Winona	2,170
Illinois	Springfield	2,200
Wisconsin	Madison	2,240
Murray State	Murray, KY	2,364
Nebraska	Kearney	2,374
Northern Illinois	DeKalb	2,560
Minnesota	Twin Cities	2,568
Iowa	Iowa City	2,595
Indiana	Bloomington	2,600
Illinois	Chicago	2,644
Michigan	Ann Arbor	2,764
Northern Michigan	Marquette	3,058
Michigan State	East Lansing	3,094
Ohio State	Columbus	3,270
Illinois	Champaign	3,570

Source: UW Web and telephone survey.

UW Food Service Operations

- ▶ Nine institutions contract with vendors to manage operations (production, staffing, and retail sales).
- ▶ Major vendors with UW accounts: Chartwells (5), Sodexo (3), Aramark (1).
- ▶ Aggregate contract value: \$30 million annually.
- ▶ Program revenue (student fees and retail sales) fund food service operations.
- ▶ UW employees self-operate food service at four institutions.
- ▶ Students participate in contract development and program management.

Methods

To conduct the review, staff:

- ▶ Held a summit with the presidents of Sodexo and Chartwells to examine pricing, contract structure, and best practices.
- ▶ Benchmarked the annual cost of a 14-meal plan against peer institutions.
- ▶ Compared student dining trends with current practices.

Consumer-Driven Programs

Consumers spending discretionary income drive food service programs. Students have money and means to eat elsewhere, so food service operations must be flexible, responsive, and modern.

- ▶ Just 24 percent of students eat “four-squares” a day. Some UW facilities operate until 2 AM to accommodate “grazing.”
- ▶ Seasoning and variety comprise the two most important food trends. UW offers ethnic, vegan, deli, and organic foods in addition to pizza and burgers.
- ▶ Brand names attract students. UW-Eau Claire had the nation’s first Burger King.

“Chartwells is a subsidiary of UK-based Compass Group PLC, the world’s largest contract food service company with \$22 billion in revenue. The state of Wisconsin’s combined purchasing power cannot match Chartwells’ worldwide purchasing power.”

– Steven M. Sweeney
President & CEO, Chartwells

- ▶ One in five students eats 13 at-home meals per week. UW’s vendors offer “grab and go” and convenience store concepts.
- ▶ Rather than cafeterias, students prefer campus cafés, markets, and coffee shops.
- ▶ According to Porter Consulting Worldwide, students rank food service quality third, after academics and location, when choosing a school.

Cost Containment Strategy

To keep costs for students low, UWSA and institution staff employ these methods:

- ▶ *Standards.* UWSA Procurement staff develop contract specifications vetted by legal, finance, risk management, and audit.
- ▶ *Options.* Contract flexibility allows institutions to tailor agreements that meet specific campus needs.
- ▶ *System-level contract management.* UWSA Procurement manages pricing, negotiates and issues amendments, enforces terms and conditions, and disseminates best practices.
- ▶ *Campus-level management.* Experienced contract managers direct daily operations, working with housing, student unions, camps and conferences, athletics, student government, outreach, and foundations.
- ▶ *Vendor competition.* UW uses RFPs as an incentive for vendors to include rapidly changing delivery and retailing systems.
- ▶ *Inflation indexing.* Contracts linked to the Consumer Price Index limit price increases.

► *Leveraged food costs.* Food service vendors use worldwide, multi-billion dollar purchasing leverage for the lowest possible pricing on food purchases (of which UW's food costs comprise a small fraction).

Cost Drivers Other Than Food Costs

- Fixed overhead (varies by campus).
- Labor – varies by locale and union.
- Social responsibility and student concerns (e.g., Fair Trade coffee).

Other Models

The University of Minnesota system consolidated all food service contracts.

- Financial and operational needs varied dramatically by campus.
- Visits to all campuses while preparing proposals spread vendors too thin.
- Vendors chose only the most profitable campuses to bid and focus attention.
- UM dissolved the consolidated contract but continued to bid all campuses at once.

Silver Oaks Contract Consolidation

Under the ACE initiative, Silver Oak's cost containment strategy includes *contract consolidation, volume discounts, lower quality substitutes, and fewer purchases*. If applied to UW's food service, this strategy could have negative unintended consequences –

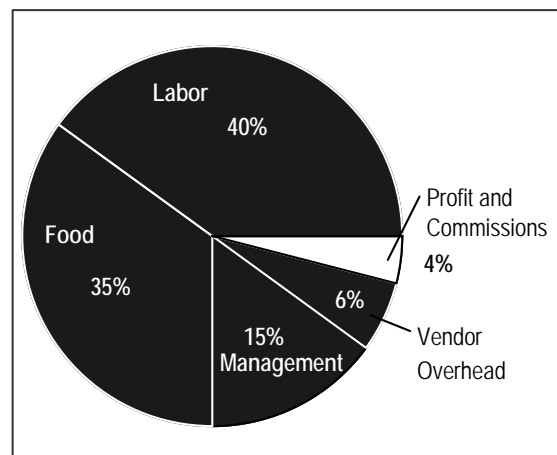
- Low-quality substitutes and operational changes could compromise efforts to compete for and attract students, serve the larger university community, and grow non-student program revenue.
- As in Minnesota, a single vendor may struggle to meet unique campus needs.
- Concurrently bidding contracts may motivate vendors to provide the best service to the most profitable campuses, neglecting less profitable accounts.

“Besides the opportunity for a unique program, negotiating contracts separately enables full attention from vendors. If all UW contracts were bid at the same time, smaller accounts would get less attention from vendors splitting time across the system.”

– Jeff Paulson
Sr. Vice President, Sodexo

- Consolidated contracts do not address labor or management costs, which vary by union and locale.

Average Food Service Contract Costs*



* Percentages vary by contract and campus.

Contact

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- UWSA's Office of Procurement Provides purchasing leadership, policy direction, and contracting support systemwide.

REVISED – 04/03/06

I.3. Physical Planning and Funding Committee

Thursday, April 6, 2006
UW-Green Bay University Union
Phoenix Room A

12:00 p.m. Lunch

1:00 p.m. Joint Meeting of the Physical Planning and Funding Committee and the Business, Finance, and Audit Committee – Alumni Rooms A&B

a. UW-Green Bay: Campus Master Plan Presentation

1:30 p.m. Physical Planning and Funding Committee – Phoenix Room A

b. Approval of the Minutes of the March 9, 2005 Meeting of the Physical Planning and Funding Committee

c. UW-Madison: Approval of the Design Report and Authority to Construct the Chadbourne Residence Hall Renovation Project
[Resolution I.3.c.]

d. UW-Madison: Lease of Space on Behalf of the UW-Madison School of Veterinary Medicine for the Department of Pathobiological Sciences
[Resolution I.3.d.]

e. UW-Madison: Authority to Convey Property Known as the Hanson Forest to the United States Forest Service
[Resolution I.3.e.]

f. UW-Milwaukee: Authority to Execute a Land Use Agreement for Installation of Exterior Flood Lighting of Engelmann Field and Acceptance of a Gift-In-Kind
[Resolution I.3.f.]

g. UW-Oshkosh: Authority to Purchase Two Parcels of Land for Administrative Purposes
[Resolution I.3.g.]

h. UW-Parkside: Authority to Construct the Third Central Chiller Installation Project
[Resolution I.3.h.]

i. UW-Parkside: Approval of the Design Report and Authority to Construct the Student Union Expansion Project
[Resolution I.3.i.]

j. UW System: Authority to Construct Various Facility Maintenance and Repair Projects
[Resolution I.3.j.]

- k. UW-Madison: Approval of the Design Report and Authority to Construct the Engineering Student Learning Center
[Resolution I.3.k.]
- l. UW-Madison: Exchange of Land with WARF and Authority to Request a Waiver to allow WARF to Construct the Wisconsin Institute of Discovery and the Morgridge Institute for Research
[Resolution I.3.l.)
- m. Report of the Assistant Vice President
 - Building Commission Actions
 - Other
- x. Additional items which may be presented to the Committee with its approval
- z. Closed session to consider personal histories, as permitted by s.19.85(1)(f) *Wis. Stats.*, related to the naming of facilities at UW-Milwaukee and UW-Parkside

Approval of the Design Report and
Authority to Construct a Chadbourne
Residence Hall Renovation Project,
UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, the Design Report be approved and authority be granted to construct a Chadbourne Residence Hall Renovation project for a total project cost of \$6,599,000 Program Revenue Supported Borrowing, as enumerated in the 2005-07 Capital Budget.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin–Madison
2. Request: Requests approval of the Design Report and authority to construct a Chadbourne Residence Hall Renovation project for a total project cost of \$6,599,000 Program Revenue Supported Borrowing, as enumerated in the 2005-07 Capital Budget.
3. Description and Scope of Project: This project renovates two separate portions of the 84,000 ASF/143,600 GSF Chadbourne Residence Hall, located at the corner of Park Street and University Avenue on the campus of the University of Wisconsin-Madison.

The food service component of this project includes renovation of approximately 8,630 ASF of existing food service space to replace the original serving line style operation with a market-style servery that will offer a number of new menu options. Included in the marketplace servery is 1,500 ASF of Kosher/Halal food preparation and storage. The kitchen area will be upgraded and the current serving area remodeled. New floor, wall and ceiling finishes will be installed in the existing dining area and mechanical and electrical systems will be upgraded. Remaining work includes renovation of 740 ASF of existing dining space to provide a new convenience store and relocation of an existing service elevator, stairway, and basement equipment room to improve circulation in the redesigned space.

The housing portion of this project refurbishes 59,030 ASF of resident rooms. All existing built-in furniture will be removed, as will asbestos containing flooring materials, and light fixtures. The existing perimeter heating system will be replaced with a system with heating and air conditioning capabilities. This will require campus chilled water extensions to the building. The Division of University Housing will install new loft style furniture at the completion of the project.

4. Justification of the Request: In 2005 the Division of University Housing completed a Housing Master Plan, which laid out a renovation program to address the deficiencies in its undergraduate residence halls. Many of Chadbourne's building systems and components are original and no longer meet current resident needs. The built-in furniture in the resident rooms dates from the hall's construction and is beyond its life span. The room lights do not provide the amount of light needed to study. The asbestos floor tile is deteriorating as is the building's original perimeter heating system. Renewal of the Chadbourne building components and systems will ensure that it is maintained and capable of meeting student needs well into the future. Improvements will make the building safer, result in a more efficient facility, and reduce maintenance costs.

The food service portion will allow the Division of Housing to modernize the food preparation and service areas in order to remain responsive to the changing needs of its residents. A key aspect of the renovation is the replacement of the 1950's era serving line style operation with a market-style servery that will allow changing menu concepts easily from month to month, and the ability to do speed-scratch and made-to-order cooking or assembly at each location within the serving area.

5. Budget:

Construction	\$4,476,000
Design and Fees	550,000
DSF Supervision	232,000
Haz. Mat. Abatement	267,000
Food Service	618,000
Contingency	440,000
Percent for Arts	<u>16,000</u>
Total Project Cost	\$6,599,000

6. Previous Action:

<p>August 19, 2004 Resolution 8888</p>	<p>Approved a Chadbourne Residence Hall Renovation project as part of the 2005-07 Capital Building Program at an estimated total project cost of \$6,599,000 Program Revenue Supported Borrowing.</p>
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Lease of Space on Behalf of the UW-Madison
School of Veterinary Medicine for the
Department of Pathobiological Sciences,
UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, authority be granted for the Department of Administration to execute a lease with University Research Park, Inc. for 20,000 square feet of space at 565-575 Science Drive in Madison, Wisconsin, on behalf of the UW-Madison School of Veterinary Medicine for the Department of Pathobiological Sciences.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin-Madison
2. Request: Requests authority for the Department of Administration to execute a lease with University Research Park, Inc. for 20,000 square feet of space at 565-575 Science Drive in Madison, Wisconsin, on behalf of the UW-Madison School of Veterinary Medicine for the Department of Pathobiological Sciences.

Lessor: University Research Park, Inc.
510 Charmany Drive
Madison, WI 53719

3. Lease Information: The proposed lease covers approximately 20,000 leased square feet (LSF) of laboratory and support space at the University Research Park for the UW-Madison School of Veterinary Medicine, Department of Pathobiological Sciences to house the Institute for Influenza Viral Research program. The lease is for the period beginning September 1, 2007, (or date of occupancy) through August 31, 2012, at an initial annual rate of \$450,000 (\$22.50/LSF). That rate includes the annual base rate of \$10.15 and estimated annual operating expenses of \$12.35. The lease also provides for three successive five-year renewal options from September 1, 2012.

After the initial year, the base rental rate will increase 3 percent annually, including each of the five-year renewal options. Operating expenses will also be adjusted annually to reflect a proportionate share of the actual operating expenses for the prior 12-month period. These costs will be funded by the Institute for Influenza Viral Research program's research grants.

4. Description and Scope of Project: This lease provides approximately 20,000 LSF of laboratory and support space for the Institute for Influenza Viral Research program. The space will be remodeled to accommodate up to 28 existing and new researchers to study the influenza virus and to develop vaccines and other strategies to reduce the human health effects of potential pandemics.

This space is being designed to provide research lab space, animal facilities, and limited office space. The labs will meet Biosafety Level 2, Level 3, and Level 3-Ag requirements. Remodeling will begin upon completion of design with occupancy targeted for September 2007. The labs will be retrofitted to attain select agent approvals by the Center for Disease Control and possibly, United States Department of Agriculture. The improvement costs will be funded by private gifts and university sources. No improvement costs will be amortized in the lease.

5. Justification: Influenza is a ubiquitous and highly contagious viral respiratory illness, which occurs seasonally, usually in late fall, winter, or early spring. Millions of persons worldwide get influenza every year, and in the United States 300,000 are hospitalized and 30,000 to 40,000 die. As a consequence, intensive public health efforts are made every fall to immunize all elderly and other susceptible persons against the currently circulating influenza viruses.

Of special concern are the influenza A viruses, which can infect animals as well as humans, and which have the capacity to evolve and alter their molecular structure to evade immune defenses. On occasion, when an animal influenza A virus evolves to infect humans and becomes transmissible from one human to another, there is a very high likelihood of a global pandemic – rapid worldwide spread of the new virus with a very high incidence of human disease and deaths. Over the past 20 years, the World Health Organization and the U.S. Centers for Disease Control have maintained continuous and intensive surveillance for new strains of influenza A that might pose a threat of pandemic disease and mandate enhanced public health preparedness and efforts to develop a new vaccine. The “bird flu” or H5N1 avian influenza virus, which has spread rapidly throughout Southeast Asia since 2003, is an example of a threatening new influenza A virus.

Although scientists already know a great deal about influenza, many unanswered questions remain about the disease and the virus that causes it. Scientists require a better understanding of the influenza A virus, especially knowledge of exactly how it evolves at the most basic molecular level, as well as the properties of the virus that make it benign or highly virulent and life threatening. That knowledge is essential if society is to be fully prepared to prevent, treat, and contain new strains of influenza virus, such as the H5N1 bird flu strain, when they appear.

Research at the University of Wisconsin-Madison School of Veterinary Medicine is among the world’s foremost in studying the influenza virus and making important discoveries that have greatly enhanced understanding of the virus and how to better combat it when it infects humans and other animals. It is internationally renowned for contributions to global health through work in infectious disease and virology, and has been recognized by the World Health Organization as one of the world’s preeminent influenza projects. Recent accomplishments include the development of reverse genetics techniques to develop a new generation of influenza vaccines for animals and man and the discovery of the mechanism by which the RNA segments are incorporated into influenza virus and other similar RNA viruses. This information can be used to make more effective antiviral compounds and safer vaccines in a timely manner, and it will substantially decrease the time for development of vaccines for specific influenza strains.

The caliber of this research and the importance of retaining world-renowned faculty at the University of Wisconsin–Madison warrant the development of a facility to support this growing program. Grants have been submitted to the National Institute of Health grant which will require submit plans for a suitable facility to conduct the research.

Locating the expanded laboratory at the University Research Park is necessary because there is not adequate space on campus to accommodate a new laboratory for this research. Moreover, the facility can be renovated more rapidly than on-campus facilities can currently be constructed through the State process. An accelerated construction timetable will permit the university's influenza research program to continue its success against influenza at a critical time and reduce the potential of global pandemic disease.

Approval from the Board of Regents and State Building Commission is required when the lease involves more than 10,000 square feet. The proposed lease is for approximately 20,000 square feet. In January 2006, the Department of Administration authorized UW-Madison to pursue obtaining this space at the University Research Park. No formal Request for Proposal was required due to the justification of sole source, required needs, timeline, and close adjacencies to other UW programs within the Park.

6. Previous Action: None.

Authority to Convey Property Known as the
Hanson Forest to the United States Forest
Service, UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, authority be granted to sell approximately 1,028 acres of land known as the Ann Carroll Hanson Forest located in Ashland County, Wisconsin to the United States Forest Service (USFS) at an appraised value determined by the Forest Service.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin–Madison
2. Request: Requests authority to sell approximately 1,028 acres of land known as the Ann Carroll Hanson Forest located in Ashland County, Wisconsin to the United States Forest Service (USFS) at an appraised value determined by the Forest Service.
3. Description: The Board of Regents will sell the property to the United States Forest Service at a price determined by a qualified appraisal undertaken by the Forest Service in accordance with the land purchase policies of the Forest Service. After the sale the land will become part of the Nicolet-Chequamegon Forest. Closing on the property is contingent upon completion of agreeable terms and conditions in a purchase option with the USFS.
4. Justification: Martin Hanson and his family donated the land to the university over a period of several years starting in 1969. Originally, the land was designated for use by the UW-Madison Arboretum and named Brunsweler Forest after the river that runs through the property. In 1986, the land was designated by the Board of Regents as the "Ann Carroll Hanson Forest" after the mother of the donors of the land.

The land has been used in the past for research, but the university has not actively used the land in the past few years. The former owner has expressed a desire that the university sell the land to the Forest Service, and use the proceeds to endow a chair in the Nelson Institute for Environmental Studies to honor his good friend Gaylord Nelson. Since the death of the former senator, this has become even more of a priority.

5. Budget: The U.S. Forest Service has completed an appraisal establishing a price of \$2,200,000. The actual sale price may vary slightly due to easements, covenants, and environmental conditions on the land. Sale proceeds will be returned to the UW-Madison. The first \$1.5 million will be used to set up an endowed chair in the Nelson Institute for Environmental Studies. The remaining funds have been earmarked specifically for the UW Arboretum to undertake stormwater management and other facilities maintenance improvements.
6. Previous Action:

December 5, 1986 Granted approval to rename the Brunsweler Forest in Ashland
Resolution 3708 County the "Ann Carroll Hanson Forest."

0406HansonForestSaleBOR.doc

Authority to Execute a Land Use
Agreement and Accept a Gift-In-Kind,
UW-Milwaukee

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Milwaukee Chancellor and President of the University of Wisconsin System, authority be granted to (a) execute a land use agreement between the Board of Regents and the UWM Foundation to allow the foundation to install exterior floodlighting at the Engelmann Field soccer field and (b) to accept the installation as a gift-in-kind from the foundation at an estimated cost of \$186,000 Gift Funds.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin-Milwaukee
2. Request: Requests authority to: (a) execute a land use agreement between the Board of Regents and the UWM Foundation to allow the foundation to install exterior floodlighting at the Engelmann Field soccer field and (b) accept the installation as a gift-in-kind from the foundation at an estimated cost of \$186,000 Gift Funds.
3. Description and Scope of Project: This project will install exterior floodlighting to illuminate the soccer field. Four 100-foot high poles will be installed around the perimeter of the field with lighting fixtures that will provide an average of 50 foot-candles at the playing surface. The fixtures will have a visor system that will minimize spill light and glare to neighboring residential areas. The lighting is intended only to be used for soccer games.
4. Justification of the Project: Engelmann Field, which is located between the Chemistry Building and Engelmann Hall, is the only on-campus soccer field for intercollegiate games for the UW-Milwaukee men's and women's soccer teams. The playing surface presently does not have any lighting. The only existing lighting in the area serves to illuminate the surrounding sidewalks. The lack of lighting limits the ability of the UW-Milwaukee campus to schedule and host regular and post-season games and tournaments, and the ability to recruit quality student athletes, and compete at the Division I intercollegiate level.

An Engelmann Field Lighting project was approved in 2001. The design of that project included six 80-foot high poles around the perimeter of the field with shielding to reduce light spill to neighboring residential areas. As the design developed, it became apparent that the project could not be constructed within available funding. Therefore, staff at UW-Milwaukee approached the UWM Foundation to seek gift funding for the project. The UWM Foundation was able to put together a package of gifts –in-kind that included re-engineering of the lighting to a more economical and better-performing solution, and the donation of the lighting installation. As part of that package, the Department of Athletics purchased the lighting fixtures, poles, and related equipment through a competitive bidding process.

In accordance with the Wisconsin Environmental Policy Act (WEPA) a Type II Environmental Impact Assessment (EIA) was completed for the original design. The current design, which was reviewed by UW System engineering staff, provides illumination levels on the playing field that are equivalent to the original design, but with less anticipated light spill to adjacent areas than the original design. UW-Milwaukee has completed an amendment to the original EIA that reflects the revised design. The Department of State Facilities will review the engineering design prior to construction.

5. Budget: Not applicable.

6. Previous Action:

June 7, 2001
Resolution 8388

Granted authority to construct an Engelmann Field Lighting project at an estimated total project cost of \$334,000 Program Revenue-Cash.

Authority to Purchase Two Parcels of
Land for Administrative Purposes,
UW-Oshkosh

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Oshkosh Chancellor and the President of the University of Wisconsin System, authority be granted to purchase two properties at a cost not to exceed \$2,677,700 General Fund Supported Borrowing.

- (a) The first parcel is .62 acre of land with a 28,700 gross square foot building located at 717 West Irving Avenue, Oshkosh, and will be purchased at a cost not to exceed \$2,455,700.
- (b) The second parcel is .14 acre of land with a 2,048 gross square foot building located at 738 High Street, Oshkosh, and will be purchased at a cost not to exceed \$222,000.

THE UNIVERSITY OF WISCONSIN SYSTEM

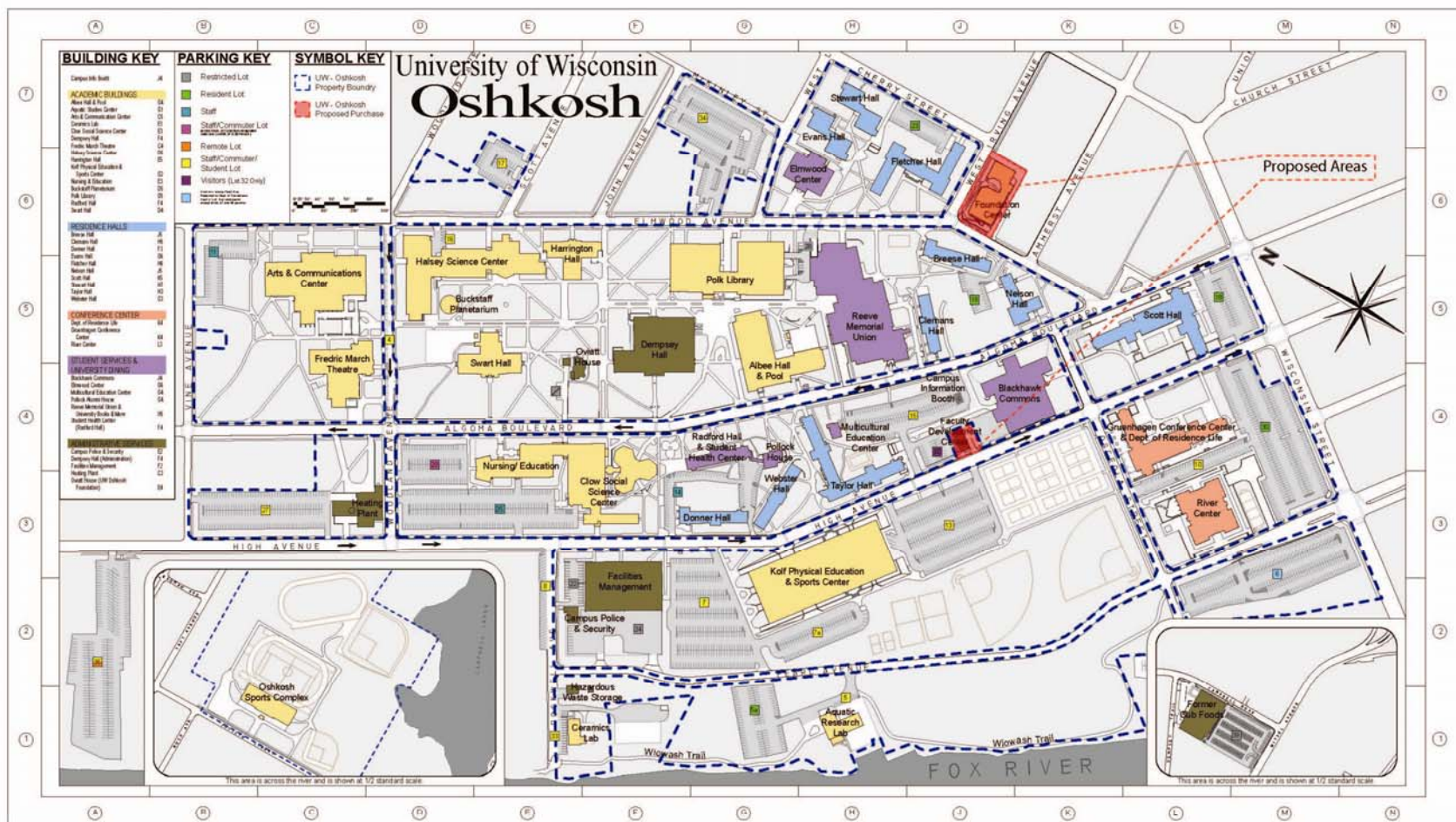
Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin-Oshkosh
2. Request: Requests authority to purchase two properties at a cost not to exceed \$2,677,700 General Fund Supported Borrowing.
 - (a) The first parcel is .62 acre of land with a 28,700 gross square foot building located at 717 West Irving Avenue, Oshkosh, and will be purchased at a cost not to exceed \$2,455,700. An estimated \$5,700 associated appraisal and closing costs are included in the purchase price. The property value of \$2,450,000 is the average of two appraisals of \$2,400,000 and \$2,500,000.
 - (b) The second parcel is .14 acre of land with a 2,048 gross square foot building located at 738 High Street, Oshkosh, and will be purchased at a cost not to exceed \$222,000. An estimated \$4,500 associated appraisal and closing costs are included in the purchase price. The property value of \$217,500 is the average of two appraisals of \$220,000 and \$215,000.
3. Description and Scope of Project: Approval of this request will permit acquisition of two properties located within the approved campus boundary of UW-Oshkosh. Upon approval, the university will exercise its option to purchase the properties at a total cost not to exceed \$2,677,700. There are no relocation costs associated with this purchase.
 - (a) The property at 717 West Irving Avenue is immediately adjacent to Fletcher Hall on the north and Breese Hall on the west. The building was constructed in 1967 and occupied by the Catholic Diocese of Green Bay. The facility was designed for use as a Newman Center, which is a ministry that serves the needs of Catholic students at non-Catholic universities. In 2004, the property was acquired by the UW-Oshkosh Foundation and subsequently renovated into office/administrative space. The university currently leases the space within the facility for use by the Division of Academic Support. The environmental audit identified the presence of some asbestos in the building, but the materials are principally located in the basement boiler room, are in good condition, and do not pose a hazard to occupants.
 - (b) The property at 738 High Avenue is completely surrounded by campus properties with Black Hawk Commons located immediately adjacent to the southeast and Taylor Hall located to the northwest. The building was constructed in 1960 and has received numerous upgrades and improvements over the years. The property also contains paved parking areas and site improvements. In 2004, the property was purchased from the UW-Oshkosh Credit Union by the UW-Oshkosh Foundation. It is currently being

leased by the university and is used as administrative office space. The environmental audit indicates the property is free of contaminants or hazardous materials.

4. Justification of the Request: The campus has a well documented and long-standing shortage of academic and administrative space. These acquisitions will benefit the university by securing two administrative/office properties contiguous to the campus, relieve overcrowding within Dempsey Hall, provide a new home for the campus police department, and support the overall development of the campus. The properties are within the current campus boundary approved in 1994 and were identified in the university's long range campus development plan as desirable for future university development.
 - a) The property at 717 West Irving Avenue is being leased by the university to house the entire Division of Academic Support. Relocation of this division from Dempsey Hall has relieved overcrowding in that facility and allowed for better organization and utilization of space. Prior to the relocation, the components of the Division of Academic Support were spread out in various pockets throughout Dempsey Hall. Relocating all elements of the Division of Academic support to one facility has enhanced the capabilities and program delivery of this entity.
 - b) The property at 738 High Avenue is being leased by the university and currently provides office space for the Sponsored Programs Office. The long term plan involves moving the Sponsored Programs Office back into Dempsey Hall and relocating the campus police department into this facility. The police department must relocate to make way for the 2008 construction of the New Academic Building. This move provides a more central location for the campus police thus allowing them to be closer located to university housing.
5. Budget: The combined purchase price of both properties: \$2,677,700.
6. Previous Action:

August 19, 2004 Resolution 8888	Granted authority to seek enumeration of \$10,000,000 General Fund Supported Borrowing for land acquisition as part of the 2005-07 Capital Budget request. The Newman Center and the UW-Oshkosh Credit Union were listed at a purchase budget of \$1,080,000 General Fund Supported Borrowing.
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Authority to Construct the Third Central
Chiller Installation Project,
UW-Parkside

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Parkside Chancellor and the President of the University of Wisconsin System, authority be granted to construct the Third Central Chiller Installation project at an estimated total project budget of \$1,339,000 (\$884,000 General Fund Supported Borrowing and \$455,000 Program Revenue Supported Borrowing), as enumerated in the 2005-07 Capital Budget.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin-Parkside
2. Request: Requests authority to construct the Third Central Chiller Installation project at an estimated total project budget of \$1,339,000 (\$884,000 General Fund Supported Borrowing and \$455,000 Program Revenue Supported Borrowing), as enumerated in the 2005-07 Capital Budget.
3. Description and Scope of Project: This project will design and construct the installation of a new 1,000 ton centrifugal chiller and chilled water system improvements in the campus central heating and chilling plant. The plant's electrical system will be upgraded to serve the increased electrical demand of the chiller and related pumps. The chilled water system improvements include:
 - Installation of one new chilled water distribution pump;
 - Replacement or modification of two existing chilled water distribution pumps;
 - Installation of chilled water and condenser water system filters;
 - Installation of a new chilled water air separator and revisions of the chilled water system bypass/common piping; and
 - Demolition of an existing abandoned 850 ton cooling tower.
4. Justification of the Request: The campus heating and cooling plant was constructed in 1972 with space to accommodate two additional chillers and the chilled water distribution system was sized to accommodate additional future loads. The original chillers and chilled water distribution pumps have been revised or replaced, but the chiller capacity has not been increased. Recent extensions of the central chilled water system to Ranger Hall (1997) and the Sports & Activity Center (2000) eliminated any surplus chiller capacity. During hot weather the existing chillers operate near capacity which was confirmed by operating data collected during the summer of 2001.

Proposed additions to the Communication Arts building (80,840 ASF/128,300 GSF) and the Student Union (37,875 ASF/60,800 GSF), as well as the construction of a new resident hall will require additional chilled water system capacity to avoid unacceptable increases in indoor temperature and humidity levels throughout the campus. In 2003 the plant's existing cooling tower was renovated to allow for the installation of a third 800 to 1000 ton chiller in the plant.

The program revenue debt service for the new chiller will be funded from a \$4.50 per student increase in annual segregated fees and a \$23/student increase in annual room rental rates. The fees to support the project may vary based on actual student enrollment and

variance in other revenue streams. The increase in segregated fees, if needed, would be requested and included in the 2007-08 fiscal year.

5. Budget:

Budget	%	Cost
Construction		\$1,122,200
A/E Fees	8.0%	90,000
DSF Mgmt. Fee	4.0%	48,000
Contingency	7.0 %	<u>79,000</u>
Total Project Cost		\$1,339,000

6. Previous Action:

August 22, 2002
Resolution 8582

Granted authority to seek enumeration of a UW System Utility Improvement Project as part of the 2003-05 Capital Budget. The multi-campus utility project included \$884,000 General Fund Supported Borrowing, and \$300,000 Program Revenue Supported Borrowing) for the UW Parkside Third Central Chiller Installation Project.

August 19, 2004
Resolution 8888

Granted authority to seek enumeration of a UW System Utility Improvement Project, as part of the 2005-07 Capital Budget. The multi-campus utility project included \$1,339,000 (\$884,000 General Fund Supported Borrowing, and \$455,000 Program Revenue Supported Borrowing) for the UW Parkside Third Central Chiller Installation Project.

Approval of the Design Report and
Authority to Construct the Student Union
Expansion Project, UW-Parkside

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Parkside Chancellor and the President of the University of Wisconsin System, the Design Report be approved and authority be granted to construct the Student Union Expansion project at an estimated total project cost of \$25,191,000 (\$1,461,000 General Fund Supported Borrowing and \$23,730,000 Program Revenue Supported Borrowing), as enumerated in the 2005-07 Capital Budget.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin-Parkside
2. Request: Requests approval of the Design Report and authority to construct the Student Union Expansion project at an estimated total project cost of \$25,191,000 (\$1,461,000 General Fund Supported Borrowing and \$23,730,000 Program Revenue Supported Borrowing), as enumerated in the 2005-07 Capital Budget.
3. Description and Scope of Project: This project will construct an addition of approximately 41,700 ASF/53,000 GSF to the existing Student Union and will remodel approximately 68,900 GSF of the existing building. This will result in a building that will contain approximately 78,300 ASF/124,700 GSF. The proposed design includes a single story addition to the east and a two story addition to the north and south of the existing building, which has three stories and a basement level. New construction and remodeling work will be phased to allow existing operations to continue without disruption.

The proposed design will provide active spaces, including dining, food service, bookstore, cinema, credit union, recreation/multi purpose space, and the new Integrated Services Center, on the lower two levels of the facility. Quieter areas, including office areas, meeting rooms, a ballroom, and student organization areas, will be provided on the upper two levels.

Remodeling work will completely update the plumbing, mechanical, electrical, and telecommunications infrastructure of the existing building, and will make Americans with Disabilities Act (ADA) accessibility improvements. Asbestos-containing building materials will be abated. The project will also include related site work and landscaping, including improvements to campus circulation in accordance with recommendations in the campus master plan. The exterior design will match existing campus materials, forms, and details. The project also will provide an easily identifiable new entry to the UW-Parkside campus.

4. Justification of the Request: The original student union was constructed in 1976, when UW-Parkside was a commuter campus. As a result of this and budget constraints, minimal space was provided for campus organizations and program activities. In 1986 the first residence facility was constructed, and there are now over 750 residents on campus. Future plans include increasing resident housing. These residents create a demand for student organization space and for space to hold program activities that cannot be accommodated in the existing Student Union or elsewhere on campus. In addition, there is only one large space in the existing building – the dining room – which makes scheduling large events very difficult. The proposed design will provide adequate student organization space by

consolidating space now scattered throughout the campus in temporary locations. A large ballroom and other meeting room space will be constructed, allowing the scheduling of program activities, large events, and conferences.

The existing campus lacks an easily identifiable “front door” or single point of entrance for those visiting the campus. In addition, most student services are located in Wyllie Hall, with admissions being located in Molinaro Hall. Neither location is easy to find for visitors and prospective students. This project will create an Integrated Services Center in a prominent location on the first floor of the Student Union. This center will include admissions and visitor offices, and will include space for student services, such as financial aid, that will temporarily have staff in the center at times of the year when there is peak demand for those services. A prominent new main entrance will be built that is easy to find and welcoming for visitors. This entrance will serve as the “front door” of the campus.

The existing cinema theater has a number of deficiencies in layout and acoustics that limit its use. Improvements will be made to that space to allow it to better serve a variety of functions.

Funding for the project will come primarily from an increase in student fees, which was approved by the UW-Parkside Segregated University Fee Allocation Committee and the UW-Parkside Student Government Association. The fee increase will be phased in over four years at approximately \$100 per year through 2007. Segregated fees in 2003 were \$572. The first year of the fee increase began in July 2004. As of July 2006, the third year of the phased increase, segregated fees will be \$816. In the 2004-05 and the 2005-06 annual budgets adopted by the Board of Regents, the UW-Parkside fee detail noted the four-year implementation plan. The yearly fees to support the project may vary based on actual student enrollment and other revenue streams that may result from an improved facility.

5. Budget:

Budget	%	Cost
Construction		\$19,635,000
Hazardous Material Abatement		40,000
Contingency	7.2%	1,438,100
A/E Fees	8.2%	1,609,000
Other Fees		36,900
DSF Mgmt. Fee	4.0%	844,000
Moveable and Special Equipment		1,525,000
Percent for Art	0.25%	63,000
Total Project Cost		\$25,191,000

6. Previous Action:

August 22, 2002
Resolution 8582

Recommended that the Student Union Expansion & Admissions Center project be submitted to the Department of Administration

and the state Building Commission as part of the UW System 2003-2005 Capital Budget at an estimated total project cost of \$22,164,000 (\$1,402,400 GFSB and \$20,721,600 Program Revenue Supported Borrowing). The project was subsequently enumerated at \$22,164,000 PRSB.

August 19, 2004
Resolution 8888

Recommended that the Student Union Expansion & Admissions Center-Increase be submitted to the Department of Administration and the state Building Commission as part of the UW System 2005-2007 Capital Budget at an estimated cost of \$2,408,000 (\$1,425,000 GFSB and \$983,000 PRSB). The increase was subsequently enumerated at \$3,027,000 (\$1,461,000 GFSB and \$1,566,000 PRSB) for a total estimated project cost of \$25,191,000 (\$1,461,000 GFSB and \$23,730,000 PRSB).

Authority to Construct Various
Maintenance and Repair Projects,
UW System

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the President of the University of Wisconsin System, authority be granted to construct various maintenance and repair projects at an estimated total cost of \$10,033,500 (\$3,655,000 General Fund Supported Borrowing, \$4,830,800 Program Revenue Supported Borrowing, and \$1,547,700 Program Revenue-Cash).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin System
2. Request: Requests the authority to construct various maintenance and repair projects at an estimated total cost of \$10,033,500 (\$3,655,000 General Fund Supported Borrowing, \$4,830,800 Program Revenue Supported Borrowing, and \$1,547,700 Program Revenue-Cash).

FACILITIES MAINTENANCE & REPAIR

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
LAX	05H1K	Whitney Freezer/Cooler Repl	\$0	\$0	\$478,500	\$0	\$0	\$478,500
FM&R SUBTOTALS			\$0	\$0	\$478,500	\$0	\$0	\$478,500

UTILITIES REPAIR & RENOVATION

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
LAX	06C2M	Htg Plnt FeedWater/Deaerator Repl	\$226,800	\$0	\$133,200	\$0	\$0	\$360,000
MSN	06C2L	Babcock Dr./Linden Dr. Utility Connect	\$384,000	\$0	\$102,000	\$0	\$0	\$486,000
MSN	06C2K	Campus Dr. Bike Path Ph. I	\$0	\$0	\$834,000	\$0	\$0	\$834,000
OSH	06B2G	Substain Switchgear Repl	\$1,107,000	\$943,000	\$0	\$0	\$0	\$2,050,000
PLT	05F1O	South Res Hall Lot/Road/Walks	\$0	\$2,485,000	\$0	\$0	\$0	\$2,485,000
WTW	06B2D	Wyman Mall Utility Repl	\$1,937,200	\$1,402,800	\$0	\$0	\$0	\$3,340,000
UR&R SUBTOTALS			\$3,655,000	\$4,830,800	\$1,069,200	\$0	\$0	\$9,555,000

	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
APRIL 2006 TOTALS	\$3,655,000	\$4,830,800	\$1,547,700	\$0	\$0	\$10,033,500

3. Description and Scope of Project: This request constructs maintenance, repair, renovation, and upgrades through the All Agency Projects Program.

Facilities Maintenance and Repair Requests

LAX - Whitney Freezer/Cooler Replacement (\$478,500): This project replaces three freezers and six coolers occupying approximately 1,650 SF. Project work includes removing the cooler/freezer compartments and all associated refrigeration systems, installing new coolers and freezers with a rack style refrigeration system providing at least 12,000 BTU cooling capacity, and installing an on-site and remote monitoring and control system(s). The project will provide additional freezer capacity by revising the unit layout.

The freezer and cooler units are original to the building constructed in 1966 and they are in poor condition. The units breakdown frequently, which has resulted in the loss of food products stored in the units. The existing layout does not provide adequate freezer space. In addition, the units are energy inefficient and the insulation in the walls and ceilings of units is beginning to deteriorate.

Utilities Repair and Renovation Requests

LAX - Heating Plant Feed Water System/Deaerator Tank Replacement (\$360,000): This project replaces the deaerator and isolation valves, replaces one boiler feed water pump, and rebuilds a second feed water pump (including replacing related isolation valves etc.). The project also provides the additional boiler make-up water treatment chemicals required while the deaerator is out of service during the construction period.

The Heating Plant was constructed in 1966-67 and the original deaerator tank is beyond its 30 year expected useful life. In 1995, the top of the tank was replaced and a number of large pits on the inside walls of tank were repaired. Additional pits on the inner walls were discovered during a recent inspection, and the vendor conducting the inspection recommended repair or replacement. Some of the pits are approximately 3/8" deep, which makes repairing the tank of questionable value. The boiler feed water pump being replaced is no longer manufactured and replacement parts are unavailable. The pump motors are over 30 years old and are not energy efficient. The pump being rebuilt is 12 years old and the wear rings are worn past tolerance causing the shaft seals to wear out prematurely.

MSN - Babcock Drive/Linden Drive Utility Connections (\$486,000): This project completes utility cross connections along Babcock Drive and Linden Drive. Project work includes installing approximately 180 LF of 4-inch signal ductbank from the signal manhole at the southeast corner of Microbial Sciences to the intersection of Babcock Drive and Linden Drive. The ductbank will be connected into the existing signal ductbank system at the northeast termination. Project work also includes installing approximately 30 LF of 8-inch water main between the two 8-inch water mains located on Babcock Drive and Linden Drive. Construction includes all valves and valve boxes necessary to backfeed the existing water mains from the cross connection. The project also constructs two concrete intersections at the Babcock Drive/Observatory Drive intersection and the Babcock Drive/Linden Drive intersection. Roadway, sidewalk, and landscape restoration work will occur at various locations along Linden Drive between Babcock Drive and Henry Mall.

The utility master plan identified the signal ductbank and water main cross connections in Babcock Drive and Linden Drive as part of the overall campus utility needs. The construction currently occurring as part of the Microbial Science and the Central Campus Utility projects provides an opportunity to complete the utility work in an economical fashion. The concrete intersections reduce damage caused by turning buses on the two heavily traveled bus routes. The roadway, sidewalk, and landscaping work will provide a unified surface when all of the projects are complete.

MSN - Campus Drive Bike Path, Phase I (\$834,000): This project constructs an

approximately 14-foot wide, 4,200 LF asphalt pedestrian/bicycle pathway from University Bay Drive to Linden Drive on the west side of the Veterinary Medicine Building and north of the railroad tracks and Campus Drive. Access to the pathway will occur at University Bay Drive, Highland Avenue, Walnut Street, Willow Creek, and Linden Drive. The project includes construction of an approximately 14-foot wide and 60 LF steel and concrete pedestrian/bike bridge across Walnut Street at the same grade as the existing railroad bridge. Independently powered photovoltaic lamps as well as standard lamps connected to the campus Metasys system will provide lighting and several blue light security stations will be installed as appropriate to cover the length of the pathway. Decorative security fencing will be installed on the south side of the pathway towards the railroad tracks where appropriate to prevent pedestrians from entering the railroad right-of-way. The project also includes all clearing and grubbing, excavation, retaining walls, bank stabilization, landscaping, and pavement markings necessary to complete the entire pathway. The pathway will be constructed according to the federal American Association of State Highway and Transportation Officials and the Wisconsin Department of Transportation design standards.

The project will require an easement from the Wisconsin Department of Transportation and the Wisconsin Southern Railroad for the portion of the path that is located in the railroad right-of-way. The project also includes an approximately \$30,000 assessable improvement for traffic lighting at the Highland Avenue crossing.

The Campus Drive pedestrian/bike pathway is a requirement specified in the 2005 Developer's Agreement between the Board of Regents and the city of Madison to allow construction of the Lot 76 Parking Ramp. Phase I makes a good faith commitment to the agreement with the city and surrounding neighborhoods until the other phases of the pathway can be completed in the future. The use of photovoltaic lights along the pathway also fulfills a condition of the Memorandum of Agreement between the State of Wisconsin, Board of Regents, and Madison Gas & Electric Company (MGE) for approval of the West Campus Cogeneration Facility. The pathway provides the demonstration area requirement of the agreement for environmentally sound energy sources, from photovoltaic lights to biking/walking. MGE will install, pay for, and maintain all photovoltaic lights which constitute approximately half of the entire lighting system.

The pathway will also increase pedestrian and bicycle access on the west side of campus and has been a component of the campus Master Plan since 1996 and the local regional transportation plan since 1977. This project will complete phase I of a multi-phased program to construct a pedestrian/bicycle path from University Bay Drive to Babcock Drive. Future phases will complete the pathway from Veterinary Medicine to Babcock Drive and will be requested sometime in the next four to six years.

OSH - Electrical Substation Switchgear Replacement (\$2,050,000): This project removes the campus primary electrical switchgear located just west of the Facilities Management Center and develops a new switchgear yard approximately 300 LF west of the present location. The new switchgear yard will be located just north of the Wisconsin Public Service (WPS) substation. The 1966 vintage 15KV class exposed metal clad switchgear

lineup will be replaced with a sheltered aisle metal clad switchgear assembly. The new assembly will include compartments for one main and eight feeder draw-out air-magnetic or vacuum circuit breakers along with AC power transformer/panel, DC control power supply and metering. The capacitor bank transclosure will also be replaced.

The 400 LF ductbank containing 10 power conduits and 2 signal conduits routing east from the existing switchgear location to a campus ductbank along High Avenue will be removed. An 800 LF ductbank containing 10 power and 6 signal conduits will be constructed west along Rockwell Avenue from the ductbank along High Avenue to the WPS substation access drive and then south to the new switchgear location. Six campus feeders will be extended to the new switchgear location. Two 4" signal conduits will be routed in a lateral fashion from the ductbank along the access drive to the Ceramics Lab and to the Hazardous Waste Building. An 800 LF ductback containing four 4" signal conduits will be extended south along Pearl Avenue from the ductbank along the access drive to the Aquatics Lab.

The project also removes a feeder cable from the campus steam tunnel and installs a 600 LF ductbank alongside the steam tunnel. The ductbank will contain two power conduits containing one feeder circuit and six signal conduits.

The outdoor switchgear lineup is over 35 years old. The potheads leak oil into the vertical breaker mechanisms and arc chutes causing problems that require an annual shutdown to clean the equipment. Many repair measures have been taken to correct the problem but it still persists. While the outdoor gear was painted in 1986 when the feeder cables were replaced, the exterior panels are showing signs of age. The configuration of the outdoor gear requires operation and maintenance activities to occur in all weather conditions. This is a safety concern. With construction of the central chilled water plant, the last spare feeder breaker was put into service. All six feeder breakers are currently utilized with the capacitor bank fed from a switch/fuse buss tap. No spare breakers or breaker compartments are available.

The project to upgrade the campus fiber optic cable backbone is now in design and will install new multimode and single mode fiber to all campus buildings including the Hazardous Waste facility, the Ceramics Lab, and the Aquatic Research Lab. Installation of signal ductbank to these three buildings will allow the fiber to be installed in ductbank rather than by direct burial. This will provide additional protection for the cable and provide a pathway for future signal cable to these facilities.

The project to repair the pipe support stanchions in the steam tunnel has been requested. Electrical power and signal conduits are supported by these stanchions. The removal of these conduits will allow the repair to proceed unimpeded. Locating the power feeder in a ductbank outside the steam tunnel will increase the life of the power cables. The fiber optic signal cables will be removed under the fiber optic cable backbone project.

The campus physical development plan includes demolition of the Campus Security building and the Facilities Management Center. Demolition of these facilities will allow a relocation/upgrade of Pearl Avenue and the construction of a new academic building. The

Building Commission has authorized planning of a 210,000 GSF academic building. Construction funding will be available in September of 2007. Relocation of the campus switchgear removes this facility from the new roadway and building site. The proposed switchgear site between the WPS substation and the Ceramics Lab will not be impacted by these projects.

PLT - South Res Hall Lot/Road/Walks (\$2,485,000): This project constructs a new 323-stall parking lot along the south side of Southwest Road (midway between Longhorn Drive and Pioneer Road), a 1,900 LF and 30-foot wide roadway section with a cul-de-sac from Longhorn Drive west to the South Residence Hall, a 240 LF pedestrian bridge spanning the ravine between Glenview Commons and the South Residence Hall, and a 280 LF of new 8-foot wide pedestrian walkways (including 70 stairs) connecting the South Residence Hall and the new parking lot and main campus.

The South Residence Hall facility is scheduled to open in August 2006. The 112-stall visitor and public parking lot is located east of the South Residence Hall and does not have adequate capacity to serve both the student resident and visitor/public parking needs. A new parking lot is required to serve the student resident parking needs. Vehicular access to the South Residence Hall facility is also required for fire department access, maintenance and service, shipment deliveries, etc. Pedestrian access from the South Residence Hall to other campus facilities, the new parking lot, and amenities is also required to provide a safe environment for the student residents.

WTW - Wyman Mall Utility Replacement (\$3,340,000): This project replaces underground utilities along the 1,300 LF Wyman Mall utility corridor between Main Street and Starin Road, excluding the area within the University Center Addition and Remodeling Project site. This project replaces domestic water lines, sanitary sewer lines, storm sewer lines, steam conduit, and telecommunications pits. Project work also includes insulating and waterproofing all steam pits within the project area, renovating or replacing steam pit 6 to address safety concerns, and installing new electrical power and telecommunications ductbank and conduits. Campus utilities in the University Center project site will be replaced under the University Center project. New pedestrian walkways, pedestrian walkway lighting, and landscaping improvements will be included both north and south of the University Center construction site. The site work in these areas will be consistent with the plan developed under the current Wyman Mall Site Development Upgrade Project.

The construction of the University Center Addition and Renovation Project requires rerouting and upgrade of all utility infrastructure in the Wyman Mall utility corridor. The utility lines are beyond their useful lives, in poor condition, and/or are undersized for the imminent load. Utility lines both north and south of the project site need to be upgraded to support this project and the College of Business and Economics Project. The new College of Business and Economics facility will be built on the northwest corner of Wyman Mall and Starin Road.

A campus exterior master plan was developed in 1994. Subsequent to the master plan development, several construction projects were completed or planned along the Wyman Mall area that were not included in the master plan, including demolition of the northern

portion of the University Center; construction of a Union addition crossing the mall; demolition of Baker Hall and Sayles Hall; and construction of a new School of Business on the former Baker Hall and Sayles Hall site. A site development project, which followed the concepts included in the master plan, was initiated to provide a consistent plan for the coordination of the building construction projects' site work. New walkways, walkway lighting, and landscaping must be consistent with the site plan developed as part of this project.

4. Justification of the Request: UW System Administration and Division of State Facilities continue to work with each institution to develop a comprehensive campus physical development plan, including infrastructure maintenance planning. After a thorough review of approximately 250 All Agency Project proposals and 520 infrastructure planning issues submitted, and the UW All Agency Projects Program funding targets set by the Division of State Facilities (DSF), this request represents high priority University of Wisconsin System infrastructure maintenance, repair, renovation, and upgrade needs. This request focuses on existing facilities and utilities, targets the known maintenance needs, and addresses outstanding health and safety issues. Where possible, similar work throughout a single facility or across multiple facilities has been combined into a single request to provide more efficient project management and project execution.

5. Budget:

General Fund Supported Borrowing	\$ 3,655,000
Program Revenue Supported Borrowing	4,830,800
Program Revenue-Cash	<u>1,547,700</u>
Total Requested Budget	\$ 10,033,500

6. Previous Action: None.

Approval of the Design Report and
Authority to Construct the Engineering
Student Learning Center Project,
UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, the Design Report be approved and authority be granted to construct an Engineering Student Learning Center project at a total estimated project cost of \$538,000 Gift/Grant Funds.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin–Madison
2. Request: Requests approval of the Design Report and authority to construct an Engineering Student Learning Center project at a total estimated project cost of \$538,000 Gift/Grant Funds.
3. Description and Scope of Project: This project renovates approximately 6,700 ASF/8,600 GSF of existing space on the first floor of Engineering Hall to create a student learning center.

The project includes remodeling existing unused space to provide spaces for group discussions and individual tutoring, informal gathering spaces for students, and an information/resource center. The remodeled area also includes an enclosed meeting room seating 18 people. Space for a small food service operation run by the Wisconsin Union will be provided. Interior construction includes modifications to lighting, power, data, and mechanical systems. Floor finishes will be hard tile and carpet. Wall finishes include wood, glass, and painted drywall. Ceiling finishes will be new acoustic lay-in tiles.

4. Justification of the Request: A full analysis of need for this project was included with the 2005-2007 Capital Budget request. The student learning center in Engineering Hall will provide a convenient, visible location for the College of Engineering's academic support (tutoring) system for undergraduate engineering students. This function is currently located on the fourth floor of the Kurt F. Wendt library, in space that is not very visible to students, nor designed to accommodate the tutoring function. The space to be remodeled in Engineering Hall currently consists of thirty-one interview rooms in the lobby of Engineering Hall that are no longer used. This location is adjacent to other student services offices (first-year advising, transfer services, the academic deans' offices, and Diversity Affairs), and provides an ideal setting for an academic support program that has been enthusiastically embraced by undergraduate engineering students since its creation in 2001.

5. Budget:

Budget	%	Cost
Construction:		\$409,600
Contingency:	6.1%	25,000
A/E Fees:	11.2%	46,000
DSF Management Fee:	4.0%	17,400
Furnishings / Movable Equipment:		40,000
% for Art:		0
Total Project Cost:		\$538,000

6. Previous Action:

August 19, 2004
Resolution 8888

Recommended that the Engineering Student Learning Center project be submitted to the Department of Administration and the state Building Commission as part of the UW System 2005-2007 Capital Budget request at an estimated total project cost of \$538,000 Gift/Grant funds. The project was subsequently enumerated at that level and fund source.

Authority to Exchange of Land with
WARF and Authority to Request a Waiver
to Allow WARF to Construct the
Wisconsin Institute of Discovery and the
Morgridge Institute for Research,
UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, authority be granted to Requests authority to:

(a) exchange a portion of Board of Regents-owned property on the UW-Madison campus for strategic properties of equivalent value located within the UW-Madison development boundary to be acquired by the Wisconsin Alumni Research Foundation (WARF); and

(b) request a waiver of s.16.855 under the provisions of s.13.48 (19) to enter into the necessary agreements with the Wisconsin Alumni Research Foundation to develop and construct the Wisconsin Institute for Discovery (WID) and the Morgridge Institute for Research, with enumerated WID funds of \$19,000,000 General Fund Supported Borrowing (2005-07), \$31,000,000 General Fund Supported Borrowing (2007-09), and up to \$100,000,000 enumerated Gift and Grant Funds (2005-07) with the following provisions:

- (1) General Fund Supported Borrowing for the public research institute will not exceed the \$50,000,000 enumerated in the 2005-07 Capital Budget; and,
- (2) WARF will be required to contract with construction manager who will bid out all of the work included in the project.
- (3) The State of Wisconsin, the Board of Regents and WARF will develop and execute the necessary agreements including the following:
 - Master Term Sheet detailing project costs and terms including a guaranteed maximum price specifying an amount not to exceed \$50,000,000 GFSB funding for the public research institute; and
 - A development agreement specifying the terms and conditions of the construction of the public institute for the university by WARF.
- (4) The Board of Regents and WARF will develop a Land Use Agreement to permit WARF to construct the public institute on university property.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action April 2006

1. Institution: The University of Wisconsin-Madison
2. Request: Requests authority to:
 - (a) exchange a portion of Board of Regents-owned property on the UW-Madison campus for strategic properties of equivalent value located within the UW-Madison development boundary to be acquired by the Wisconsin Alumni Research Foundation (WARF); and
 - (b) request a waiver of s.16.855 under the provisions of s.13.48 (19) to enter into the necessary agreements with the Wisconsin Alumni Research Foundation to develop and construct the Wisconsin Institute for Discovery (WID) and the Morgridge Institute for Research, with enumerated WID funds of \$19,000,000 General Fund Supported Borrowing (2005-07), \$31,000,000 General Fund Supported Borrowing (2007-09), and up to \$100,000,000 enumerated Gift and Grant Funds (2005-07) with the following provisions:
 - (1) General Fund Supported Borrowing for the public research institute will not exceed the \$50,000,000 enumerated in the 2005-07 Capital Budget; and,
 - (2) WARF will be required to contract with construction manager who will bid out all of the work included in the project.
 - (3) The State of Wisconsin, the Board of Regents and WARF will develop and execute the necessary agreements including the following:
 - Master Term Sheet detailing project costs and terms including a guaranteed maximum price specifying an amount not to exceed \$50,000,000 GFSB funding for the public research institute; and
 - A development agreement specifying the terms and conditions of the construction of the public institute for the university by WARF.
 - (4) The Board of Regents and WARF will develop a Land Use Agreement to permit WARF to construct the public institute on university property.
3. Description and Scope of Project: The property to be exchanged with WARF for the Morgridge Institute for Research is a portion of the block located at Randall Avenue on the west, Orchard Street on the east, University Avenue on the north and Campus Drive on the south. The property to be acquired by WARF will be within the development boundary of the UW-Madison. The value of the university assets will be derived from an average of two appraisals. The value of the WARF assets will be based on the purchase price of the

properties plus the transaction costs.

This project will construct two institutes with a total of approximately 300,000 GSF: the first phase of the Wisconsin Institute for Discovery (WID) and the Morgridge Institute for Research. The two institutes will be constructed with a combination of public and private dollars, specifically the \$50,000,000 of enumerated General Fund Supported Borrowing (GFSB) and up to \$100,000,000 Gift and Grant Funds as enumerated by the legislature in the 2005-07 Capital Budget.

The two institutes will operate separately while providing opportunities for collaboration when appropriate. When construction is completed, the public institute will be turned over to UW-Madison for operation. Operations for the Morgridge Institute for Research will continue to be privately supported.

The Morgridge Institute for Research will be constructed with exclusively gift funds. The design and construction of both institutes must be done concurrently because their academic and research functions are interrelated. As a condition of the gifts, the construction will be managed by WARF as the developer. As part of their management of this project, WARF will contract for a construction manager who will be obligated to bid all of the work.

The site for the two institutes consists of approximately 1.94 acres and is bordered by Randall Avenue on the west, Orchard Street on the east, University Avenue on the north and Campus Drive on the south. The property is zoned C-2, general commercial district, and is currently improved with commercial structures and surface parking lots all owned by the Board of Regents.

The selection of design consultants will be done this summer using existing state Division of State Facilities (DSF) procedures with additional WARF participation. The property division between the public and private institutes will be determined once the schematic design for the entire project is complete. At that time, the proposed property boundaries will be established, appraisals for the private institute property completed, and the land exchange executed.

4. Justification of the Project: In 2005 the legislature enumerated the Wisconsin Institute for Discovery at a total estimated budget of \$150,000,000 (\$100,000,000 Gifts/Grant Funds and \$50,000,000 General Fund Supported Borrowing) to strengthen the state's leadership position in science and technology, and promote the state economy with new jobs and investments. This legislation, coming at a time of major scientific breakthroughs on the UW-Madison campus, provides a unique opportunity for the Wisconsin Alumni Research Foundation and the university to set a new course for the future. The construction of WID and the Morgridge Institute for Research will allow the university's best researchers to work in a multidisciplinary manner and solve problems relating to human biology and regenerative medicine.

The site of the twin institutes is located in the heart of campus, surrounded by the departmental homes of computer science, engineering, biochemistry, biotechnology, genetics, and chemistry. The new institutes will provide needed research space, as well as space for visiting faculty, educational outreach, and opportunities for collaboration with private industry.

WID will specialize in basic research and will provide relevant discoveries to researchers in the Medical School's Interdisciplinary Research Complex providing a smooth transition from basic discovery, to medical development, to clinical trials. WID will be a part of the university community providing a home for existing faculty interdisciplinary programs that cross traditional department and college boundaries.

The research direction of WID will be determined by a Research Steering Committee comprised of campus investigators. During the planning and construction phase of WID, the Research Steering Committee will have seed funding to begin the development of research initiatives. The funds will be provided by private donors to jump start interest and serve as a model for projects that move into the institute. Seed grants will be available and will require collaboration by cross-disciplinary teams to address research questions related to the agenda set by the steering committee.

The Morgridge Institute for Research will be a private, not-for-profit, research institute. The donors intend that this will be an endowed research institute that is competitive with similar private research institutes on the east and west coasts. It will work collaboratively with the WID to solve complex problems and attract and retain star faculty. The Morgridge Institute will also provide technology transfer and business acceleration facilities that presently do not exist in the central campus.

The partnership between the two institutes will:

- Foster new approaches to biological and medical problems at the convergence of biotechnology, nanotechnology, and information technology;
- Create the potential for a fundamental transformation of human biology and medicine;
- Provide cutting edge scientific advances for clinical application and translation;
- Build on the university's cluster hiring program by engaging and supporting the more than 100 multi-disciplinary faculty hired as part of that initiative; and
- Establish educational components that will see and integrate cross-disciplinary science into K-12, undergraduate, and graduate education.

Nearly 200 companies have emerged from research which was first conducted on the UW-Madison campus. WARF is the leading tech transfer organization affiliated with the UW-Madison, and has handled about 400 disclosures of potentially marketable ideas in 2005. The successful cycle of transferring basic scientific research to the marketplace and society, and then transferring financial benefits back to the university sustains and encourages innovative approaches to research and educational excellence.

5. Budget: \$100,000,000 Gift and Grant Funds, and \$50,000,000 General Fund Supported Borrowing.
6. Previous Action: While the Board of Regents has not previously acted on this project it was enumerated in the 2005-07 Capital Budget.

Building Commission Action:

March 18, 2005 (SBC) Approved the Wisconsin Institute for Discovery project as part of the 2005-07 Capital Budget at an estimated cost of \$380,700,000 (\$193,200,000 Gifts and Grants, and \$19,000,000 General Fund Supported Borrowing, 2005-07, and \$31,000,000 General Fund Supported Borrowing, 2007-09, and \$137,500,000 Future General Fund Supported Borrowing).

Final Capital Budget:

July 25, 2005 Enumerated as the Wisconsin Institute for Discovery project as part of the 2005-07 Capital Budget at an estimated cost of \$150,000,000 (100,000,000 Gifts and Grants, and \$19,000,000 General Fund Supported Borrowing, 2005-07, and \$31,000,000 General Fund Supported Borrowing, 2007-09).

REVISED 4/3/06

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

April 7, 2006
UW-Green Bay
University Union
Phoenix Rooms A, B & C
Green Bay, Wisconsin

9:00 a.m.

II.

1. Calling of the Roll
2. Approval of the Minutes of the March 9, 10, and 23, 2006 Meetings
3. Report of the President of the Board
 - a. Resolution of Appreciation to Regent Gregory Gracz
[Resolution II.3.a.]
 - b. Report on the March 28 and 29, 2006 Meetings of the Wisconsin Technical College board
 - c. Report on the April 5, 2006 Meeting of the Hospital Authority Board
 - d. Additional Items that the President of the Board May Report or Present to the Board
4. Report of the President of the System
 - a. UW-Green Bay Presentation: Northeastern Wisconsin Growth Agenda
 - b. Additional Items that the President of the System may Report or Present to the Board
5. Report of the Physical Planning and Funding Committee
6. Report of the Business, Finance and Audit Committee
7. Report of the Education Committee
8. Progress Report of the Committee on Faculty/Academic Staff Disciplinary Process
9. Additional Resolutions
 - a. Resolution of Appreciation to UW-Green Bay
[Resolution II.9.a.]
10. Communications, Petitions, Memorials
11. Additional or Unfinished Business

12. Recess into closed session to consider a student request for review of a UW-Milwaukee decision, as permitted by s. 19.85(1)(f), *Wis. Stats.*; to consider possible dismissal of a public employee, to deliberate concerning the case, and to take final action, as permitted by s.19.85(1)(a), 19.85(1)(b), and 19.85(1)(c), *Wis. Stats.*; to confer with legal counsel regarding pending or potential litigation, as permitted by s. 19.85(1)(g), *Wis. Stats.*, to consider personal histories related to naming of a facilities at UW-Milwaukee and UW-Parkside, as permitted by s. 19.85(1)(f), *Wis. Stats.*, to consider a compensation adjustment at UW-Milwaukee, as permitted by s.19.85(1)(c), *Wis. Stats.*, and to consider a disciplinary recommendation regarding a public employee, as permitted by s.19.85(1)(b) and s.19.85(1)(f), *Wis. Stats.*
13. The Board may reconvene in open session to take final action pursuant to s.19.85(1)(b), *Wis. Stats.*, on the possible dismissal of a public employee and on a disciplinary recommendation regarding a public employee. If the Board reconvenes in open session to take final action pursuant to s.19.85(1)(b), *Wis. Stats.*, the Board may reconvene into closed session to complete any unfinished business under agenda item 12.

The closed session may be moved up for consideration during any recess called during the regular meeting agenda. The regular meeting will be reconvened in open session following completion of the closed session.

BOARD OF REGENTS MEETING SCHEDULE

2006

January 5 and 6 (cancelled, circumstances permitting)

February 9 and 10

March 9 and 10

April 6 and 7 (UW-Green Bay)

May 4 and 5

June 8 and 9 (UW-Milwaukee)

July 6 and 7 (cancelled, circumstances permitting)

August 17 and 18

September 7 and 8

October 5 and 6 (UW-Platteville)

November 9 and 10

December 7 and 8

Meeting schedule 2006

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

President - David G. Walsh
Vice President - Mark J. Bradley

STANDING COMMITTEES

Executive Committee

David G. Walsh (Chair)
Mark J. Bradley (Vice Chair)
Roger E. Axtell
Elizabeth Burmaster
Milton McPike
Charles Pruitt
Jesus Salas
Christopher M. Semenas
Michael J. Spector

Business, Finance, and Audit Committee

Charles Pruitt (Chair)
Eileen Connolly-Keesler (Vice Chair) (Audit Liaison)
Thomas A. Loftus
Gerard A. Randall
Peggy Rosenzweig
Brent Smith

Education Committee

Elizabeth Burmaster (Chair)
Danae D. Davis (Vice Chair)
Roger E. Axtell
Milton McPike
Christopher M. Semenas
Michael J. Spector

Physical Planning and Funding Committee

Jesus Salas (Chair)
Gregory L. Gracz (Vice Chair)
Judith V. Crain

Personnel Matters Review Committee

Danae D. Davis (Chair)
Roger E. Axtell
Judith V. Crain
Gerard A. Randall
Michael J. Spector

Committee on Student Discipline and

Other Student Appeals

Brent Smith (Chair)
Milton McPike
Charles Pruitt
Christopher M. Semenas

OTHER COMMITTEES

Liaison to Association of Governing Boards

Eileen Connolly-Keesler

Hospital Authority Board - Regent Members

Roger E. Axtell (Vice Chair)
Peggy Rosenzweig
Brent Smith

Wisconsin Technical College System Board

Peggy Rosenzweig, Regent Member

Wisconsin Educational Communications Board

Eileen Connolly-Keesler, Regent Member

Higher Educational Aids Board

Milton McPike, Regent Member

Research Park Board

Mark J. Bradley, Regent Member

Teaching Excellence Awards

Danae D. Davis (Chair)
Charles Pruitt
Jesus Salas
Christopher M. Semenas

Academic Staff Excellence Awards Committee

Eileen Connolly-Keesler (Chair)
Judith V. Crain
Danae D. Davis
Milton McPike
Gerard A. Randall
Jesus Salas
Brent Smith

Public and Community Health Oversight and Advisory Committee

Patrick Boyle, Regent Liaison

Regent Meeting Improvement Committee

Eileen Connolly-Keesler (Chair)
Roger E. Axtell
Michael Falbo
Charles Pruitt

Committee Regarding Faculty/Academic Staff

Disciplinary Process

Michael J. Spector (Chair)
Peggy Rosenzweig
Brent Smith
Pat Brady
Walter Dickey
Chancellor Markee

Special Regent Committee for UW-Eau Claire

Chancellor Search

Peggy Rosenzweig (Chair)
Eileen Connolly-Keesler
Charles Pruitt
Jesus Salas

The Regents President and Vice President serve as ex-officio voting members of all Committees.