



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

January 31, 2007

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-Madison on February 8 and 9, 2007.

Thursday, February 8, 2007

10:00 a.m. – Education Committee – All Regents Invited

- UW System Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs
 - UW System Freshman Admissions Policy
- 1820 Van Hise Hall

12:30 p.m. – Box Lunch

1:00 p.m. – Education Committee meeting
1820 Van Hise Hall

Business, Finance, and Audit Committee meeting
1920 Van Hise Hall

Physical Planning and Funding Committee meeting
1511 Van Hise Hall

Friday, February 9, 2007

9:00 a.m. – Board of Regents meeting
1820 Van Hise Hall

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/> Thursday, February 8, 2007, at 10:00 a.m. until approximately 12:00 p.m., and Friday, February 9, 2007, at 9:00 a.m. until approximately 12:00 p.m.

Revised 2/05/07

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.1. Education Committee - Thursday, February 8, 2007
1820 Van Hise Hall
1220 Linden Drive, Madison
1:00 p.m.

10:00 a.m. Education Committee – All Regents Invited

- UW System Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs
- UW System Freshman Admissions Policy

12:30 p.m. Lunch

1:00 p.m. Education Committee

- a. Approval: UW System Freshman Admissions Policy.
[Resolution I.1.a.]
- b. Program Authorizations:
 1. Chippewa Valley Technical College Associate Degree of Liberal Arts & Science;
 2. Ph.D. in Educational Psychology, UW-Milwaukee.
[Resolution I.1.b.(2)]
- c. Charter School Authorizations, UW-Milwaukee:
 1. Approval of Milwaukee Renaissance Academy;
[Resolution I.1.c.(1)]
 2. Approval of Seeds of Health Elementary School.
[Resolution I.1.c.(2)]
- d. UW System Appointments to the Natural Areas Preservation Council.
[Resolution I.1.d.]
- e. UW-La Crosse: Summary Report of Accreditation Review by the North Central Association Higher Learning Commission and Institutional Report on General Education.
- f. UW-Stevens Point: Authorization to Recruit for Provost.
[Resolution I.1.f.]
- g. Report of the Senior Vice President: Mid-Year Review of Education Committee Goals.
- h. Additional items may be presented to the Education Committee with its approval.

Criteria for
Approval of Wisconsin Technical College System
Collegiate Transfer Programs

EDUCATION COMMITTEE

Resolution A:

WHEREAS, the University of Wisconsin System and the Wisconsin Technical College System have a long and productive history of working together to advance opportunities for post-secondary education for the citizens of Wisconsin; and

WHEREAS, the two Systems have worked collaboratively and in good faith, as evidenced by the Committee on Baccalaureate Expansion (COBE), to increase the number of baccalaureate degree holders in Wisconsin and to enhance transfer opportunities between the two Systems; and

WHEREAS, through their collaboration, the two Systems have recognized that improving the economic vitality of Wisconsin requires a partnership among the state's educational sectors as well as among government, business and industry, the non-profit sector and labor;

BE IT RESOLVED that, upon recommendation of the President of the University of Wisconsin System, the Board of Regents adopts the Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs.

CRITERIA FOR APPROVAL OF WISCONSIN TECHNICAL COLLEGE SYSTEM COLLEGIATE TRANSFER PROGRAMS

EXECUTIVE SUMMARY

BACKGROUND

Wisconsin Statutes (Wis. Stat. §36.31) require that the Wisconsin Technical College System (WTCS) Board, and the University of Wisconsin System Board of Regents approve the broadening of collegiate transfer programs in WTCS districts. Currently, liberal arts programs leading to the Associate of Arts (A.A.) or Associate of Science (A.S.) degree are offered at three WTCS colleges: Madison Area Technical College, Milwaukee Area Technical College, and Nicolet Area Technical College.

In 2005, WTCS indicated that it would pursue additional collegiate transfer offerings through the development of pre-professional associate degree programs and through increasing the number of liberal arts (formerly called College Parallel) associate degree programs. Since that time, WTCS has established criteria for approval of additional collegiate transfer programs by the appropriate District and the WTCS Board. At its September 2006 meeting, the WTCS Board approved the establishment of a liberal arts collegiate transfer associate degree program for the Chippewa Valley Technical District.

Prior to considering approval of the Chippewa Valley Technical District collegiate transfer program, as required by statute, the UW System Board of Regents is asked to consider and adopt criteria, including principles and guidelines, to be used in approving any broadening of collegiate transfer programs in WTCS districts.

At the December 2006, Education Committee Meeting, a set of criteria, including principles and guidelines, was presented, along with suggested edits of that document introduced by Regent Cuene. The Committee asked that UW System Administration staff work on that document with WTCS staff and a group of Presidents and Chancellors from the two systems, and present it to the Committee for its consideration at a special Education Committee meeting to be held in January 2007. On January 22, the Education Committee met and approved the document with some additional revision, which is now presented for consideration by the full Board.

REQUESTED ACTION

Approval of Resolution A, adopting the Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs.

DISCUSSION

The UW System Board of Regents' Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs describe the process, principles and guidelines by

which the Board will be asked to consider new collegiate transfer programs approved by the Wisconsin Technical College System. These programs include both pre-professional and liberal arts programs, as defined in the attached criteria.

As guidelines for the development of new academic programs for transfer, the criteria will constitute Academic Information Series 1.2.

RECOMMENDATIONS

UW System Administration recommends approval of Resolution A, adopting the Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs.

RELATED POLICIES

Academic Information Series 6.0 (ACIS 6.0 Revised): the UW System Undergraduate Transfer Policy (Board of Regents Resolution 8847 [5/7/04])

Academic Information Series 1.0 (ACIS 1.0)

**University of Wisconsin System
Board of Regents Criteria for Approval of
Wisconsin Technical College System Collegiate Transfer Programs**

Wisconsin Statutes (Wis. Stat. §36.31)¹ require that the Wisconsin Technical College System (WTCS) Board, and the University of Wisconsin System (UWS) Board of Regents (BOR) approve the broadening of collegiate transfer programs in WTCS districts.

WTCS is pursuing additional collegiate transfer offerings through the development of pre-professional associate degree programs and through increasing the number of liberal arts (formerly called College Parallel) associate degree programs. Liberal arts programs leading to the Associate of Arts (A.A.) or Associate of Science (A.S.) degree are currently offered at three WTCS colleges: Madison Area Technical College, Milwaukee Area Technical College, and Nicolet Area Technical College. WTCS has established criteria for approval of additional collegiate transfer programs by the appropriate District and the WTCS State Board. The following describes the principles, guidelines and criteria for consideration by the UW System Board of Regents of new collegiate transfer programs.

I. Principles

- A. *Enhance Credit Transfer.*** The goal of expanding opportunities for liberal arts programs and creating pre-professional programs in the technical college system is to enhance credit transfer so as to expand the opportunities for Wisconsin citizens to earn baccalaureate degrees.
- B. *Avoid Unnecessary Duplication.*** State higher education resources are best utilized by ensuring that additional liberal arts and pre-professional programs do not unnecessarily duplicate existing programs and offerings.
 - 1. In considering additional sites for liberal arts programs and new pre-professional programs, consideration must be given to all options currently available through UWS institutions.

¹ **36.31 Coordination with other educational agencies.**

36.31(1)

(1) The board shall not, without the approval of the technical college system board, broaden the system's post-high school training mission to include the preparation of persons for semiprofessional or skilled-trade occupations beyond those offered during the 1972-73 academic year. The technical college system board shall not, without the approval of the board of regents, broaden its system's collegiate transfer program offerings beyond those in existence during the 1972-73 academic year. In this section, "collegiate transfer program" has the meaning given in s. 38.01 (3).

36.31(2)

(2) The technical college system board, in agreement with the board may designate courses other than those covered under sub. (1) as transferable for collegiate credit between the 2 systems.

2. Approved programs should:
 - a. Meet a projected long-term need by students.
 - b. Draw upon the existing strengths and resources of the WTCS and UWS institutions.
 - c. Identify and justify sources and uses of new or reallocated resources necessary to support the program.

II. Liberal Arts Programs

The WTCS Liberal Arts Program offers two 64-credit degrees, an Associate in Arts (A.A.) and an Associate in Science (A.S.) degree. The degrees are designed for students planning to transfer to a baccalaureate institution. By completing one of these degrees, the student will generally satisfy the first two years of general education requirements for various majors in baccalaureate institutions and obtain an educational foundation in languages, humanities, natural sciences, mathematics, and the social sciences.

A. *Guidelines for Liberal Arts Programs.*

1. Additional liberal arts programs will be considered for WTCS districts in which there is a demonstrated need on the part of existing and potential students and where it has been clearly demonstrated that UWS institutions cannot accommodate the need.
2. Collaboration opportunities, including distance education, offered by UWS institutions should be considered and utilized when feasible.

B. *Review and Approval Process for Liberal Arts Programs.*

1. Throughout the WTCS review process, WTCS staff and UWS Administration (UWSA) staff will be in communication about the proposed new program so that UWS institutions can be informed and consulted as the Liberal Arts program is being developed.
2. Upon WTCS District and the WTCS State Board approval, the programs will be submitted to the BOR through its Education Committee. UWSA staff, in collaboration with WTCS staff, will make a formal presentation on the new liberal arts program to the Education Committee. The final authority for granting the program rests with the Board of Regents.

C. *Criteria for Liberal Arts Program Approval.*

1. Formal review and, if possible, approval of the curriculum for course transfer is obtained from at least one UWS institution to which students are likely to transfer following completion of the Liberal Arts degree.
2. Approval is granted by the appropriate WTCS District Board and the WTCS State Board.

3. The program meets a demonstrated long-term need that is not currently served by a WTCS or UWS institution and where it has been clearly demonstrated that UWS institutions cannot accommodate the need.
4. The program meets appropriate accreditation standards.
5. Concerns raised by WTCS and/or UWS institutions have been considered and addressed.
6. Collaboration with existing UWS or WTCS programs has been investigated and, when appropriate, initiated.
7. The program is an efficient and effective use of state higher educational resources.

III. Pre-Professional Programs

Pre-professional programs would offer a degree that is new to the WTCS. The degree would be an Associate of Arts or Associate of Science in a specified disciplinary area, e.g., engineering, business, and include 40-45 collegiate transfer liberal arts credits, and 18-21 collegiate transfer credits in the pre-professional core area.

Seamless transfer from a WTCS institution to a partner UWS institution's professional program is the primary goal of pre-professional programs. Pre-professional programs would be designed to facilitate transfer between one or more WTCS and UWS institutions where possible. They will be considered from WTCS districts in which there is a demonstrated need on the part of existing and potential students.

A. *Guidelines for Pre-Professional Programs.*

1. The Board may consider pre-professional programs from:
 - a. A WTCS district that has liberal arts degree authority (currently MATC Madison and Milwaukee and Nicolet Technical College).
 - b. A WTCS district that does not have liberal arts degree authority if offered in collaboration with a UWS institution(s).
 - i. This collaboration should draw on the respective strengths of the institutions where feasible (liberal arts in the case of the UWS institution, and the pre-professional in the case of the WTCS institution).
 - ii. This collaboration could involve the development of a consortial degree, offered jointly by a WTCS and a UWS institution.

B. *Review and Approval Process for Pre-Professional Programs.*

1. Throughout the WTCS review process, WTCS staff and UWSA staff will be in communication about the proposed new program so that UWS institutions

can be informed and consulted as the pre-professional program is being developed.

2. Upon WTCS District and WTCS State Board approval, the program will be submitted to the BOR through its Education Committee for approval. UWSA staff, in collaboration with WTCS staff, will make a formal presentation on the new pre-professional program to the Education Committee. The final authority for granting the program rests with the Board of Regents.

C. Criteria for Pre-Professional Program Approval.

1. Approval of the program is obtained from the WTCS and UWS partner institution(s), including the transfer and application of courses toward a degree at the institution.
2. Approval of the program is granted by the appropriate WTCS District Board and the WTCS State Board.
3. The program meets a demonstrated long-term need that is not currently served by a WTCS or UWS institution and where it has been clearly demonstrated that UWS institutions cannot accommodate the need.
4. The program meets the appropriate accreditation standards.
5. The UWS partner institution offers a major or program in a related disciplinary area.
6. Concerns raised by WTCS and/or UWS institutions have been considered and addressed.
7. Collaboration with existing UWS or WTCS programs has been investigated and, when appropriate, initiated.
8. The program is an efficient and effective use of state higher educational resources.

3. The program meets a demonstrated long-term need that is not currently served by a WTCS or UWS institution and where it has been clearly demonstrated that UWS institutions cannot accommodate the need.
4. The program meets appropriate accreditation standards.
5. Concerns raised by WTCS and/or UWS institutions have been considered and addressed.
6. Collaboration with existing UWS or WTCS programs has been investigated and, when appropriate, initiated.
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Seamless transfer from a WTCS institution to a partner UWS institution's professional program is the primary goal of pre-professional programs. Pre-professional programs would be designed to facilitate transfer between one or more WTCS and UWS institutions where possible. They will be considered from WTCS districts in which there is a demonstrated need on the part of existing and potential students.

A. *Guidelines for Pre-Professional Programs.*

1. The Board may consider pre-professional programs from:
 - a. A WTCS district that has liberal arts degree authority (currently MATC Madison and Milwaukee and Nicolet Technical College).
 - b. A WTCS district that does not have liberal arts degree authority if offered in collaboration with a UWS institution(s).
 - i. This collaboration should draw on the respective strengths of the institutions where feasible (liberal arts in the case of the UWS institution, and the pre-professional in the case of the WTCS institution).
 - ii. This collaboration could involve the development of a consortial degree, offered jointly by a WTCS and a UWS institution.
 - c. A WTCS district that does not have liberal arts degree authority, and is not proposing to offer a degree in collaboration with a UWS institution as described in section III.A.1.b., if the Board concludes that such a collaboration is not effective and efficient. The Board will make every

effort, working with the President and the Chancellors of the UWS, to see that effective and efficient collaboration between the two systems occurs in the best interest of students and taxpayers before reaching such a conclusion.

B. Review and Approval Process for Pre-Professional Programs.

1. Throughout the WTCS review process, WTCS staff and UWSA staff will be in communication about the proposed new program so that UWS institutions can be informed and consulted as the pre-professional program is being developed.
2. Upon WTCS District and WTCS State Board approval, the program will be submitted to the BOR through its Education Committee for approval. UWSA staff, in collaboration with WTCS staff, will make a formal presentation on the new pre-professional program to the Education Committee. The final authority for granting the program rests with the Board of Regents.

C. Criteria for Pre-Professional Program Approval.

1. Approval of the program is obtained from the WTCS and UWS partner institution(s), including the transfer and application of courses toward a degree at the institution.
2. Approval of the program is granted by the appropriate WTCS District Board and the WTCS State Board.
3. The program meets a demonstrated long-term need that is not currently served by a WTCS or UWS institution and where it has been clearly demonstrated that UWS institutions cannot accommodate the need.
4. The program meets the appropriate accreditation standards.
5. The UWS partner institution offers a major or program in a related disciplinary area.
6. Concerns raised by WTCS and/or UWS institutions have been considered and addressed.
7. Collaboration with existing UWS or WTCS programs has been investigated and, when appropriate, initiated.
8. The program is an efficient and effective use of state higher educational resources.

EDUCATION COMMITTEE

Resolution I.1.a.:

That, upon recommendation of the President of the University of Wisconsin System, the Board of Regents adopts the attached UW System Freshman Admissions Policy, as amended, replacing and hereby superseding Regent Policies 72-5 on Nonresident Undergraduate Quotas, 72-11 on the Freshman Admissions Policy, 86-5 on the Use of the American College Test, 87-8 on Traditional and Nontraditional Freshman Admissions Policy, and 97-4 on Competency Based Admissions.

UNIVERSITY OF WISCONSIN SYSTEM FRESHMAN ADMISSIONS POLICY

EXECUTIVE SUMMARY

BACKGROUND

The University of Wisconsin System has long recognized that higher education serves as a crucial pathway for advancing individual self-knowledge and knowledge of the world, fostering new knowledge and ideas, preparing individuals for future leadership positions, and for promoting the economic success of UW students and the State of Wisconsin. In recent decades, the UW System's admissions policies and practices have sought to reflect this recognition by striving to make a quality educational opportunity accessible to all qualified students, and by creating educational and diverse environments at each of its institutions which would permit students to maximize that opportunity.

In order to ensure that the UW System's admissions policies are consistent with recent court decisions, clear to Wisconsin students and their families, and designed to enhance access and student success, UW System Administration proposes revisions to the System's freshman admissions policy. The revisions seek to clarify and unify in one policy a group of policies approved at various times since merger.

This policy was first presented to the Education Committee of the Board of Regents in December 2006. Action on the policy was deferred until the February 2007 meeting in order to share the information and discuss the issues with a broader audience. To meet that goal, there have been conversations with state government leaders and other stakeholders; an informational website that invited public comment; and an educational forum, held in five locations and broadcast statewide that included opportunities for public input.

REQUESTED ACTION

Approval of Resolution I.1.a., adopting the UW System Freshman Admissions Policy.

DISCUSSION

The revised freshman admissions policy provides the framework for an admissions process that allows each institution to admit those students whose academic preparation, background and personal experience suggest that the student will benefit from the educational experience and contribute to the educational environment at that institution. More specific requirements may be implemented by the various institutions of the UW System.

The following is a listing of modifications recommended for the UW Freshman Admissions Policy to be considered by the Board of Regents. Modifications #1-9 were

included in the policy brought to the Board in December 2006. They do not substantively change existing policy, but, rather, bring the various admission policy documents into one combined document, clarify admissions requirements and criteria, and update outdated language or information.

Noteworthy modifications include the following:

1. Incorporating the following related admissions policies into a single Freshman Admissions Policy document.
 - 72-5: Nonresident Undergraduate Quotas
 - 72-11: Freshman Admissions Policy
 - 86-5: Use of the American College Test
 - 87-8: Traditional and Nontraditional Freshman Admissions Policy
 - 97-4: Competency Based Admissions
2. Modifying and updating the introductory paragraph of 72-11 to lay out the goals for the combined Freshman Admissions Policy document.
3. Combining portions of existing policies to create a list of “admissions requirements” for all UW institutions.
4. Adding a section on “admissions criteria” to identify factors used by UW institutions in making admissions decisions.
5. Including reference to home-schooled students as a category of applicants with alternative educational backgrounds.
6. Removing reference to the ACT test as the preferred standardized test for admissions. This modification was made to reflect the fact that UW institutions now readily accept both the ACT and the SAT tests.

In addition, the language of the revised policy uses current terminology and removes information which is no longer needed or appropriate, for example:

7. Regent Policy 87-8 “Traditional and Nontraditional Freshman Admissions Policy” was eliminated. This 1987 policy required institutions to use specific categories to report on certain qualities and characteristics of admitted students. That information is now available and will be provided from other sources.
8. References to fall 1991 distribution requirements, which were revised in 1995, were removed.
9. The new document consistently uses the term ‘units’ rather than ‘credits’ which is the term more frequently used by high schools to refer to one year of high school study.

Between the December 2006 and February 2007 meetings of the Board of Regents, editing and formatting changes were made to the policy. In addition, the following substantive modifications were made based on comments received from various stakeholders.

1. The introductory section was modified to clarify:
 - The intent to admit qualified students “whose academic preparation, background and personal experiences suggest that the student will *succeed at the institution, benefit from that educational experience, and contribute to the educational environment.*”
 - That the policy establishes minimum requirements and broad criteria for qualified applicants to be evaluated using a comprehensive, individualized review process.
2. Section II on Admissions Criteria was modified as follows:
 - A sentence was added in Section A. specifying that “academic factors are the most important consideration in making admissions decisions”.
 - Language was added to clarify that academic factors used in the decision making process include not only grade point average and class rank, but also the quality and rigor of the applicant’s college-preparatory coursework and trend in grades through high school.
 - The phrase “but not limited to” was added to Sections A. and C. to make clear that the factors listed in the policy were not intended to be an exhaustive listing.
3. Section V was added to provide for the periodic review of the policy by the Board of Regents to ensure that the policy continues to meet its intended purposes.

RECOMMENDED ACTION

UW System recommends approval of Resolution I.1.a., adopting the UW System Freshman Admissions Policy.

RELATED REGENT POLICIES

Regent Policy 72-5: Nonresident Undergraduate Quotas
Regent Policy 72-11: Freshman Admissions Policy
Regent Policy 86-5: Use of the American College Test
Regent Policy 87-8: Traditional and Nontraditional Freshman Admissions Policy
Regent Policy 97-4: Competency Based Admissions

UNIVERSITY OF WISCONSIN SYSTEM FRESHMAN ADMISSIONS POLICY

The University of Wisconsin System has long recognized that higher education serves as a crucial pathway for advancing individual self-knowledge and knowledge of the world, fostering new knowledge and ideas, preparing individuals for future leadership positions, and for promoting the economic vitality of the entire state. To provide the highest quality educational opportunity for all students in a diverse learning environment, this policy allows each institution to admit students whose academic preparation, background and personal experience suggest that the student will succeed at the institution, benefit from that educational experience, and contribute to the educational environment.

This policy provides minimum requirements for freshman admissions, and broad criteria for evaluating qualified applicants through a comprehensive, individualized review process. In the implementation of this policy, individual UW institutions may establish more specific requirements, consistent with the principles and requirements of this systemwide policy.

I. Admissions Requirements

Freshman applicants, both resident and non-resident, must satisfy the following minimum requirements to be eligible for consideration for admission:

- A. Graduation from a recognized high school or the equivalent.
 - 1. A recognized high school is one which either (a) is accredited by a regional accrediting association or state university or (b) is recognized or accredited by a state department of public instruction or its equivalent.
 - 2. An applicant who has not graduated from a recognized high school must provide evidence of satisfactory completion of the requirements for a high school equivalency certificate or a diploma from a recognized high school, school system, or state department of public instruction based on the GED examination, the Wisconsin High School Equivalency Examination, or other established criteria. Applicants from alternative educational backgrounds, including home-schooled students, should contact the Admissions Office at the campus of interest for admissions information. Additional documents, testing, and a personal interview may be required.
- B. Completion of the UW application for admission and submission to the institution(s) by the required deadline.
- C. Submission of ACT or SAT scores to the institution.

D. Satisfaction of academic unit requirements. Students must satisfy either (1) or (2).

1. For students graduating from high school in spring, 1995 and thereafter, a minimum of 17 high school units is required. (One unit equals one year of high school study or the equivalent.) Thirteen of the 17 units must be distributed as follows:

English	4 units
Social Science	3 units
Mathematics	3 units
Natural Science	3 units

The remaining four units will be:

From the above areas, foreign language, fine arts, computer science, and other academic areas	4 units
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TOTAL	17 units
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Each institution may specify additional unit requirements for the remaining four units and may specify required content for all 17 units. Students graduating from high school prior to spring, 1995, should consult with the Admissions Office at the UW institution(s) for the appropriate academic unit requirements.

2. In recognition of curricular initiatives occurring in many high schools that depart from a traditional Carnegie unit structure, the UW System Board of Regents has approved an alternative method by which an applicant may demonstrate that he or she has satisfied the academic unit requirement. This is referred to as Competency-Based Admission.

High school officials may elect to prepare a UW System Competency-Based Admission profile in addition to, or in lieu of, the traditional high-school transcript for those students whose high school curriculum is not well described by the traditional Carnegie unit structure. The combination of the student's credentials must indicate evidence of preparation in English, social sciences, mathematics, and natural science at a level comparable to that assumed by the traditional academic unit requirements. The admission requirements at each institution for students who apply using Competency-Based Admission will be equivalent to the

**WARNING: This document was revised on February 8, 2007.
Please see the next two pages for final version of this document,
as reviewed and approved by the Education Committee.**

admission requirements for students who apply under the Carnegie unit system.

- E. An institution has the discretion to waive one or more of the minimum requirements for particular applicants where appropriate, based on sound educational judgment.

II. Admissions Criteria

Freshman applicants must demonstrate that they are prepared to do satisfactory academic work at the institution to which they are applying, and that, as members of the campus community, they will benefit from and enrich the educational environment and enhance the quality of the institution. In making this determination, applicants will be given a comprehensive review based upon the following criteria:

- A. **Academics.** Academic factors are the most important consideration in making admissions decisions. Factors that will be considered include, but are not limited to, the quality and rigor of the applicant's college-preparatory coursework, grade point average, class rank and trend in grades.
- B. **Standardized Test Scores.** ACT or SAT scores are used to provide additional academic information about the quality of the applicant's qualifications, but cannot be the sole criteria for admission. An institution may require additional test scores of some or all applicants as supplemental information.
- C. **Other factors.** Other considerations include, but are not limited to, student experiences, work experience, leadership qualities, motivation, community service, special talents, status as a non-traditional or returning adult, status as a veteran of the U.S. military, whether the applicant is socio-economically disadvantaged, and whether the applicant is a member of an historically underrepresented racial or ethnic group.

III. Non-resident Enrollment

Non-resident undergraduate enrollment must not exceed 25% at any UW institution. Each institution may limit the admission of non-resident new freshmen to ensure that the total undergraduate non-resident enrollment does not exceed 25%. This limitation does not include Minnesota reciprocity students.

IV. Admissions Appeals

Applicants who are not accepted for admission may appeal for special consideration through a process defined by the institution.

V. Admissions Policy Review

The Board of Regents shall review this policy every five years.

admission requirements for students who apply under the Carnegie unit system.

- E. An institution has the discretion to waive one or more of the minimum requirements for particular applicants where appropriate, based on the sound educational judgment that the student will succeed at the institution, benefit from that educational experience, and contribute to the educational environment.

II. Admissions Criteria

Freshman applicants must demonstrate that they are prepared to do satisfactory academic work at the institution to which they are applying, and that, as members of the campus community, they will benefit from and enrich the educational environment and enhance the quality of the institution. In making this determination, applicants will be given a comprehensive review based upon the following criteria:

- A. **Academics.** Academic factors are the most important consideration in making admissions decisions. Factors that will be considered include, but are not limited to, the quality and rigor of the applicant's college-preparatory coursework, grade point average, class rank and trend in grades.
- B. **Standardized Test Scores.** ACT or SAT scores are used to provide additional academic information about the quality of the applicant's qualifications, but cannot be the sole criteria for admission. An institution may require additional test scores of some or all applicants as supplemental information.
- C. **Other factors.** Other considerations include, but are not limited to, student experiences, work experience, leadership qualities, motivation, community service, special talents, status as a non-traditional or returning adult, status as a veteran of the U.S. military, whether the applicant is socio-economically disadvantaged, and whether the applicant is a member of an historically underrepresented racial or ethnic group.

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Chippewa Valley Technical College Associate of Science Degree Liberal Arts Transfer Program

Executive Summary

Background

The UW System (UWS) and the Wisconsin Technical College System (WTCS) share the dual goals of enhancing transfer opportunities between the two Systems, and increasing the number of baccalaureate degree-holders in the state. Enhancement of transfer has been a long standing goal evident by the creation of three liberal arts associate degree-granting institutions in the WTCS, and ongoing initiatives to expand credit transfer opportunities. Increasing the number of baccalaureate degree-holders in the state is the primary goal of the joint UWS-WTCS Committee on Baccalaureate Degree Expansion (COBE).

Wisconsin Statutes (Wis. Stat. §36.31) require that the WTCS Board and the UWS Board of Regents approve any broadening of collegiate transfer programs in WTCS districts. Currently, liberal arts programs leading to the Associate of Arts or Associate of Science degree are offered at three WTCS colleges: Madison Area Technical College, Milwaukee Area Technical College, and Nicolet Area Technical College.

At its September 2006 meeting, the WTCS Board approved the establishment of a liberal arts collegiate transfer associate of science degree program for the Chippewa Valley Technical College District (CVTC). The Chippewa Valley District includes five locations: Chippewa Falls, Eau Claire, Menominee, Neillsville, and River Falls. The proposed associate of science degree would be implemented at the CVTC-Eau Claire location. That proposal now comes before the UWS Board of Regents for discussion.

REQUESTED ACTION

For discussion purposes only; no action required at this time.

DISCUSSION

Program Description

The Associate of Science Liberal Arts degree is designed to prepare students to transfer to four-year colleges and universities. The degree builds skills in using observation, quantitative analysis, and logic in the areas of math, biology, and the physical sciences. The curriculum focuses on the development of written and verbal communication skills, broad-based problem solving abilities, critical thinking skills, and the knowledge of diverse cultures. The associate of science degree requires liberal arts courses designed for collegiate transfer. Chippewa Valley has developed 34 courses to meet the needs of students seeking the associate of science degree. The program at CVTC-Eau Claire is designed to serve 150 students at full capacity.

The associate of science degree requires 64 credits, minimally distributed as follows:

Associate of Science -minimum credits	
English	6
Speech	3
Mathematics & Science	20
Social Science	6
Humanities	9
Diversity	3
World/Foreign Language	4
Health/Wellness	1
Electives	5

Principles, Guidelines and Criteria

At its January 22, 2007 meeting, the Education Committee approved a set of principles, guidelines and criteria for the consideration of both liberal arts and pre-professional degree proposals approved by the WTCS Board. That policy document will be considered by the full UWS Board of Regents at its February 9, 2007 meeting. The principles contained in the document support the goal of enhancing credit transfer to expand opportunities for Wisconsin citizens to obtain baccalaureate degrees. At the same time, they acknowledge the need to avoid unnecessary duplication that would result in an inefficient use of the state's higher education resources. The guidelines specify that a case be made that the need for the program cannot be served by UW institutions, and that collaboration opportunities between the two Systems be considered and utilized to meet the need where feasible. The criteria require that there is a projected long-term need for the program, and that the program draws upon existing strengths and resources of the two Systems.

The criteria in the document approved by the Education Committee that are central to the consideration of the CVTC liberal arts associate of science degree proposal relate to need, collaboration and resources.

Need: (Criterion II.C.3) "The program meets a demonstrated long-term need that is not currently being served by a WTCS or UWS institution and where it has been clearly demonstrated that UWS institutions cannot accommodate the need."

There are existing options for students in the Chippewa Valley who are interested in attending or transferring to a UW institution. These include: an online associate degree program offered by the UW Colleges; existing policy which permits the transfer of up to 30 credits of general education courses for applied associate degree programs, and technical courses on a course-by-course basis from CVTC to a UW institution; baccalaureate degree programs at UW Eau Claire, River Falls, and Stout; an associate degree program at UW Eau Claire and UW River Falls; and joint admission to UW-Eau Claire and CVTC, with students having the opportunity to live in UW-Eau Claire residence halls. For students interested in a campus-based UW Colleges associate degree

program, the nearest program is at UW-Barron County, 60 miles from CVTC's Eau Claire campus.

According to data from the Joint Administrative Committee on Academic Programs (JACAP), a committee of UWS and WTCS representatives encouraging collaborative efforts between the two Systems, significant numbers of CVTC students are transferring to UW institutions. During the five years leading up to 2005, there was an increase in the number of transfer students from CVTC to a UW institution from 123 to 246. In 2004-05, CVTC had 4.6% of the total WTCS associate degree enrollment, however, its 246 student transfers represented 9.1% of the total WTCS students transferring to UW institutions. More recent data indicate that in the 2005-2006 academic year, 229 students transferred from CVTC to UW institutions.

JACAP data also indicates that the more credits students earn prior to transferring from two-year institutions to baccalaureate institutions, the higher their graduation rates are at those baccalaureate institutions.

Therefore, the fundamental need questions that must be considered and addressed are:

- Are the options currently available at CVTC, along with the available UW Colleges online program sufficient to meet the needs of students interested in transfer?
- Would student needs be better addressed if CVTC offered an associate of science degree?
- How responsive can Wisconsin public higher education institutions afford to be in providing alternatives for students who have other options to pursue public higher education in the state, but choose not to pursue them because of their sense of lack of convenience or fit to their needs?
- Would the proposed associate of science degree address the shared goals of enhancing transfer between the two Systems, and increasing the number of baccalaureate degree holders in the state?

Collaboration: (Criterion II.C.3) "Collaboration with existing UWS or WTCS programs has been investigated and, when appropriate, initiated."

The CVTC proposal calls for a program in which students would be able to complete all the requirements for an associate of science degree through courses offered by CVTC. This would involve the creation of a curriculum of courses at the college transfer level by CVTC. In other areas of the state, where WTCS and UW Colleges campuses are closer to one another, 1 + 1 degree programs have been developed in which students take about one half of the curriculum for a UW Colleges Associate Degree at a partner WTCS campus. There is also a possibility for a blended classroom-based/online program utilizing UW Colleges online courses. In addition, students pursuing the proposed CVTC program would be able to take as many as 75% of their credits from other institutions.

The fundamental questions related to collaboration are:

- Could this associate of science degree be offered more effectively as a collaborative program between CVTC and the UW Colleges?
- Have collaboration opportunities with other UW institutions been fully explored?

Resources: (Criterion II.C.7) “The program is an efficient and effective use of state higher educational resources.”

While the overall instructional costs per student are higher at the WTCS than the UWS, because of greater taxpayer subsidy, students pay lower tuition at WTCS institutions than at UW institutions. Some of the students who would be served by the associate of science degree program are already CVTC students, largely pursuing the supervisory management program. Much of the staffing needs of the liberal arts program would be met through reallocation by transferring faculty resources from courses that are currently general education courses for applied associate degree programs, to new liberal arts courses designed for collegiate transfer. Use of UW Colleges online courses could enable some of the current costs of that program to be spread among additional students, without adding additional cost. A collaborative program in which the UW Colleges staffed some courses at CVTC would require additional resources to serve a population that the UW College is currently not serving. The fundamental question therefore is:

- Would a collaborative associate of science degree program between CVTC, UW Colleges and/or other UW institutions be more cost effective than an associate of science degree program offered solely by CVTC?

CONCLUSION

The goal of the proposed program is to increase transfer between the WTCS and the UWS, resulting in an increase in the number of Wisconsin residents with a baccalaureate degree. The questions outlined above need to be addressed in order to assess whether that goal would be achieved efficiently and effectively by the CVTC proposal. These questions are posed so that the UWS Board of Regents can have an informed discussion on the merits of the issues involved in a significant decision about the landscape of public higher education in Wisconsin.

Program Authorization (Implementation)
Ph.D. in Educational Psychology
University of Wisconsin-Milwaukee

EDUCATION COMMITTEE

Resolution I.1.b(2):

That, upon recommendation of the Chancellor of the University of Wisconsin-Milwaukee and the President of the University of Wisconsin System, the Chancellor be authorized to implement the Ph.D. in Educational Psychology.

**NEW PROGRAM AUTHORIZATION
Doctor of Philosophy in Educational Psychology
University of Wisconsin-Milwaukee**

EXECUTIVE SUMMARY

BACKGROUND

In accordance with the procedures outlined in Academic Planning and Program Review (ACIS-1.0 revised June 2006), the new program proposal for a Ph.D. in Educational Psychology at the University of Wisconsin-Milwaukee is presented to the Board of Regents for consideration. If approved, the program will be subject to a regent-mandated review to begin five years after its implementation. The University of Wisconsin-Milwaukee and System Administration will conduct that review jointly, and the results will be reported to the Board.

The program will be housed in the Department of Educational Psychology in the School of Education at UW-Milwaukee. The proposed program addresses the national, regional and local needs for school psychologists, counseling psychologists, and for researchers and practitioners in learning and development and research methods.

REQUESTED ACTION

Approval of Resolution I.1.b.(2), authorizing the implementation of the Ph.D. in Educational Psychology at the University of Wisconsin-Milwaukee.

DISCUSSION

Program Description

Currently, UW-Milwaukee's Ph.D. in Urban Education includes concentrations in Counseling Psychology, Educational Psychology, and School Psychology. Under the proposed PhD in Educational Psychology, the three above-listed concentrations are removed from the umbrella of Urban Education and become concentrations of Educational Psychology. The new Ph.D. in Educational Psychology will henceforward be made up of four areas: Counseling Psychology, School Psychology, Learning & Development, and Research Methodology. Since the program areas train students to work primarily as psychologists, it is more appropriate that their degree be from Educational Psychology, as opposed to Urban Education. Furthermore, the change provides greater visibility for students seeking careers in educational, counseling and school psychology, and awards students a degree that is connected with the appropriate discipline. The change is congruent with the interests and disciplinary focus of the faculty, as well as with the career needs of students.

Students are required to complete course work, a preliminary examination, and a dissertation for all program areas. In addition, Counseling Psychology and School Psychology concentrations require a practicum. The requirements for each program area, which are consistent with national norms, are summarized below:

Program Area	Core Courses	Program Area Courses	Practicum	Dissertation
Counseling Psychology	36 credits	18 credits	12 credits	Yes
School Psychology	36 credits	30 credits	12 credits	Yes
Research Methodology	36 credits	24 credits	--	Yes
Learning and Development*	36 credits	18 credits	--	Yes

* Learning and Development requires a master's degree as an entry requirement.

The program is designed, and the courses are offered, to allow students to pursue the degree on a full-time or a part-time basis. The time-to-degree for full-time students in the non-clinical areas (Learning and Development and Research Methodology) is four years whereas in the clinical programs, it is six years. This is consistent with average time-to degree for similar programs nationally. Nearly all full-time students will receive financial assistance through graduate assistantships and/or fellowships.

Program Goals and Objectives

The goal of the proposed program is to prepare psychologists, researchers and educational professionals to effectively work on the unique challenges of promoting education, learning, and mental health in urban environments. The student learning goals for each of the program areas are listed below:

Counseling Psychology graduates are prepared to work as psychologists in applied urban multicultural settings (e.g., clinics, hospitals, counseling centers), as well as in academic settings (faculty or college student services). At the completion of the program, students will demonstrate:

1. knowledge of psychological foundations;
2. the applications of counseling psychology theory and research in practical settings;
3. an understanding of, and competency in, ethical, legal and professional issues governing the practice of counseling psychology;
4. multicultural competence particularly within urban contexts; and
5. research skills including qualitative and quantitative methodologies applicable to counseling psychology.

Learning and Development graduates typically are placed as faculty and researchers in academic settings. At the completion of the program, students will:

1. demonstrate knowledge of the major theories describing human learning and development;
2. demonstrate knowledge of basic developmental processes and principles;
3. demonstrate knowledge of basic mechanisms of cognition and learning;
4. demonstrate knowledge of how learning and development occurs in educational settings;
5. demonstrate an understanding of the ethics of conducting research;
6. demonstrate multicultural competence particularly within urban educational contexts; and
7. conduct research on issues related to human learning and development.

Research methodology graduates have employment opportunities with local and state educational agencies (e.g., school districts, CESAs), government, private corporations, testing companies, consulting companies, and colleges and universities (in either professorial or institutional research positions). At the completion of the program, students will demonstrate:

1. knowledge of procedures to develop and/or apply quantitative methods and advanced statistical models to educational data;
2. knowledge of standards and procedures for developing and utilizing psychological tests and measures;
3. knowledge of procedures for collecting and analyzing test data;
4. knowledge of advanced descriptive and inferential statistical techniques; and
5. knowledge of procedures to optimally design research studies in the social sciences, with a particular emphasis on issues related to urban educational research.

School Psychology graduates are typically employed by public and private schools (preschool, elementary, and secondary), mental health clinics/hospitals, state departments and agencies, and colleges/universities. At the completion of the program, students will demonstrate:

1. the ability to design and implement evidence-based therapeutic interventions that meet the educational and mental health needs of children, adolescents and families in urban settings;
2. competencies in problem-solving consultation with families and professionals within and across schools and community settings to enhance the competencies and resilience of youth, and to promote healthy home, school and community environments in urban settings;
3. competence in conducting comprehensive assessments that are linked to interventions that improve learning and behavioral and mental health outcomes of youth, families and schools;
4. knowledge of APA and NASP (see below) ethical and professional standards when delivering psychological services and conducting research; and
5. competence in conducting, interpreting, critiquing and disseminating high-quality scientist-practitioner research that advances the field of school psychology in urban settings.

The American Psychological Association (APA) provides national accreditation for Counseling Psychology and School Psychology programs; both areas in the current Urban Education program have been accredited since 1996. The National Association of School Psychologists (NASP) extends accreditation to all APA approved programs through a reciprocity agreement.

Relation to Institutional Mission

Consistent with UW-Milwaukee's mission, the doctoral program in Educational Psychology seeks to:

- Attract highly qualified students who demonstrate the potential for developing the skills, dispositions, and knowledge needed to improve urban communities.

- Attract and retain a racially and economically diverse pool of highly qualified students.
- Prepare professionals, including psychologists, with the skills, dispositions, and knowledge needed to offer quality research, consultation and mental health services, especially relevant to urban settings.

Program Assessment

Student achievement of the learning outcomes will be assessed in a variety of ways. Knowledge-based outcomes will be assessed by the evaluation of students' academic work, including, preliminary examinations, research projects, publications, presentations and dissertations. Application-based outcomes will be assessed based on students' clinical and other practica and will be measured through evaluations conducted by clinical supervisors and faculty who use benchmarks established by the Association of Directors of Psychology Training Clinics. Students will also be surveyed on their concerns about the programs. These measures will factor into the overall assessment of the program.

The preliminary examination functions as a sort of "capstone" that is given to all students at the culmination of their coursework. It yields evidence of how well students have reached foundational goals in psychology. Faculty groups in each area will meet annually to discuss how well outcomes are being met based on evidence of strengths and weaknesses in the preliminary examination. Practica evaluations and student surveys will also be analyzed by these faculty groups. Program faculty for each area will communicate their findings at a departmental meeting each August. At that time, the department will consider and plan for any necessary programmatic changes.

Need

There is a growing need for Ph.D.-trained educational psychologists nationally and locally. The U.S. Department of Labor, Bureau of Labor Statistics predicts 18-26 percent growth nationally in the employment of psychologists with doctoral degrees (32,000-46,500 jobs) working in schools, hospitals, and social service agencies, among other areas, through 2012.

Further, there is demonstrated local need for educational psychologists in each of the four program areas.

Counseling Psychology:

There is a strong need for psychologists to work in urban centers in Milwaukee, which has been designated as a Health Professional Shortage Area (HPSA) with a high need for mental health services. The APA has also indicated that there is a national deficit of culturally competent psychologists with urban expertise.

Learning and Development:

Recent recommendations from the National Research Council Committee on Research in Education indicate the need to train more students in evidence-based fields and provide them with "deep substantive and methodological knowledge and skill in a specialized area" and with "meaningful research experience."

Research Methodology:

The National Council on Measurement in Education and the American Psychological Association have recently published statements regarding the growing shortage of people trained in this sub-discipline.

School Psychology:

National surveys as well as political and legal influences, e.g. No Child Left Behind, all indicate that the field of school psychology will play a greater role in addressing the academic, social, and mental health needs of children and families. The shortage of practitioners with doctoral degrees is expected to grow.

Projected Enrollment (5 years)

Students currently enrolled in the program areas of the umbrella program of Urban Education will be transferred over to the proposed Educational Psychology program. The program expects to enroll 18 new students annually and graduate 17. In any given year, projected total enrollments will include 42 percent in Counseling Psychology, 10 percent in Learning and Development, 18 percent in Research Methodology, and 30 percent in School Psychology.

Year	Implementation year	2nd year	3rd year	4th year	5th year
New students admitted	14	16	18	18	18
Continuing students	63	64	65	67	67
Total enrollment	77	80	83	85	85
Graduating students	10	12	13	16	16

Comparable Programs in Wisconsin

In the State of Wisconsin, UW-Madison and Marquette offer programs similar to that proposed for the Learning and Development and Counseling Psychology concentrations within the Ph.D. in Educational Psychology. In School Psychology and Research Methodology, only UW-Madison offers comparable curricula.

Comparable Programs Outside Wisconsin

Educational Psychology departments are configured in a variety of different ways, although typically include foundational as well as applied areas. The proposed Ph.D. in Educational Psychology combines learning/development, research methodology, school psychology and counseling psychology making it unique among other universities in the region. In the upper Midwest region, the Universities of Iowa, Indiana, and Minnesota have the only programs that offer all four concentrations. There are about a dozen other doctoral programs that offer one-to-three of these concentrations. In the Learning & Development area, only Wayne State, the University of Illinois-Chicago, and Loyola University-Chicago mention the urban environment and diversity as a benefit of their programs, and only the University of Michigan references ethnicity as an area of interest. However, although other universities offer the same degrees, many of the students attending UW-Milwaukee are place bound, and thus could not

attend schools in other states. In addition, in the School and Counseling Psychology areas, UW-Milwaukee is the only program in the Midwest specifically designed to prepare urban psychologists.

Collaboration

The only other doctoral-granting programs in Educational, Counseling, and School Psychology in the UW system are located at the University of Wisconsin-Madison. Faculty collaborate quite a bit across the two programs on research projects. Marquette University also offers an accredited doctoral program in Counseling Psychology, and Marquette and the UW-Milwaukee faculty are able to accommodate each other's students if a student has missed a class in the sequence. Students are also able, occasionally, to take an on-line statistics course through other UW campuses; these are typically lower-level statistics classes offered for other master's programs. The other area of collaboration is in practicum sites; Marquette's Counseling Center is one of the most highly sought-after practicum settings for UW-Milwaukee Counseling Psychology students. They routinely accept at least 2-3 UW-Milwaukee students a year.

Diversity

The proposed degree program incorporates a strong commitment to diversity in its curriculum, students, and faculty. The program maintains a multiculturally infused curriculum that gives students an awareness of their own cultural biases and assumptions and allows for evaluation of students based on cultural competencies.

Students gain the knowledge, skills, and attitudes required to work in a heterogeneous environment, while at the same time developing a professional identity and an appreciation of the value of open-mindedness in the interest of diverse populations. Students in Counseling Psychology and School Psychology identify in student surveys that the multicultural focus in the program has been a strong reason for their application to UW-Milwaukee, with eighty percent of its graduates working in an urban setting.

The program's mission includes a commitment to recruit faculty and students from diverse populations. Currently, there are 21 faculty in Educational Psychology; 12 are women and 8 (38 percent) are individuals who identify with a racial/ethnic minority group (1 African American male, 3 Latinas, 3 Asian Americans, and 1 Native American).

There are, currently, 80 students in the four program areas, of which 13 percent are African American, 11 percent are Asian American, 5 percent are Latino/a, and 1 percent is Native American. Thus, 30 percent of the students in the programs are students of color. Strategies in the program areas to recruit a diverse student group have included outreach to the community, creation of a Multicultural Advisory Board, and strong involvement in the Milwaukee Public Schools.

Evaluation from External Reviewers

The program proposal was reviewed by two leading faculty members in the nation in the field of Educational Psychology. One reviewer stated that the proposed program is consistent with other programs throughout the nation and that the emphasis on urban education is a strong

point of the proposed program. He felt that the curriculum was well thought-out and resources adequate. He noted the importance of providing financial support if a program is to attract high quality students. As mentioned previously, full-time students generally are fully supported in this program. The second reviewer was also very positive about the program and commented that shifting the program areas from the Urban Education umbrella to the Educational Psychology degree has been long overdue.

Resource Needs

No new positions are needed for the proposed program. The faculty in the department have been involved in doctoral education in the program areas in the Urban Education umbrella program and will continue to play the same role in the proposed program. Recruitment has been underway for three vacant faculty positions in the department to replace faculty who have retired and/or left. The only new resources needed for the program is the cost of new advertising materials such as brochures. The budget is given below.

Estimated Total Costs and Resources

(assumes costs increase 3% over previous year)

	FIRST YEAR		SECOND YEAR		THIRD YEAR	
CURRENT COSTS	#FTE	Dollars	#FTE	Dollars	#FTE	Dollars
Personnel						
Faculty/Instructional Staff	14.85	\$899,910	14.85	\$926,907	14.85	\$954,715
Non-instructional Academic/Classified Staff	0.30	\$7,800	0.30	\$8,034	0.30	\$8,275
Subtotal	15.15	\$907,710	15.15	\$934,941	15.15	\$962,990
ADDITIONAL COSTS	#FTE	Dollars	#FTE	Dollars	#FTE	Dollars
Nonpersonnel		\$3,000		\$3,000		\$3,000
Subtotal		\$3,000		\$3,000		\$3,000
TOTAL COSTS	15.15	\$910,710	15.15	\$937,941	15.15	\$965,990
CURRENT RESOURCES						
General Purpose Revenue (GPR)		\$907,710		\$934,941		\$962,990
Subtotal		\$907,710		\$934,941		\$962,990
ADDITIONAL RESOURCES						
GPR Reallocation						
(within School of Education)		\$3,000		\$3,000		\$3,000
Subtotal		\$3,000		\$3,000		\$3,000
TOTAL RESOURCES		\$910,710		\$937,941		\$965,990

RECOMMENDATION

The University of Wisconsin System recommends approval of Resolution I.1.b.(2), authorizing the implementation of the Ph.D. in Educational Psychology at the University of Wisconsin-Milwaukee.

RELATED REGENT POLICIES

University of Wisconsin System Academic Planning and Program Review
(November 10, 1995), Academic Informational Series #1 (ACIS-1.0 revised June 2006)

The University of Wisconsin-Milwaukee
Charter School Contract Approval
Milwaukee Renaissance Academy

EDUCATION COMMITTEE

Resolution I.1.c.(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 charter school contract to establish a charter school known as the Milwaukee Renaissance Academy.

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

**MILWAUKEE RENAISSANCE ACADEMY, INC. CHARTER SCHOOL
CONTRACT**

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 options 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 Milwaukee Renaissance Academy, Inc., be granted a charter to operate a public school known as Milwaukee Renaissance Academy (MRA).

MRA will be UW-Milwaukee's tenth charter school. The Office of Charter Schools undertook an extensive review process that began in May of 2004. The review included an in-depth analysis of the MRA Prospectus by the UW-Milwaukee Charter School Board and a three-step review of the MRA Charter School Application by the UW-Milwaukee Charter Application Review Committee. The UW-Milwaukee Charter School Board, the UW-Milwaukee Charter Application Review Committee, and the Director of the Office of Charter Schools recommend approval of the charter school contract to allow MRA to begin operating as a charter school in the fall of 2007.

REQUESTED ACTION

Approval of Resolution I.1.c.(1), approving the Charter School contract with the Milwaukee Renaissance Academy, Inc., to operate a public school known as Milwaukee Renaissance Academy.

SCHOOL DEVELOPMENT

The development of the MRA was initiated by the Milwaukee Renaissance Academy, Inc., a non-sectarian, education provider. MRA will be located at 2212 North 12th Street, Milwaukee, WI 53201. Milwaukee Renaissance Academy, Inc., is a Wisconsin, non-stock, not-

for-profit corporation in good standing under Chapter 181 of the Wisconsin State Statutes and 501(c)(3) of the Internal Revenue Code. The school will be a Local Education Agency (LEA) for federal purposes and will act as its own school district.

SCHOOL BOARD

The Founding Board is drawn together by its members' strong and common commitment to providing a college preparatory education for Milwaukee's underserved youth. The Board began its work in August of 2005 to design Milwaukee Renaissance Academy, a school to serve the critical needs of Milwaukee's underprivileged students by preparing them for college and professional careers. The Board Members are:

Bamidele Ali, Senior Systems Engineer/ Program Manager at General Electric Healthcare.

Felita Daniels Ashley, a former school founder, leader in the Milwaukee area and parent of two young daughters.

Frank Cumberbatch, Senior Assistant to the Mayor for Economic Development.

Phil Heston, Executive Vice President of Miller Compressing Company.

Alonzo Kelly, Ambulatory Care Manager for Children's Hospital and Health System.

Deborah Lukovich, the Founder/ Executive Director of Aliena Project Solutions.

Reggie Moore, Executive Director of Urban Underground.

Deanna Singh, Lead Founder of Milwaukee Renaissance Academy.

Kim Stezala, Director of COMPASS Guide.

Cindy Zautcke, Policy Analyst, serves as part of the leadership team at the Institute for the Transformation of Learning.

EDUCATIONAL PLAN

The purpose of MRA is to provide an academically rigorous, college preparatory high school program serving approximately 650 primarily low-income, minority students in grades six through twelve. MRA will be built on the concepts pioneered by the Building Excellent Schools of Boston, MA, and KIPP of Palo Alto, CA (Stanford University), which are acknowledged leaders in developing high-achieving schools that address the needs of low-income, urban students. MRA will begin with the enrollment of approximately 100 sixth-grade students for the 2007-08 academic year and add one grade per year.

The mission of MRA is to: "empower students to master the skills and knowledge necessary to succeed in competitive colleges and professional careers." Less than one-third of current Milwaukee Public School graduates indicate that they are considering a four-year college as part of their post-graduation plans. Establishing the goal of entering and succeeding in a four-year college program prior to entering high school is essential to students' future success.

Successfully participating in a rigorous college preparatory school program, like that envisioned at MRA, greatly enhances the possibilities of such goals becoming a reality.

Key features of the educational program include:

- A standards-driven curriculum to ensure that all students meet specific national, state and school standards before students matriculate from one grade to the next;
- Rigorous teacher preparation prior to each academic year;
- Effective diagnostic assessments to determine individual student strengths and weaknesses;
- Frequent measurement of student academic progress by means of internal and external assessments;
- Establishment of an extended school day and year to enhance instruction and student skill in Language Arts and Mathematics;
- Expectation that students shall complete 210 hours of community service prior to graduation;
- Establishment of a curriculum and support system that will prepare all students, including those with special needs, for post-secondary education and work; and
- Establishment of a professional and respectful atmosphere, in dress, speech, and interaction, that encourages learning and appropriate behavior.

Milwaukee Renaissance Academy's day will begin at 7:30 a.m. and will finish at 5:00 p.m. for every student. In addition, it will provide a 192-day school year, affording students an additional twelve days of academic instruction. This schedule was adopted because of the specific needs of the population to be served. The extended day and year will provide more time for the key foundational courses—120 minutes of daily instruction in language arts and 120 minutes of daily instruction in math. The strong focus in the core subjects will be augmented by offering daily periods of science, history, foreign language, physical education, art, and various other enrichment activities.

Milwaukee Renaissance Academy graduations requirements for students in grades nine through twelve are as follows:

- 12 credits each in the following subjects
 - Language Arts (4 years)
 - Math (4 years)
 - History (4 years)
 - Science (4 years)
 - Enrichment Courses (4 years)
 - Foreign Language (4 years)
- 4 credits each in the following subjects
 - Art (2 years)
 - Physical Education (2 years)
- Completion of a senior thesis
- Accumulation of at least 210 hours in community service by the twelfth grade.

ELEMENTS OF THE CONTRACT

The contract negotiated with Milwaukee Renaissance Academy, Inc., meets all requirements of the UW-Milwaukee model charter school contract. The Milwaukee Renaissance 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: school leadership, a description of the educational program, methods to attain educational goals, school governance structure, licensure of professional personnel, health and safety, admissions, financial audits, discipline, 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, methods of financial payments, and performance evaluation.
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 Milwaukee Renaissance Academy to be chartered under Wisconsin law.

RELATED REGENT POLICIES

Regent Resolution 7905 (May 7, 1999).



Academic Affairs
Provost and Vice Chancellor

RECEIVED

JAN 26 2006

**Sr. Vice President
For Academic Affairs**

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January 22, 2007, 2007

Rebecca Martin
Interim Senior Vice President for Academic Affairs, University of
Wisconsin-System

Rita Cheng 
Provost and Vice Chancellor

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

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

The development of MRA was initiated by, Milwaukee Renaissance Academy
Inc., a non-sectarian, private, not for profit educational agency. MRA will
operate as an independent, public charter school organized as a non-stock
corporation under Chapter 181 of the Wisconsin State Statutes at 2212 N. 12th
Street, Milwaukee, WI 53222.

The mission of MRA is to: "empower students to master the skills and knowledge
necessary to succeed in competitive colleges and professional careers."

MRA will serve approximately 650 students in grades six through twelve
beginning with the enrollment of approximately 100 sixth grade students in the
2007-08 academic year.

Key features of the educational program include:

- A standards-driven curriculum to ensure that all students meet specific national, state and school standards before students matriculate from one grade to the next;
- Rigorous teacher preparation prior to each academic year;
- Effective diagnostic assessments to determine individual student strengths and weaknesses;
- Frequent measurement of student academic progress by means of internal and external assessments;
- Establishment of an extended school day and year to enhance instruction and student skill in Language Arts and Mathematics;
- Expectation that students shall complete 210 hours of community service prior to graduation;
- Establishment of a curriculum and support system that will prepare all students, including those with special needs, for post-secondary education and work; and
- Establishment of a professional and respectful atmosphere, in dress, speech, and inter-action that encourages learning and appropriate behavior.

MRA will be built on the concepts pioneered by the Building Excellent Schools of Boston, MA and KIPP of Palo Alto, CA (Stanford University) which are acknowledged leaders in developing high achieving schools to address the needs of low-income, urban students.

I am requesting that this be placed on the agenda for the Board of Regents Education Committee meeting in February 2007.

A copy of the contract has been 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) 229-5679.

**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

MILWAUKEE RENAISSANCE 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
MILWAUKEE RENAISSANCE 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 Milwaukee Renaissance Academy, Inc. (the “Grantee”), located at 2212 North 12th Street, Milwaukee, WI 53222, or P.O. Box 100392, Milwaukee, WI 53210.

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

Whereas, the Chancellor of the University of Wisconsin-Milwaukee is authorized by § 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 the purpose of operating 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 § 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 § 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 § 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 authorizes the establishment of a Charter for the Charter School known as the Milwaukee Renaissance 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 the Milwaukee Renaissance Academy, 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” and “MRA” mean a school to be known as the Milwaukee Renaissance 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 the Milwaukee Renaissance 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 the Milwaukee Renaissance Academy, 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(2), 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)l. 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:

MILWAUKEE RENAISSANCE 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 Executive Director, serving at the direction of the School Board, as more fully set forth in Section 3.1(6) below, shall be in charge of the Charter School. The current Executive Director is Deanna Singh, Esq.
 - (b) The Academic Dean shall be responsible for academic and instructional programs. The current Academic Dean is Annemarie Ketterhagen.
 - (c) The Dean of Students shall be responsible for supporting the School's family and students through effective and constant communication, dissemination of information, and fair enforcement of School policies and procedures. This role will likely not be filled until the second year. During this period, however, the Academic Dean shall assume the duties of the Dean of Students.
 - (d) All faculty and administrative staff, including the Academic Dean and the Dean of Students, shall report to the Executive Director. The School Board will hire, set compensation for, and evaluate the Executive Director, and delegate all other hiring and staff management decisions to the Executive Director. The School Board has determined that if chartered the first Executive Director will be Deanna Singh, Esq.

More specifically, although the Executive Director will hold final decision-making power, the responsibilities of running the day-to-day operations of the school will be shared equally with the Academic Dean. There will be, in effect, a two-leader model so that the Executive Director can focus on the daily business functions of the school, such as fundraising, facility, contracts, and school maintenance. The Academic

Dean will focus primarily on the academic program and the teaching faculty.

In addition to the Academic Dean, the Executive Director will also directly supervise the administrative staff and the business manager. The Academic Dean will be responsible for coordinating and leading the teaching faculty interview process and will serve as the direct supervisor of the faculty. The Executive Director will be responsible for making all final hiring decisions.

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

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

The Milwaukee Renaissance Academy may serve students in grades six through twelve. The Mission of the Milwaukee Renaissance Academy is to provide a community of academic excellence that empowers students in grades six to twelve to master the skills and knowledge necessary to succeed in competitive colleges and professional careers. Key features of the educational program include:

- (a) A standards-driven curriculum to ensure that all students meet specific national, state and school standards before students matriculate from one grade to the next;
- (b) Rigorous teacher preparation prior to each academic year;
- (c) Effective diagnostic assessments to determine individual student strengths and weaknesses;
- (d) Frequent measurement of student academic progress by means of internal and external assessments;
- (e) Establishment of an extended school day and year to enhance instruction and student skill in Language Arts and Mathematics;
- (f) Expectation that students shall complete 210 hours of community service prior to graduation;
- (g) Establishment of a curriculum and support system that will prepare all students, including those with special needs, for post-secondary education and work; and

- (h) Establishment of a professional and respectful atmosphere, in dress, speech, and interaction, that encourages learning and appropriate behavior.

The Charter School shall pursue and make reasonable progress toward the achievement of the academic and non-academic goals set forth in its Application and in the Annual Accountability Plan described in Section 5.3 of this Agreement.

- (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 E.
- (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.
 - (c) The Charter School shall administer the Measures of Academic Progress testing program developed by the Northwest Evaluation Association ("NWEA"), or other assessment system approved by the Office, as annually designated by the Office. These assessments are designed to measure student progress and to provide information that can be used to improve teaching and learning. The Charter School shall cause such testing data to be transmitted to the Office in a timely manner. The University will contract with NWEA, or another designated provider, to make the testing program available to the Charter School. The Charter School agrees to reimburse the University for any expenses relating to such assessment including but not limited to the following: a pro rata portion of NWEA's startup costs charged to the University; NWEA's annual per student licensing fee based on the Charter School's total number of individual students assessed; a pro rata portion of NWEA's Training Workshop(s) fee(s); and any additional individualized or customized training(s) provided to the Charter School. This reimbursement is in addition to and does not supersede any of the Charter

School's other contractual obligations under Section 4.6 of this Agreement.

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

The School Board currently consists of nine (9) dedicated members ("Trustees). The size of the School Board shall be at least seven (7) Trustees, but not exceed eleven (11) Trustees, and shall remain an odd number for voting purposes. Any additional Trustees who join the School Board must represent a skill or expertise that is not currently represented, and also must demonstrate a strong commitment to providing the highest education for Milwaukee Renaissance Academy students. The School Board shall have four (4) officers: Chair, Vice-Chair, Secretary and Treasurer. The School Board also shall include five (5) Standing Committees: Student Achievement/Accountability; Finance; Governance; Fund Development; and Parent Committee. The School Board shall delegate day-to-day management of the School to the Executive Director, who shall report directly to the School Board.

The School Board shall comply with all applicable responsibilities under Wisconsin law. Additionally, in the fall of each year, the School Board shall have a retreat during which Trustees shall be given training on governance, Board and Trustee responsibilities. Parents will be welcome to attend all open School Board meetings (as defined in Section 7.6 of this Agreement), and a member of the Parent Committee shall serve as a liaison to the School Board.

- (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 shall adopt a comprehensive Code of Conduct that delineates the rights and responsibilities of all school community members. The Code of Conduct shall be distributed to all MRA staff, families and students. All parties shall be required to return a signed acknowledgement, stating their commitment to abide by the Code.
- (b) The Charter School may, within its discretion, install video cameras in classrooms and common areas to monitor security.

- (c) 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 who reside in the District and provide equal access as set forth more fully in Section 3.1(10) below. The School Board shall specifically target students in low-income communities to ensure that MRA is serving students and families who will benefit most from the School's design and Mission. The Charter School will hold open houses for prospective students, parents and community supporters in the District. Meetings will be held throughout the District in a variety of different locations.

- (10) The requirements for admission to the School:

The Charter School will abide by Wis. Stats. § 118.40(4). The Charter School will be nonsectarian in its programs, admissions policies, employment practices and all other school operations. Further, the Charter School will not charge tuition, and will 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.

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. As a result, applications will be accepted during the open enrollment period. Should the Charter School have more applicants than seats available, MRA shall hold a random public lottery process to place students in the School. Lottery practices shall include the following:

- (a) When one child from a family is admitted, the remaining children from that family also shall be admitted.
- (b) A waiting list shall be maintained in order drawn by lot, if needed, for the admission of students at a grade level should space become subsequently available.
- (c) If a selected applicant fails to enroll by the deadline published, the wait-listed applicants shall be selected in sequential order and given the opportunity to enroll.
- (d) The waiting list shall be maintained from the close of the open enrollment period and random public lottery process to the close of the subsequent school year.

Once students are enrolled, families shall be required to attend an extensive school orientation. The orientation shall be used to thoroughly discuss school culture and expectations. Orientation also shall serve as an opportunity for parents to address any questions or concerns they may have about MRA's academic and behavioral expectations.

- (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 an audited 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. The Office shall provide the School with a list of the financial account detail to assist the School and its auditors in appropriately distributing revenue and expenditures within the following categories and subcategories:

(a) Total Revenue

- (1) State per pupil aid
- (2) Special Education aid
- (3) Federal aid broken down by program source/title
- (4) Grants
- (5) Donations
- (6) Other

(b) Total Expenditures

- (1) Instruction
- (2) Pupil services
- (3) Instructional support including curriculum development, library/media and faculty/staff development
- (4) School Board/Administration
- (5) Facilities
- (6) Contracted Services

(7) Debt service

(8) Other

(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 intends to lease a facility located 2212 North 12th Street, Milwaukee, Wisconsin 53222, beginning on July 1, 2007, and represents that this facility has a full-sized gymnasium and appropriate classroom and administrative space. 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

- 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 |
|-----------------|-------------|

The "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" shall be named as an additional insured under the insurance policies described in section C above. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office annually, prior to the start of each academic year; specifically, the certificate holder shall be the Board of Regents of the University of Wisconsin System, c/o UWM Office of Charter Schools, Enderis Hall Room 582, P.O. Box 413, Milwaukee, WI 53201. A specimen policy for each of the aforementioned insurance requirements shall also be provided to the Office annually. The insurer may not cancel any of the aforementioned insurance requirements prior to the expiration date thereof with less than 60 days notice, and the certificate of insurance shall reflect this requirement. The certificate of insurance must specifically identify any exclusions in any of the aforementioned coverages. Should the Grantee be unable to obtain any of the aforementioned coverages, the Grantee may seek a written waiver of the above provisions from the University's Risk Manager by directing such a request to the Office. Under no circumstances is the Board's right to recovery of damages limited to the fact that it is named as an additional insured under the insurance policies noted above.

The Grantee shall require subcontractors of the Charter School to be insured and provide a certificate of coverage providing for the following:

A.	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 A. 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);
- (7) Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*;
- (8) Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655; and
- (9) 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 ("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.

- 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 Bylaws, 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 five (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 shall provide the Office with a copy of any report submitted to the Department at the time of filing, including the reports identified in Appendix B. The Grantee also agrees to provide the Office with a copy of any and all Charter School records and documents within two (2) weeks of any reasonable request. To the extent that the Charter School provides any Charter School records to the University that are protected by privacy or confidentiality laws, the University agrees to abide by such laws as are applicable to the Charter School and not to disclose such records to any third party, except as required by law.
- Section 4.11 Financial Reports. As required under Section 3.1(11) of this Contract, the Grantee shall submit audited financial statements of the Charter School's operation, including an audited 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 July 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 Pupil Membership Audit, the Special Education Plan (Report No. PI-3200), the Third Friday in September Pupil Count Report (Report No. PI-1567-A), the School Performance Report, the Fall Staff Report (Report No. PI-1202), the Fall Enrollment Report (Report No. PI-1290), the Federal Collection: Special Education Child Count (Report No. PI-2197-A), the Second Friday January Pupil Count Report (Report No. PI-1567-B), the Course Offerings (Report No. PI-1215), the End of the Year AODA/Tobacco Report, and the ESEA Consolidated Application: Title I, Title II, Title III, Title IV, Title V Federal Funds.

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 remodel) 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, 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.
- (a) 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 60 days before the start of a school year (1) copies of its lease or deed for the premises in which the Charter School shall operate and (2) copies of certificates of occupancy and safety which are required by law for the operation of a public school in the State of Wisconsin. Further, the Grantee shall provide copies of all documents identified in Appendix D, the School Opening Checklist, to the Office prior to the required deadlines. The Chancellor reserves the right to review and approve the sufficiency of such documents. The Office must certify in writing that the Grantee has submitted the documents identified in Appendix D in proper

form and by the required deadlines before the School may commence operation 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 H.

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. 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.*;
- (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 operation of its Charter School by September 15 following the 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 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) 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. Following any disposition required by state or federal law, and following the satisfaction of creditors, the trustee

shall distribute any remaining property and equipment purchased with state or federal funds to other 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(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. At the end of 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 review. 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: Part 4D of the UW System Risk Management Manual Vendor Certificates of Interest.

Appendix B: Statement of Anticipated Performance – Measures and Required Reports

Appendix C: Code of Conduct

Appendix D: School Opening Checklist

Appendix E: Curriculum Plan

- 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: Milwaukee Renaissance Academy, Inc.
Attn: Deanna Singh, Executive Director
2212 North 12th Street
Milwaukee, WI 53222

with a copy to: Kathleen A. Rinehart, Esq.
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202-3819

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

Title

Title

Date

Date

APPENDIX A

Part 4D of the UW System Risk Management Manual

Vendor Certificates of Interest

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
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 Each Occurrence	\$1,000,000 \$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 Each Occurrence	\$1,000,000 \$1,000,000
C. Automobile Liability Combined Single Limit Wisconsin Combined Single Limit Interstate Combined Single Limit	 \$2,000,000 \$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 Each Occurrence	\$1,000,000 \$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 B

Statement of Anticipated Performance Measures and Required Reports

Date Due	Requirement Item	Date Submitted
07/01	Annual School Accountability Progress Report CONTRACT Section 5.3(2)(d) & Appendix B	
07/01	School Year Calendar <i>(Provide again if changes are made)</i> CONTRACT Section 4.12 & Appendix B	
07/01	Insurance Coverage Summary/Certificate Coverage CONTRACT Section 3.1(14) & Appendix B	
07/01	Tax Exempt Status under IRC 501(c)(3) <i>(Provide again if changes are made)</i> , and Non-Stock Corporation Bylaws <i>(Provide again if changes are made)</i> CONTRACT Section 4.2 & Appendix B	
07/01	Vendor Subcontracts over \$5,000 <i>(Provide again if changes are made)</i> CONTRACT Section 5.1 (Management), Section 4.8 (Transportation), Section 4.10 (Other) & Appendix B	
08/01	Strategic Plan Initial: <i>(Provide updates whenever plan is modified)</i> CONTRACT Section 5.3(2)(a) & Appendix B	
08/01	Annual School Accountability Plan CONTRACT Section 5.3(2)(c) & Appendix B	
10/01	Letter certifying compliance with Staff Background Check Requirements CONTRACT Section 4.3 & Appendix B	
10/01	DPI FORM PI1567A, Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students and FTE CONTRACT Section 4.4, Section 4.14 & Appendix B	
10/31	Annual Financial Audit CONTRACT Section 3.1(11), Section 4.11 & Appendix B	
10/31	DPI FORM PI2197A , Federal Collection: Special Education Child Count CONTRACT Section 4.14 & Appendix B	
11/10	First Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
12/15	DPI FORM PI1202 , Fall Staff Report CONTRACT Section 4.14 & Appendix B	
12/31	Second Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
02/01	DPI FORM PI1567B , Second Friday January Pupil Count Report CONTRACT Section 4.14 & Appendix B	
04/15	Third Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
05/15	Pupil Membership Audit CONTRACT Section 4.14 & Appendix B	
05/15	WKCE Test Results: Data, ID Code and ID Code Verification CONTRACT Section 3.1(5)(a) & Appendix B	
06/01	Proposed Budget for Coming Year CONTRACT Section 6.1 & Appendix B	
07/01	Initial Building Title/Lease <i>(Provide again if changes are made)</i> CONTRACT Section 7.4 & Appendix B	
07/01	Initial Building Occupancy <i>(Provide update if modified)</i> CONTRACT Section 7.4 & Appendix B	
06/15	Fourth Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
06/30	Current Board Membership Listing Board Minutes /Agendas must be received <i>within 45 days of publishing</i> throughout school year – submit any remaining prior school year minutes/agendas by 6/30 CONTRACT Section 6.2 (1) & Appendix B	

APPENDIX C

Milwaukee Renaissance Academy Code of Conduct

"Be the change you want to see in the world." — Gandhi.

Milwaukee Renaissance Academy students will lead their generation as professionals. The Academy requires a community of academic excellence to foster the learning, growth and education to attain that goal. The Code of Conduct outlined here is provided so that students, families, teachers and administrators understand the Academy's expectations. These rules also allow for consistent enforcement, fairness, and safety. However, the Academy reserves the right, where necessary, to modify the Code of Conduct in order to serve the best interests of our students and successfully implement the Academy's mission. The Academy's community is highly valued and will be protected by the rules and guidelines set forth here.

Our Mission

Milwaukee Renaissance Academy, within a community of academic excellence, empowers students in grades six through twelve to master the skills and knowledge necessary to succeed in competitive colleges and professional careers.

Our Core Values

- A. All students deserve an outstanding education that ensures preparation for and access to college and professional careers;
- B. Character development, especially around perseverance, social responsibility, and professionalism are critical components for a student's success in school, work, and life; and
- C. Direct exposure to new opportunities, experiences, and world languages and cultures builds the character, comfort, and confidence needed to be competitive in an increasingly global economy and society.

Our Goals

- Milwaukee Renaissance Academy students **WILL ACHIEVE** academic success as demonstrated by mastery according to state and national standards in reading, writing, and mathematics.
- Milwaukee Renaissance Academy students **WILL OUTPERFORM** those in the local district as evidenced by measurable achievement on standardized exams.
- Milwaukee Renaissance Academy students **WILL LEARN** in a structured, disciplined environment that provides the supports necessary for academic success, including an extended day and year.
- Milwaukee Renaissance Academy students **WILL PARTICIPATE** in professional and civic education as preparation for citizenship and leadership in Milwaukee and eventually the world.
- Milwaukee Renaissance Academy students **WILL EARN ADMISSION**, as a graduation requirement, into a four year accredited college or university.

Academic & Learning

Academics are our number one priority. It must be our students' number one priority while attending the Academy.

Attendance

To be successful at the Academy a student must be present. Therefore, there are few instances where absences will be considered excused.

- If a student is sick and cannot function then the parent or guardian must call the school in the morning to explain absence.
- If a child is out for consecutive days, the school may require a doctor's note explaining the absence.
- A student absent for more than 10% of the school year (18 days) they will be required to repeat their current grade at the recommendation of the Academic Dean or Executive Director.

Punctuality & Tardiness

MRA does not waste any time. Arriving late to school will result in an automatic detention and demerits. Repetitive tardiness will require a parent meeting with school administrators.

Dismissal and After School Policies

The school day runs until 5:00p.m. There will not be any after-care or child care services. If a child is not involved in a supervised activity, they will be expected to leave the building. Students waiting for a ride home will only be allowed in pre-designated place to work on homework until picked up.

Respecting the Community

MRA is lucky to share the community with other businesses and residents. Therefore, all members of the school community need to be highly respectful of those who live nearby.

- Students traveling to and from school on foot or via MCTS need to conduct themselves as a representative of MRA: travel on the sidewalk in a safe and orderly fashion; dispose of waste appropriately; do not loiter outside or near the school building; and do not touch anything that may be another's personal property.
- In general, all members of the school community need to be sensitive to how their actions affect the neighbors.

Greetings

When students greet each other they will be taught how to shake hands and make eye contact. When they enter rooms they will be taught how to hold the door open for their fellow students. When they greet adults in the building they will use proper titles like Mr., Ms., Madam, and Sir.

Hallways

In order to ensure academic excellence, the students and staff must waste no time. Therefore, in between classes, students will move in lines efficiently and silently through the hallways.

Lunch

Students must remain seated during lunch. They are required to keep their table clean and wiped up after all meals. Students who do not keep their spaces clean will be given demerits. Students are required to keep their voices low and controlled.

Fighting

There is ZERO tolerance for fighting. In almost every case, all involved students will be suspended. Parents will be required to come to school and pick up the students involved in the fight on the day of the incident. The school will teach students non-violent conflict resolution and will expect students to use their knowledge. Faculty will also be trained to spot problems and students are expected to report conflicts before they escalate.

Electronic Devices (cell phones, walkmans, beepers, portable C.D. players, gameboys etc.)

These are NOT allowed in the school. If they are found, on the first offense they will be kept until the end of the day and returned to the student. Thereafter, the parent will need to come to the school to pick up the item. In addition, the school will take no responsibility if the items are lost or stolen.

Phone Use

Students will have access to phones when there is a health or safety issue, emergencies, or the students need to contact parents to let them know that they must stay after school unexpectedly. The phone will not be accessible at normal dismissal time, as parents must plan pick-up times prior to the school day.

Internet and Computer Usage

We will encourage the use of technology for students to only conduct research, complete assignments and communicate with others. Access is a privilege and not a right—if students do not use the equipment appropriately, they will lose their privilege. The following are considered misuses and/or a violation of state and federal law. Where a potential violation of law occurs, appropriate law enforcement officials shall be contacted immediately.

- Sending and/or displaying hateful or pornographic messages or pictures, or downloading of child pornography
- Using abusive, threatening or inappropriate language
- Harassing, insulting or attacking others
- Engaging in or promoting violence
- Engaging in racial, gender, or other slurs
- Receiving or transmitting information pertaining to weapons, such as bombs, automatic weapons, illicit firearms or explosive devices
- Damaging technology equipment (computer systems, computer networks, TVs, VCRs, digital cameras, or scanners)
- Violating copyright laws (copy internet or other materials without permission)
- Using others' passwords
- Trespassing in other students and/or teachers' folders, work, or files
- Intentionally wasting limited resources
- Employing the computer network for commercial purposes
- Transmitting personal information without written parental consent
- Accessing areas considered borderline without written parental consent
- Hacking (attempt to gain unauthorized access to files, folders, and/or other systems)

Violations will result in loss of computer use as well as other disciplinary or legal action.

School Uniforms

School Uniforms will be strictly enforced. The uniforms are a way to prepare our students for the professional dress that will be required of them in their futures. It also eliminates unnecessary distractions. Each morning student uniforms will be checked as part of the formal procedure for entering the school. If a child is not in uniform, parents will be called and asked to bring in the proper materials immediately. If that is not possible the child will not be allowed to participate in any school activities and will not be allowed to sit with the remaining students in the class. All uniform materials should be purchased through the Academy to reduce costs and to ensure compliance with these rules.

Standard uniform requirements

No headgear is allowed unless it is religious in nature.

Excessive jewelry must be removed (this includes dangling earrings, necklaces protruding outside of a shirt, tongue or face piercing etc.)

No brand names can be showing on any clothing items

Distracting hairstyles will not be permitted

Winter

Standard uniform plus

Pants: only 2-4 pocket khaki pants, correct fit, not baggy or tight fit. Must be worn with a belt.

Skirts: Khaki skirt that touches knees and is not tight fit.

Shirt: Button-up long sleeved or elbow length white collared shirt with MRA logo.

Sweater: Maroon with MRA logo

Shoes/Boots: Black with no logos

Summer

Standard uniform plus

Khaki shorts that touch the knees

2/3 length capris that are not tight-fitting

Sneakers or sandals with no logos

Physical Education Uniform

Sneakers with no logos

MRA t-shirt and or MRA sweatshirt

Gym shorts

Substance Abuse Policy

Each fall, parents may request a copy of Milwaukee Renaissance Academy's complete Substance Abuse policy. In short, any student who is reasonably suspected to be under the influence of a controlled substance will be required to have an immediate physical examination and drug test by a licensed physician. If a student's parent cannot arrange an immediate examination then the school will take the student to the school's physician. The student will also be subject to suspension. If the test results are positive then the student will have to have an evaluation and assessment done by a drug and alcohol counselor to determine the nature and severity of the problem. The student must then follow the recommendations and treatment in order to continue at Milwaukee Renaissance Academy. Repeated violations will result in expulsion. Selling or use of controlled substances on school property will also result in expulsion.

Security

Students are never allowed to admit anyone to the school premises except for a teacher, staff member or fellow student unless a staff member is present and gives permission.

Fire Alarm

Any time the fire alarm goes off (including regularly scheduled fire drills), students must obey the following procedures:

- Listen for the fire alarm;
- Line up immediately and be silent;
- Walk silently to the designated exit and line up outside.

School Chores

As a part of the Milwaukee Renaissance Academy community, students are expected to pitch in and help out with keeping the school clean. Just like at home, students will have chores to do around the school. In addition, community service work around the school may be assigned as a consequence for behavior.

Rewards

Nelsen Mandela Pendant: We will host a special celebration for students who exhibit our three primary characteristics: perseverance, social responsibility and professionalism. We will present each of these students with the Nelson Mandela Pendant. We choose to honor students with the Nelson Mandela Pendant because we believe that his life story demonstrates the fruits of constant perseverance, social responsibility and professionalism. This Pendant will only be passed on to students who are nominated for exhibiting all three characteristics in specific ways. Students who receive the Pendant will be allowed to take on special leadership roles for the following week during lunch, community meetings, and in their classes.

Paychecks: MRA also uses a school wide incentive program, a weekly "paycheck" that rewards good citizenship and good deeds with "Renaissance Riches" to purchase items at the school store. Paychecks can also be docked for bad behavior. Students can receive paycheck increases for a variety of reasons, including but not limited to:

- Volunteering to help a student or teacher
- Volunteering service to the school
- Taking initiative
- Showing courtesy
- Performing an act of kindness
- Outstanding effort or improvement
- Doing what's expected when others are not

Academic Distinction: Students will be identified as having summa cum laude status if they achieve straight A's on their report cards. Students will be identified as having magna cum laude status if they earn at least B's on the report cards. Individual students will be rewarded with circle recognition and bulletin board recognition.

Individual Recognition: Students will be regularly acknowledged for outstanding behavior in class and in school.

Group Punishments

Milwaukee Renaissance Academy retains the right, during particularly difficult circumstances, to keep groups of students or an entire class of students after school. The school does not seek to punish the good with the bad, but it believes that we are all responsible for each other - that the actions of some of us do impact, and are impacted by, the entire group.

Public Apologies

Milwaukee Renaissance Academy believes deeply in the idea of community - that we are all responsible for our actions and how they impact others. Therefore, it may be required that students publicly apologize during community circle if they have violated this code of conduct. In a proper apology, a student must articulate what s/he did wrong, demonstrate an understanding of how s/he broke one of the core values that s/he had pledged to live by, and show how s/he will act differently in the future.

Other Rules

Milwaukee Renaissance Academy retains the right to create other rules and consequences as required by specific situations.

Consequences

When students break the code of conduct, they will face a series of consequences agreed upon and supported by all the teachers and parents. These consequences progress in a hierarchy designed to deter a student from poor choices.

Benching

One such consequence that happens during class is benching. Students who misbehave in class or do not keep up with the work can be benched. Benching entails sitting at a designated desk in the back of the room where you are not allowed to talk or interact with any peers or with the teacher. Students who talk while on the bench will be removed from class, and receive even more consequences. The idea behind the bench is that the student has become like an athlete who is unable to participate in the game and must remain on the bench. When the student is able to behave and does his/her work then s/he will be invited once again to participate in class. Students who become repeatedly benched will receive additional consequences.

Loss of Privileges

Milwaukee Renaissance Academy offers students many privileges that can be taken away as a consequence for poor behavior. These include loss of enrichment periods, coming to school early or staying late, participating in after school clubs and teams, and using the computer room.

Detention

Teachers may put students in "detention" due to behavior problems during daily enrichment time. Parents will be informed of a child's detention record and of office referrals but may not receive daily contact about detentions. By signing the covenant the parent agrees to support all after school detention. Detentions will operate on two levels:

DETENTION - held at lunch or in the early morning

- Tardiness
- Incomplete work
- Off-task or unprepared in class
- Not wearing the school uniform

- Talking during inappropriate times
- Excessive talking or fooling in class
- Not following directions
- Failing to return daily work signed by parent

MAJOR DETENTION - held during Enrichment hour

- Cheating
- Disrespect of an adult or peers
- Disrespect of school property or the property of others
- Improper language -- profanity in public
- Habitual tardiness
- Repeated gum chewing offenses
- Unexcused absence or tardiness to class
- Not wearing school uniform
- Refusing to follow a teacher's instructions
- Habitually being unprepared for class
- Not caring for school textbooks and leaving them on the floor or lying around the school
- Using a school telephone without a teacher's permission
- Being in the building unsupervised after 5:00 p.m.
- Office referral: students may be asked to leave a classroom if their disruptive behavior prevents their peers from learning

In-House Suspension

Milwaukee Renaissance Academy may require students to serve an in-house suspension during which they are not allowed to travel to their classes but must spend the school day supervised in one of the school offices doing their schoolwork. These in-house suspensions may be given for students who skip a teacher detention or who demonstrate disruptive behavior. They may also be given in cases where a student needs to be sent home but Milwaukee Renaissance Academy is unable to reach a parent or guardian. During an in-house suspension a student will be given work that must be completed and signed by his/her teachers before he/she can be dismissed at 5:00 p.m. Students who violate rules while on in-house suspension will be given an extra hour of suspension or sent home.

Suspension

To create and maintain a safe, supportive, fair and reliable school community and culture, Milwaukee Renaissance Academy will suspend students from school when there are serious breaches in the discipline code. A student may be suspended for one to three days at the request of the Dean of Students with the approval of the Executive Director or Academic Dean. The Executive Director or Academic Dean must decide suspensions of a greater length after discussion with the faculty. The board will be notified of all suspensions longer than three days. In all cases, parents or guardians will be informed of a suspension and will be required to attend a

conference to address it in order to ensure the disruptive behavior does not continue. Suspended students are required to apologize publicly before rejoining the community circle. Causes for student suspension include, but are not limited to:

- Fighting or physical assault of another student
- Assault of teacher, staff member, or other adult at school
- Taking or attempting to take money or property from another student
- Constant disruptive behavior or continued and willful disobedience
- Excessive disrespect
- Harassment or violent threats
- Open defiance of authority
- Willfully causing or attempting to cause defacement or substantial damage to school property
- Skipping class or truancy
- Possessing, using, or dispensing illegal substances such as drugs, alcohol, cigarettes or firecrackers (Any illegal substances will also be reported to the police, as required by law.)
- Accruing many office referrals or excessive "Major Detentions"
- Repeated uniform violations
- Skipping detention
- Failure of the parent to pick up the report card or live up to other requirements of the covenant

Suspension Process

Suspension Notice. Prior to any suspension, the student shall be advised of the reason for the proposed suspension. A letter from the Dean of Students will be sent to the student's parent(s)/guardian when the student is assigned an in-school or out-of-school suspension. The notice will clearly state: the reason(s) for the suspension and date(s) of suspension; a meeting time for parent(s)/guardian to participate in a conference with the Dean of Students in order for the student to be readmitted to the regular classroom; that the student will not be allowed to participate in classroom and school activities during the suspension period; and the appeal procedure. No student will be allowed to reenter a regular classroom until an agreement between the student, parent/guardian, and Dean of Students has been written and signed by all parties.

Appeal Procedures for Suspension

In-school Disciplinary Actions. Should a parent/guardian disagree with disciplinary action of the school, the parent/guardian may appeal to the Executive Director by arranging an appointment or by writing the Executive Director within three school days of receipt by the parent/guardian of the notice of disciplinary action from the Dean of Students.

Out-of-School Suspension. Should the parent/guardian disagree with an out-of-school suspension, which is limited to five (5) consecutive days or fewer, the parent/guardian may appeal the decision to the Executive Director in writing. Such written request must be filed with the Executive Director within three school days of the notice of suspension, or the right to review and appeal is waived. The written appeal must clearly identify all reasons why suspension should not be imposed, and include any pertinent,

supporting documentation. The Executive Director shall review the written appeal and provide a response within three (3) school days. The decision of the Executive Director shall be final.

Upon receipt of any appeal, the Executive Director shall determine whether or not a student's presence at school creates a danger to persons or property or an ongoing threat of disruption. If the Executive Director determines that a threat to persons or property does not exist, 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 to impose the suspension shall 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.

Expulsion Process

Expulsion will be reserved for students whose conduct is of such character or degree as to constitute a continuing danger to the physical well being of him/herself, other students, staff or Academy property. There will be zero tolerance for bringing a gun or deadly weapon to school or for any assault on school employees or students, and a notice of expulsion shall follow this type of conduct.

A student may also be liable for expulsion for conduct that includes, but is not limited to, possession, use of, or selling of alcohol or controlled dangerous substances while on school property; repeated disruption in the classroom so that the teacher and other students cannot function; or as a result of repeated suspensions and no evidence of student's desire to change the problem behaviors (such as continued and willful disobedience and/or open defiance of authority).

In each case, a student recommended for expulsion shall be one who has not responded to other forms of discipline and support, such as behavior modification plans, detention, suspension, advisor support, parental/guardian involvement and counseling. The expulsion process shall be initiated by the Dean of Students, following a meeting with the student and student's parents/guardian at which time the Code of Conduct violation and facts surrounding the violation are reviewed

Following the conference, and absent any mitigating circumstances, the Dean of Students shall forward his/her expulsion recommendation to the Executive Director, along with all supporting documentation. If the Executive Director moves forward with the recommendation, the Executive Director will provide written notice of the recommendation to the parent/guardian and to the student. The notice to the parent(s)/guardian and student shall clearly state the following information: the specific grounds and the particulars of the student's alleged conduct upon which the expulsion recommendation is based; the time and place of the expulsion hearing; that the hearing may result in the student's expulsion; and the expulsion hearing procedures.

A student shall be expelled only following an expulsion hearing by the Board of Directors, and based upon the recommendation of the Executive Director. If the Board takes action to expel a student, the expulsion order shall be in writing, state the length of the expulsion period and the bases in support of the expulsion. Expulsion shall result in exclusion of the student from regular attendance at the Academy permanently or until the expulsion period is completed.

Students With Disabilities

Students with disabilities may be disciplined, in accordance with state and federal law, for inappropriate behavior. The following procedures shall constitute the general practice for the Academy. However, additional steps may be warranted depending upon a student's individual needs.

- 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 Director has recommended expulsion of the student to the Board.)
- 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:
 - carries a weapon to school or to a school sponsored function;
 - knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance at school sponsored function. In such case, the school must develop or revise the child's functional behavior assessment plan; or
 - inflicts serious bodily injury while at school, on school premises or at a school function.
- If the discipline for a student with disabilities 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.
 - If the behavior was not a manifestation of the student's disability, the student may be subject to the same disciplinary actions as a nondisabled student, except the school must continue to provide an appropriate education to the student.
 - If the behavior was related to the student's disability, the student may not be subject to disciplinary action for periods longer than ten (10) school days.
- A student who is not yet determined to be eligible for special education and related services may assert any of these protections in response to disciplinary actions if the Academy had "knowledge" that the student had a disability before the behavior incident. The Academy is deemed to have knowledge if:
 - The parent/guardian of the student has expressed concern in writing to the Academy personnel that the child is in need of special education or related services;
 - Behavior or performance of the student demonstrates the need for such services;
 - The parent/guardian of the student has requested an evaluation of the student for purposes of determining if the student is in need of special education or related services; or
 - The teacher of the student, or other Academy personnel, expressed concern about the behavior or performance of the student to the director of special education or to other appropriate Academy personnel.
- If a parent/guardian requests an evaluation of a regular education student who is suspended or expelled, the evaluation must be expedited. Pending the results of the evaluation, the student shall remain in the educational program placement determined by school authorities.

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

APPENDIX E

Curriculum Plan

Curriculum for Milwaukee Renaissance Academy

Milwaukee Renaissance Academy will use materials that have demonstrated success with similar populations of students. We will never use any one instructional approach in isolation, as we believe it is important to encourage teachers to devise the most comprehensive methods to deliver the best educational outcomes for students. Our curriculum will be standards-driven, in that we will ensure that all students meet specific national, state, and school standards required before matriculating into higher grades. The Founding Board embraces standards because we believe that they provide a clear and useful framework by which to measure real student progress and hold teachers accountable for student performance. That being said, however, the Milwaukee Renaissance Academy Board, faculty and Administration shall engage in an ongoing process of assessment to ensure that Academy curriculum meets the needs of the students and serves to implement the Academy's mission.

Process

Before each school year begins, our teachers will come together for three weeks of preparation time. During this time, they will create curriculum guides that reflect specific standards their students must reach, a timeline of when those standards will be achieved, methods and materials to reach the standards, and assessments that they will use to test the standards. This work will allow everyone on staff to measure how effectively students are mastering the skills and knowledge necessary at each grade level. This model is based on the curriculum alignment system of Roxbury Preparatory Charter School, the highest performing middle school in Boston, MA serving a 100% minority population, which according to United States Department of Education's Office of Innovation and Improvement, is one of the eight highest achieving charter schools in the nation.¹ By aligning our curriculum with the Wisconsin and national standards, our school curriculum truly will be college preparatory.

Instructional Content

All instructional content is outlined in detail below. Our college preparatory mission informs the content to be taught in each subject at each grade level, and the needs of our incoming students inform the necessary remediation in the earliest entry grades.

Curricular Focus

Milwaukee Renaissance Academy's curricular focus will be aligned with the requirements of the Wisconsin Department of Public Instruction and will be college preparatory. For our students, college will not be an elusive goal. We understand that our students may have serious deficiencies when they first enter the Academy, however our entire school design is to ensure that all students acquire the skills and knowledge to meet the demanding curriculum of the Academy. Diagnostic assessments will determine students' strengths and weaknesses. If necessary, teachers will supplement the curriculum to meet student needs. We also choose to use California grade level standards to supplement the Wisconsin standards because they are widely recognized

¹ Further, in 2004 Roxbury Prep was the highest performing middle school in Boston, and the percentage of Roxbury Prep students scoring advanced or proficient on all four 2004 Massachusetts Comprehensive Assessment Tests (MCAS) tests was higher than that of the state's white students, thereby closing the racial achievement gap. See <http://www.roxburyprep.org/docs/curriculum.htm> for more detail.

as being rigorous, measurable, and appropriately targeted for student growth.² Having both sets of standards underlying our curriculum will make our curriculum truly college preparatory.

Mathematics

Graduating seniors will have achieved and demonstrated mastery of calculus in their last year at the Academy. In order to reach this goal, students must have access to a rigorous and challenging math curriculum beginning in the sixth grade that first addresses previously unlearned skills and concepts and then establishes the foundational numeracy skills on which more advanced math is based.

In grades six to eight, all students will have two hours of math each day. Students in grade nine continuing to need extended math instruction will continue with two hours each day; all other students will receive one hour of math instruction daily. Math I will implement Saxon Math and SRA: Corrective Mathematics to reinforce basic skills. Saxon Math provides an exceptionally strong foundation in basic skills, procedural computation, and conceptual understanding.³ Corrective Mathematics teaches strategies students need for learning facts, working computation problems, and solving story problems.⁴ Math II will reinforce the skills learned in Math I with an emphasis on application and problem solving.

The following chart outlines the mathematics curriculum at Milwaukee Renaissance Academy.

6 th Grade	7 th Grade	8 th Grade	9 th Grade	10 th Grade	11 th Grade	12 th Grade
Math I: Numeracy Procedures	Math I: Pre-Algebra Procedures	Math I: Algebra Procedures	Math I: Algebra (As needed)	Algebra II	Pre-Calculus/Trig	Calculus
Math II Numeracy Problem Solving	Math II Pre-Algebra Problem Solving	Math II: Algebra I Problem Solving	Math II: Geometry			

To ensure that each math course fully addresses the content and skill appropriate to each grade level in a true college preparatory program, teachers will use a state standards alignment template developed for the Academy.

Language Arts (Reading and Writing)

Our graduating seniors will be prepared to read and write as strong college freshmen and women. Their abilities and skills will reflect intensive English Language Arts study and training. Similar to college expectations, graduating seniors will have written a Senior Thesis - the most demanding writing experience throughout their tenure at Milwaukee Renaissance Academy. Such ability is predicated on a strong Language Arts curriculum that ensures reading fluency and comprehension, and strong writing ability in a variety of genres. The following chart outlines the Language Arts curriculum at the Academy.

²Kendall, J., (1999) A Distillation of Subject-Matter Content For the Subject-Areas of Language Arts, Mathematics, and Science (http://www.mcrel.org/PDF/Standards/5091TG_DistillElaMathSci.pdf).

³ See www.saxonmath.com.

⁴ See <http://www.sraonline.com/index.php/home/curriculumsolutions/di/correctivemath/113>.

	6 th Grade	7 th Grade	8 th Grade	9 th Grade	10 th Grade	11 th Grade	12 th Grade
Skill Building	Lang. Arts I: Decoding and Comprehension	Lang. Arts I: Grammar & Writing Foundations	Lang. Arts I: Composition	Lang. Arts I: Oratory Skills	Lang. Arts I: Research/ Writing	Lang. Arts I: Advanced Composition	Lang. Arts I: Thesis Support
Literature	Lang. Arts II: Reading Literature	Lang. Arts II: Reading Literature	Lang. Arts II: Classical Literature	Lang. Arts II: World Literature	Lang. Arts II: American Classics	Lang. Arts II: Contemporary Literature	Lang. Arts II: Senior Thesis

In order to ensure that students are able to successfully complete their Senior Thesis, it is imperative that we plan our Language Arts program thoughtfully and sequentially to that end. Our Language Arts program will build a strong foundation in the five components of strong reading as outlined by the Federal government: phonemic awareness, phonics, fluency, vocabulary, and comprehension.⁵ Beginning in 6th grade, students will minimally have two hours of instruction in language arts every day. This time will be divided into two categories: skill building and literature. In the middle school, the basic skills classes will focus on phonemic awareness, phonics, decoding, and vocabulary. The literature class will focus on fluency and comprehension.

The goal of phonics instruction is to help children learn and use the alphabetic principle, understanding that there are systematic and predictable relationships between written letters and spoken sounds.⁶ We will use a systematic and explicit format for teaching phonics. Phonics are not normally focused on in later grades, however, we expect that a majority of our students will have a weak literacy foundation, and will not have had exposure to an in-depth phonics program, which we believe is fundamental for future academic success. The basic skills class will also focus on vocabulary development – a critical skill for students who plan on attending institutions of higher learning. Vocabulary is tested in state and national assessments, and will be necessary for students to engage socially with their future college classmates. Through our basic skills class, students will develop critical oral and reading vocabulary through the implementation of curricula such as Worldly Wise 3000 and SRA Corrective Reading decoding.⁷

The literature strand of our Language Arts curriculum will focus on fluency and text comprehension. Fluency is the ability to read a text accurately and quickly.⁸ Students will practice their fluency through guided group and individual reading of a variety of texts and genres. This reading progress will be closely monitored to ensure the success of each student in this critical and foundational skill. Regular teacher/student conferences will help the teacher to assess student progress.

Strong literacy is the overall goal of the Milwaukee Renaissance Academy's Language Arts program. We are fully committed to ensuring our students are active and purposeful readers. Therefore, teachers and administrators will develop a rigorous seven-year plan for introducing increasingly difficult texts to our students. Our literature classes - Classical Literature, World Literature, American Classics, and Contemporary Literature – will provide our students with a wealth of exposure to many different texts and writing genres. Research indicates that the more reading materials children are exposed to, the easier it is for them to develop

⁵ Armbruster, B., Lehr, F., and Osborn, J. (2001) "Put Reading First: The Research Building Blocks for Teaching Children to Read" *Center for the Improvement of Early Reading Achievement (CIERA)*.

⁶ Ibid.

⁷ This program has shown remarkable success at Amistad Academy in their middle and high school students and is designed to take students from 3rd to 8th grade levels in reading fluency.

⁸ Ibid.

strong writing and comprehension skills.⁹ The vast diversity of our texts will develop students' ability to hone their reading skills through many different contexts.

Science

Our science instruction will develop mastery of core vocabulary and conceptual knowledge, supplemented with the application of scientific principles in laboratory settings. Analyses indicate that teachers who frequently used standards-based teaching practices positively influenced urban, African-American students' science achievement and attitudes.¹⁰ The following chart outlines the science curriculum at Milwaukee Renaissance Academy.

6 th Grade	7 th Grade	8 th Grade	9 th Grade	10 th Grade	11 th Grade	12 th Grade
Life Science	Earth Science	Biology	Physics	Chemistry	Honors/AP Chemistry or Physics	Environmental Science

Along with standards-driven science curriculum developed under the leadership of our Academic Dean, we will also draw strategically from the FOSS program. Research has shown that “the best way for students to appreciate the scientific enterprise, learn important scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiries, investigations, and analyses.”¹¹ The FOSS program engages students in these processes as they explore the natural world and has had tremendous results with students in diverse and underserved communities.¹² It guides students through intensive reading and hands on interaction with scientific ideas and concepts. Where there are gaps in the FOSS program in relation to Milwaukee Renaissance Academy and state standards, teachers will supplement the curriculum as appropriate.

Social Studies

Wisconsin Department of Public Instruction defines social studies as a “coordinated, systematic study of information, skills, and concepts from the disciplines of history, geography, political science, economics, anthropology, psychology, law, archaeology, and sociology with attention also given to connections among the peoples and nations of the world, the effect of science and technology on society (and vice versa), and the ways to practice good citizenship.”¹³ This expansive description requires that students have a very intense exposure to social studies within their curriculum. The Academy will approach this area of study through the lens of E.D. Hirsh's Core Knowledge Sequence during our first charter. The Core Knowledge sequence clearly outlines what a child should know by the end of each grade. Core Knowledge has set itself apart as a challenging and comprehensive curriculum that reaches those goals by providing students with unified access to important historical and social grade specific curriculum. Our teachers will supplement the lesson planning by going into greater detail when they want to further engage their students in analytical studies and comparisons. The teachers will pay particular attention to cultural bias as multicultural education can improve mastery of reading, writing and mathematical skills.¹⁴ For example, our foreign language teachers will work closely with the

⁹ Ibid.

¹⁰ Kahle, J., Meece, J., Scantlebury, K., (2000). “Urban African-American middle school science students: Does standards-based teaching make a difference?” *Journal of Research in Science Teaching* 37, 9. 1019-1041.

¹¹ Shamansky, J.A., Hedges, L., Woodworth, G., (1990), “A Reassessment of the Effects of Inquiry-Based Science Curricula of the 60's on Student Performance,” *Journal of Research on Science Teaching*, 27(2): 127-144.

¹² Klentschy, M., Garrison, L., and Amaral, O., “Four-Year Comparison of Student Achievement Data 1995-1999,” Valle Imperial Project in Science (VIPS): National Science Foundation Grant #ESI-9731274.

¹³ www.dpi.wi.gov.

¹⁴ Gay, G., (1994) “A Synthesis of Scholarship in Multicultural Education.” North Central Regional Educational Laboratory. Urban Education Program. (<http://www.ncrel.org/sdrs/areas/issues/educatrs/leadrsdp/le0gay.htm>).

history teachers to ensure that the histories and cultures of countries that share the language the students are studying are given ample attention.

6 th Grade	7 th Grade	8 th Grade	9 th Grade	10 th Grade	11 th Grade	12 th Grade
U.S. History Revolution to Reconstruction	U.S. History Reconstruction to Present	Ancient Civilizations	World History I	World History II	American Civics/Law	Economics

In addition to the Core Knowledge sequence, we will also use History Alive! Texts. These texts encourage a teaching approach that is mindful of the challenges of standards-based instruction, yet also promotes innovative, effective instruction that excites students about social studies.¹⁵ These texts will allow our teachers to reach all of the state and internal history standards.

Foreign Language and Cultural Studies

All Milwaukee Renaissance Academy students will study a nontraditional foreign language. Selection of the language will be based upon further research into best practice, hiring and program sustainability. Whichever language is ultimately chosen, the foreign language class will equip the students with highly valued language skills which will challenge our students to go beyond their own language and culture. Acquiring a different language and cultural awareness will provide strategic preparation for competitive college admissions and entrance into a global economy, and will increase students' comfort level within and capacity to contribute to the world.¹⁶

Physical Education

Our physical education program is designed to keep students active, fit, and healthy. It will also be used as a time to reinforce the Academy's culture. Students will be encouraged to participate in group activities, try new sports, and challenge themselves. Milwaukee Renaissance Academy's standards will be aligned with state and national standards.

Art/Orchestra

While we will give our students access to many different types of art during our enrichment periods, our art class will focus on teaching our students how to play an instrument. Research shows that the connection between musical attainment and intellectual growth are connected, that parents and families within our target population have an interest in gaining this skill set, and that colleges are interested in students that who have mastered an instrument.

College Preparation

Integrated within our curriculum is a strong focus on college preparation. The Founding Board understands that even with the most rigorous academic curriculum, there are practical concerns that must be addressed before entering into college. Therefore, beginning in the 6th grade, students will have college preparation curriculum interwoven into their advisory periods to cover practical concerns like class requirements or expectations of their dream schools, scholarship information, geographical location of their potential schools, majors and minors offered at different locations, and college graduation requirements. This practical knowledge will allow students and families to plan accordingly as they prepare for college. In our fourth year, we will hire a college specialist whose primary focus will be to facilitate the incorporation of college readiness skills and methods into

¹⁵<http://www.teachctci.com/Administrator/approach.asp>.

¹⁶ Schools such as Frederick Douglas Academy in Harlem, NY and Academy of the Pacific Rim in Boston, MA offer nontraditional foreign language studies to students of similar background and in support of a similar mission. Both schools have demonstrated academic success over time and have been recognized for their demanding approach to foreign language study.

classrooms. For example, this person will facilitate school-wide professional development on how to talk about college and excite students about college in every class. Teachers will create assessments that measure how well students understand and are actively engaged in the pursuit of increasingly detailed college information. The college specialist will work closely with individual students and families throughout the college application process. We believe that this role will be pivotal in our ability to reach our goal of sending all students to college. In addition to our college specialist, we will also use a multitude of resources to achieve this goal like accessing CollegeEd, building relationships with college admissions officers, and providing pre-college preparation programs and speakers.¹⁷ Milwaukee Renaissance Academy's schedule is illustrative of the curricular emphasis at Milwaukee Renaissance Academy.

Students will begin each day with a breakfast option. This time will also be used to do intensive training with students who would like to review the previous day's material or who want a synopsis of what is going to happen during that day. Students will then proceed to Advisory where their homework will be checked.

To the greatest degree possible, math, reading and writing instruction will be scheduled in the morning—highlighting the importance of literacy in these three critical areas. Without strong foundations in these subjects students' efforts in the remaining classes will be jeopardized.

Community Meetings will meet on Wednesday afternoons. This will be a time that is set aside for the school to meet as a whole and highlight success and challenges within the school environment. The meetings will be lead by faculty and staff but will also provide leadership opportunities for the students. During community meetings, individual students and classes will be rewarded for their accomplishments throughout the week.

On Wednesday students will be dismissed at 12:50 p.m. so that teachers are afforded the opportunity for professional development, planning, and reflection on student achievement progress. To support students and families on these afternoons, we will provide families with information regarding community partners that offer viable, safe, and productive after-school options for students.

Students will have science, history, and foreign language and cultural studies four times per week.

Physical education and art will be offered on alternating days throughout the year. Our focus in art will be on teaching students how to play an instrument.

In the last hour of the school day, students will be able to participate in Enrichment. Enrichment classes may include but are not limited to: dance, creative writing, newspaper editing, public speaking, chess, art history etc. Students who do not satisfactorily complete their homework assignments will not be able to participate in Enrichment, and instead they will be required to attend Homework Club. Students who receive paycheck reductions or demerits will serve detentions during this time.

Five Saturdays throughout the year will be reserved for students who are falling behind in their core class areas. During these Saturday Opportunity Days, teachers will be available to the students in low teacher/student ratios. Students will work on correcting, reviewing, or relearning areas that presented difficulty to them. Saturday mornings will also be a time for students to serve extra detentions for more serious infractions.

Instructional Strategies

¹⁷ CollegeEd is the only program in the country designed to give all students the very best college planning and academic preparation advice. Lessons help students discover for themselves the power of a college education. *The CollegeEd Middle School Teacher's Guide* provides background materials, class exercises, and activities. CollegeEd is aligned to American School Counselor's Association National Standards for School Counseling Programs and No Child Left Behind strategic goals, and includes learning-style options and assessment criteria. <http://www.collegeboard.com/collegeed/collegeed/index.html> .

The instructional strategies that the faculty will use are outlined below.

- **Consistent School wide Approach to Classroom Instruction:** As indicated earlier, Project Follow Through, the largest national study of education ever conducted in America, holds that students “enrolled in educational programs, which have well-defined academic objectives, will enjoy greater achievement in basic skills, thinking skills, and self-esteem.”¹⁸ All classrooms will be structured through the common use of the Blackboard Configuration, with Do Now/AIM/Agenda/HW, classroom procedures for notebooks and classroom supplies, and instruction that follows the “I do, we do, you do” approach - teacher-led instruction (“I do”), guided group practice (“we do”) and individual practice (“you do”).¹⁹
- **Standards-Based Instruction:** Our educational goals at each grade will be clear and ambitious because we will use state and national standards and assessments as our benchmarks.
- **Data-Driven:** In order to be competitive at the college level, we anticipate that our students must be able to excel above their local, state and national peers. Therefore, we will use frequent, at least every six weeks, assessments to ensure that students are reaching those high expectations. These assessments will be created internally and be aligned with state standards. By administering these tests on a frequent basis, teachers and administrators will be able to quickly address any student deficiencies and plan accordingly. This data-driven approach has proven an invaluable tool in many of the highest performing middle and high schools throughout the country and is a critical component of our school design.
- **Constant Support - No Excuses:** In addition to the instruction that teachers will deliver in their classrooms, Homework Club and Saturday Opportunity Days detailed above will provide additional time to ensure students master the material and meet the academy’s high expectations.
- **Urgency:** Teachers and administrators must always maintain a high level of urgency, because we believe that the work we are doing is of primary importance in our students’ and their families’ lives. The school must be filled with a sense of immediacy, particularly with a middle school population that is challenged to remediate two or three years of skill and content acquisition within the first year.

Students with Disabilities

Our Philosophy

All of our students, including those identified as disabled under Wisconsin State Law and Federal IDEA law (hereinafter IDEA students), will achieve the school’s mission of being prepared to enter into college and professional careers because we have instituted a thorough support system into our overall school design and model to support the academic needs of all students.

Our IEP Team

We believe that all students, regardless of ability, can learn at high levels if provided with the appropriate supports in an inclusion model. In support of our mission and in support of serving students with disabilities, Milwaukee Renaissance Academy will comply with all relevant state and federal statutes including Title II of the Americans with Disabilities Act of 1990, the Individuals with Disabilities Education Act (IDEA), and

¹⁸ “Parents Raising Educational Standards in Schools,” *Educational Philosophies: A Primer for Parents*, Milwaukee: PRESS 1995.

¹⁹ Students will benefit from direct instruction from the teacher (“I do”), group practiced guided by the teacher (“we do”), and individual opportunity to practice and apply the skill and content of the class (“you do”). Our use of the blackboard configuration (BBC) is inspired and guided by the work of Dr. Lorraine Monroe. This configuration technique leads to greater efficiency as all lessons are sharply focused on a clear, standard-driven aim and the entire class hour is planned out in the class agenda. The BBC also gives students a large picture view of what they are expected to learn during the lesson. Each BBC will include the standards-driven aim for the day, a “do now” to immediately engage students in their work, an agenda for the class hour, and the homework assignment for the next day.

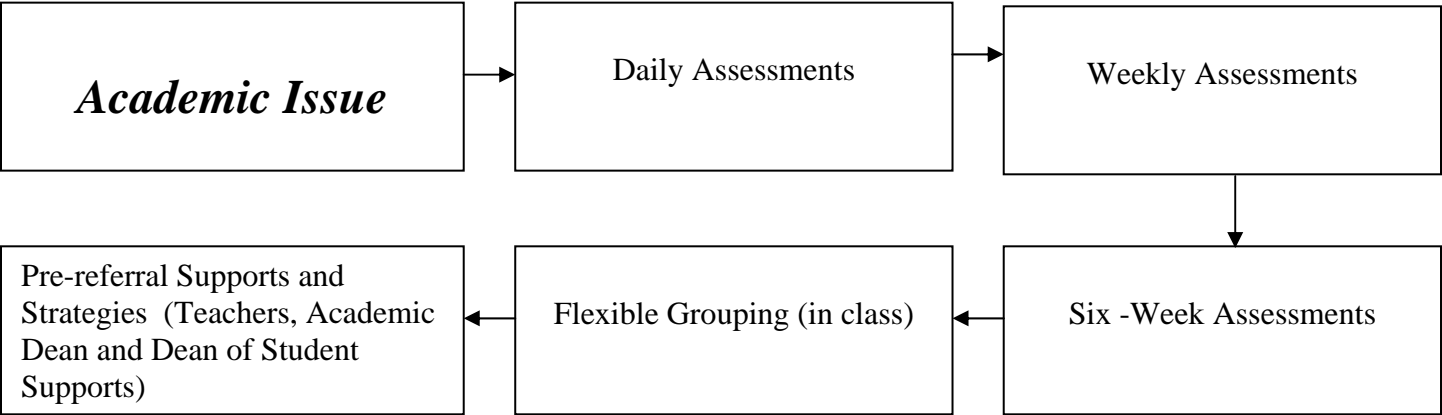
Section 504 of the Rehabilitation Act of 1973. To the greatest extent possible, Milwaukee Renaissance will educate disabled students alongside their non-disabled peers in the regular education classroom and only remove them from the classroom if the severity of their disability requires. Milwaukee Renaissance Academy will not discriminate in its admission and enrollment practices against students having—or suspected of having—disabilities.

Milwaukee Renaissance Academy will hire at least one full-time special education certified professional to serve as our Director of Student Supports (DSS) in our first year of operation. This individual will be charged with overseeing learning interventions and supports for all students, including those with disabilities. The DSS will work closely with the Academic Dean and will coordinate with any outside resources (speech therapist, counselors, etc.) as required through IEP recommendations. For each student referred to as a child with a disability, Milwaukee Renaissance Academy will appoint a team consisting of the school’s Academic Dean, DSS, faculty member(s) who teach the student, special education teacher, and the child’s parents/guardians. Each year, including the first year, this team will develop a special education plan that demonstrates appropriate staffing levels and an integrated comprehensive services approach to serving our students with special needs.

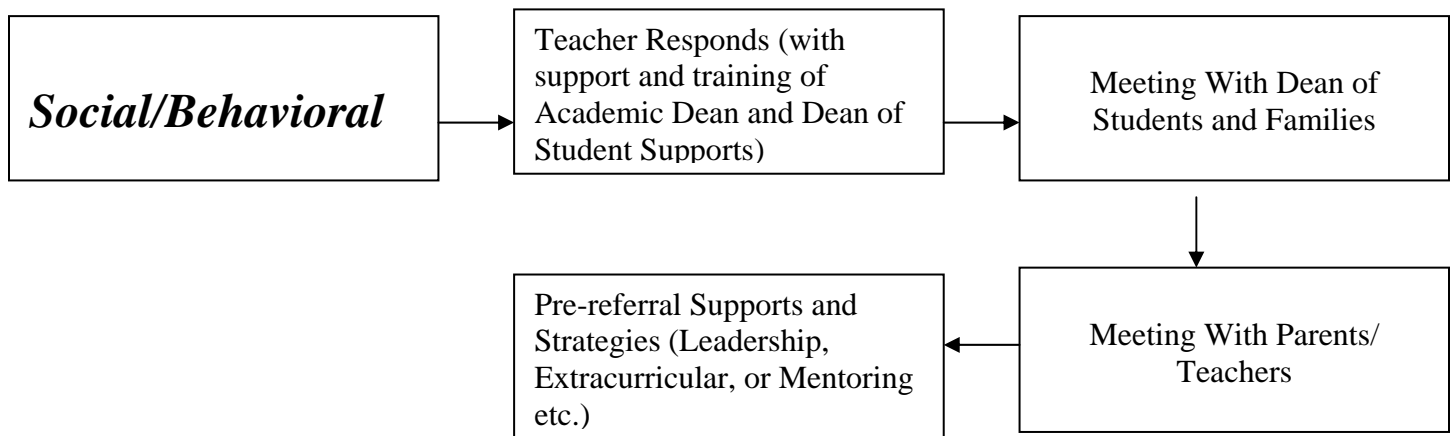
Identification of Students with Disabilities

In order to identify students with learning disabilities, Milwaukee Renaissance Academy will look to existing IEPs and will also train teachers and administrators to carefully monitor individual student performance. For example, our weekly progress reports will allow teachers, administrators, and parents to monitor and discuss the academic and social progress of every student. If a student demonstrates that he or she is not meeting the appropriate expectations of academic or social progress, this can be addressed in a timely fashion. Please see the response chart below for a general outline of how teachers and administrators will be trained to respond to different areas.

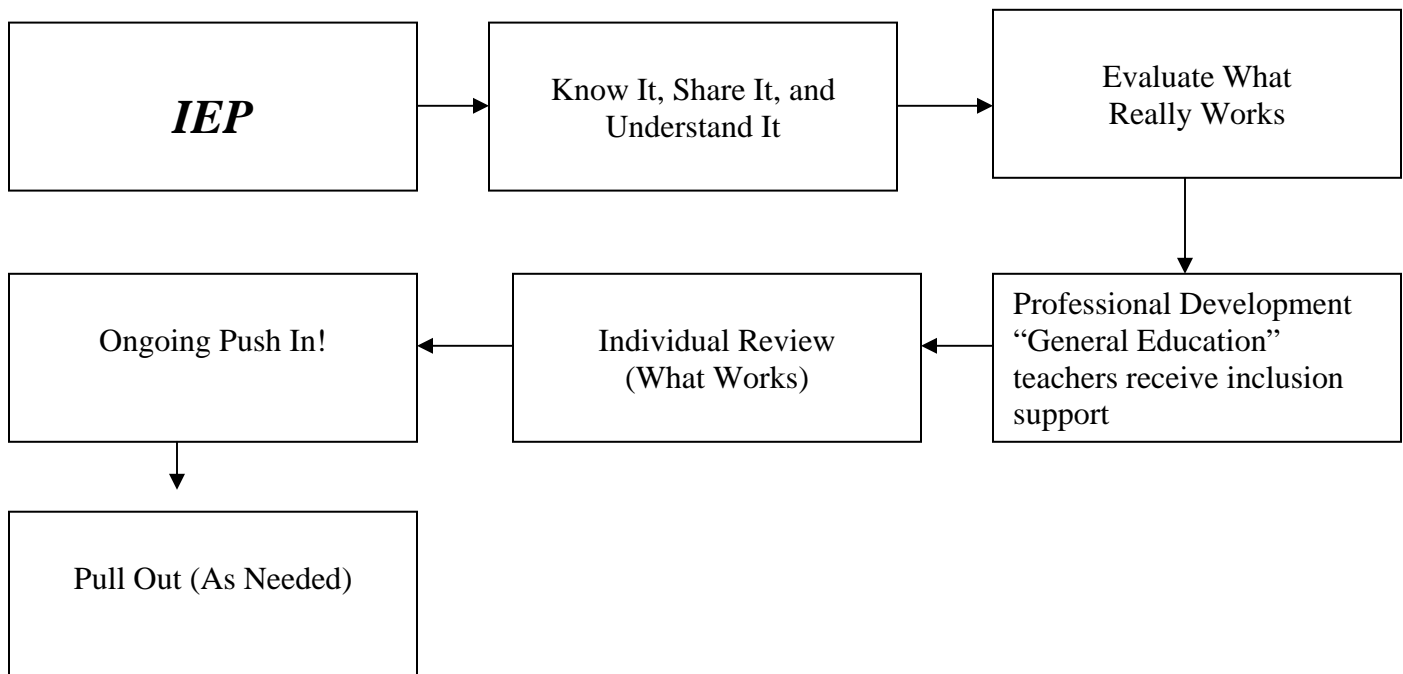
For all academic concerns, there are school-wide ongoing academic supports that include Homework Club, Tutoring and Saturday Opportunity Days.



For all social/behavioral concerns, there are school-wide ongoing social/behavioral supports that include advisory, community circles, and strong school-home communications.



If a student continues to struggle academically or behaviorally, even with the supports and strategies put in place through the pre-referral process, the school will request a family’s permission for evaluative testing. In situations in which we have determined that an evaluation is necessary, Milwaukee Renaissance Academy staff will issue a request for testing. This request will: (1) provide the reasons for the referral, including any applicable test results, reports, or records; (2) outline interventions taken prior to the referral under the Pre-Referral Process; and (3) describe the content of any parental involvement in the Pre-Referral Process. A copy of this request, along with the procedural safeguards notice, will be sent to the student’s parents. If such testing should indicate the presences of a disability, and that student is identified as requiring special education services, we will with the IEP Team write an IEP and follow the steps below to support that student’s academic progress.



Ongoing school-wide IEP supports will include learning techniques incorporated into every classroom to help all students achieve, regardless of disability, as well as training and professional development for *all* faculty on how to recognize and support children with learning disabilities without alienating them.

Implementation of IEPs

If a need for an IEP has been indicated by the IEP Team, Milwaukee Renaissance Academy's DSS and the rest of our staff will oversee the implementation of the required services by our trained and certified staff or properly licensed consultants or contractors. All staff will receive annual and ongoing training and support in the implementation of modifications, accommodations, and other supports outlined in each of their student's IEPs.

Review, Re-Evaluation, and Revision of IEPs

Milwaukee Renaissance Academy will seek, with parental consent and support, to re-evaluate students and consider revising an IEP if we do not believe that the current IEP allows the student free and appropriate public education in the least restrictive environment. At a minimum, each IEP will be reviewed at least once in each school year to evaluate the need for requesting modifications and all students will be re-evaluated every three years. We plan to remain vigilant about student growth so that we are ensuring that our support is appropriate to meet the required needs.

Academic Assessment of Students with Disabilities

Ongoing assessment of student progress is essential to our school design. Students with IEPs will take all state, national, and internal assessments except in cases in which the student's IEP states that students cannot participate in such assessments. In these cases, alternative assessments will be administered as required by law. We will make every effort to ensure that any student with an IEP has a set of assessments as part of the IEP that will enable us to measure their academic progress and be responsive to their academic needs.

Reporting of Information Related to Special Education

Milwaukee Renaissance Academy will provide an annual report to the State Department of Public Instruction which will include: the number of students with disabilities we served, the nature of each student's disability, and each student's placement and educational setting.

The University of Wisconsin-Milwaukee
Charter School Contract Approval
Seeds of Health Elementary School

EDUCATION COMMITTEE

Resolution I.1.c.(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 to establish a charter school known as the Seeds of Health Elementary School.

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

SEEDS OF HEALTH, INC., CHARTER SCHOOL CONTRACT

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 options 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 Seeds of Health, Inc., be granted a charter to operate a public school known as Seeds of Health Elementary School (SOHE).

SOHE will be UW-Milwaukee's eleventh charter school. The Office of Charter Schools undertook an extensive review process that began in May of 2004. The review included an in-depth analysis of the SOHE Prospectus by the UW-Milwaukee Charter School Board and a three-step review of the SOHE Charter School Application by the UW-Milwaukee Charter Application Review Committee. The UW-Milwaukee Charter School Board, the UW-Milwaukee Charter Application Review Committee, and the Director of the Office of Charter Schools recommend approval of the charter school contract to allow SOHE to begin operating as a charter school in the fall of 2007.

REQUESTED ACTION

Approval of Resolution I.1.c.(2), approving the Charter School contract with the Seeds of Health, Inc., to operate a public school known as Seeds of Health Elementary School.

SCHOOL DEVELOPMENT

The development of the Seeds of Health Elementary School emerged from a private school-to-charter school conversion initiated by the Seeds of Health, Inc., a non-sectarian, education and community services provider. SOHE will be located at 1445 S. Packard Avenue, Milwaukee, WI 53215. Seeds of Health, Inc., is a Wisconsin, non-stock, not-for-profit corporation in good standing under Chapter 181 of the Wisconsin State Statutes and 501(c)(3) of the Internal Revenue Code. The school will be a Local Education Agency (LEA) for federal purposes and will act as its own school district.

Seeds of Health, Inc., is a multi-purpose community-based agency organized to provide support, counseling and education to low-income women, adolescents and their children. The agency provides health and nutrition education to a contracted caseload of 5,000 individuals and has been recognized as a model agency by the Department of Health and Social Services (DHSS).

Seeds of Health currently operates the Grandview High School, under a contract with the Milwaukee Public School System, which serves 225 students in grades 9 through 12. The school offers a broad secondary school curriculum, designed to meet the needs of at-risk students, with specific emphasis on the needs of adolescent parents and parents-to-be. In 1994, Seeds of Health entered into a contractual agreement with the Department of Health and Social Services to provide Prenatal Care Coordination Services (PNCC) to WIC participants, including the school-aged parents enrolled in the Grandview High School. PNCC helps a recipient, and when appropriate, their families gain access to the necessary medical, social, educational and other services related to the recipient's pregnancy. The Agency also operates Veritas High School, a MPS non-instrumentality high school, serving 170 students in grades 9-12, and Tenor High School, a charter school authorized by the University of Wisconsin-Milwaukee. Tenor students will graduate with a high school diploma as well as a certificate or an Associates Degree from the Milwaukee Area Technical College.

SCHOOL BOARD

David J. Haase - Attorney, Cooke and Franke, SC.

Marcia Spector - Executive Director, Seed of Health

John Peterburs - Executive Director, Quarles and Brady, SC.

William Hughes - Superintendent of Schools, Greendale, WI.

Bruce Marne - Architect, Epstein Uhen

EDUCATIONAL PLAN

The Seeds of Health Elementary School Program is designed to serve approximately 455 students in four-year-old kindergarten through grade eight with the option of continuing to a

Seeds of Health-sponsored high school for a comprehensive 4K through grade 12 education. The school will begin with grades 4K through 5 for the 2007-08 academic year and add one grade per year with all grades being present by the fourth year of operation.

The vision of SOHE is to provide Milwaukee children with a strong academic experience within a relationship-based, nurturing environment. This will be accomplished through small classrooms, and strong family involvement. The school program will emphasize academic learning, relationships, parents, family and community involvement and stewardship. At this time in history, when child/parent, family, and community relationships are under enormous stress, the need is great for an educational program that promotes parental involvement and focuses on positive, universal values geared toward positive relationships. SOHE will provide this focus within a developmentally appropriate curriculum that allows each child's intellectual, physical, emotional, and social needs to be developed to his/her full potential. The child-centered approach is intended to imbue each student with the creativity, self-esteem, and skills needed to lead a life of promise and purpose. In fulfilling this mission, SOHE will foster the personal growth of each child with respect for individual differences, abilities, cultural backgrounds, and experiences in partnership with the child's family.

SOHE subscribes to the following beliefs:

- That all children should have the opportunity to reach their calling in life, fulfill their potential, and find success in life.
- That urban children can achieve high standards of academic success and creative performance given appropriate time, support, and role models.
- That children need to understand their responsibilities and obligations to themselves, their families, and their communities.

SOHE will provide a curriculum built upon instruction in the basic skills. Instruction will be standards-based and will focus on individual needs. In this context, the curriculum will emphasize:

- **Academic Skills:** reading, writing, speaking, and listening; mathematics; science; and social studies;
- **Intellectual Skills:** conceptual thinking, problem solving, critical thinking, researching, analyzing, synthesizing; and
- **Virtues:** diligence, sincerity, personal accountability, courage, stewardship, perseverance, responsibility, caring, honesty, fairness, respect, trustworthiness.

Key elements of the instructional program include:

- Developmentally appropriate instruction provided to each child to insure his/her cognitive, emotional, and physical development.
- Establishment of healthy and constructive relationships between children and adults inside and outside of the school. Adults will model the highest standards and create

relationships that will motivate students to higher levels of academic achievement and responsibility and obligation as citizens.

- Formation of partnerships with parents and extended family to establish a positive environment for children in the home so they can succeed academically and behaviorally at school and in the greater community.

To accomplish its mission SOHE will provide instruction in a relationship-based learning environment where the focus is on the individual student and his/her relationships with teachers and staff and with his/her family, both immediate and extended. Success will depend upon making parents and other family members partners in the educational process. This will require the implementation of non-traditional approaches to break down barriers and create the levels of trust necessary to make parents and other family members effective partners.

Wisconsin's state academic standards will be the foundation for the instructional program and the assessment of student achievement. The program will enable students to meet the state academic standards because those standards will be integral to SOHE's curriculum and instructional design. Assessments will be based on the standards, and the instructional units will be based on measurable indicators geared to the state standards.

The key instructional methodologies used with students will include:

- Direct Instruction;
- Cooperative learning;
- Computer-assisted instruction;
- Project-based learning;
- Performance-based instruction; and
- Individual projects.

These methods, particularly direct instruction, emphasize well-developed and carefully planned lessons designed around small learning increments and concepts and clearly defined and prescribed teaching tasks. They are based on the theory that clear instruction eliminates misinterpretations and can clearly improve and accelerate basic skills, the development of intellectual skills, and student achievement and confidence. This type of learning will increase students' background knowledge that will then lead to greater understanding of necessary concepts in order to meet state learning requirements.

Students who need additional instructional support will be provided Title 1 (reading and math) services, the services of a reading resource teacher, a library specialist or a special education specialist as appropriate.

The Office of Charter Schools believes that the Seeds of Health Elementary School program has the potential to make a positive difference in the educational lives of Milwaukee's children and is worthy of UW-Milwaukee charter status.

ELEMENTS OF THE CONTRACT

The contract negotiated with Seeds of Health, Inc., meets all requirements of the UW-Milwaukee model charter school contract. The Seeds of Health Elementary School 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: school leadership, a description of the educational program, methods to attain educational goals, school governance structure, licensure of professional personnel, health and safety, admissions, financial audits, discipline, 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, methods of financial payments, and performance evaluation.
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 Seeds of Health Elementary School to be chartered under Wisconsin law.

RELATED REGENT POLICIES

Regent Resolution 7905 (May 7, 1999).



Academic Affairs
Provost and Vice Chancellor

RECEIVED

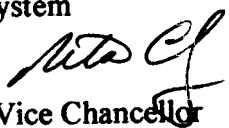
JAN 26 2006

Sr. Vice President
For Academic Affairs

Chapman 215
PO Box 413
Milwaukee, WI
53201-0413
414 229-4501 *phone*
414 229-2481 *fax*
www3.uwm.edu/dept/acad_aff/

January 22, 2007

To: Rebecca Martin
Interim Senior Vice President for Academic Affairs, University of Wisconsin-System

From: Rita Cheng 
Provost and Vice Chancellor

Re: Recommendation that Seeds of Health, Inc. be granted charter status in order to operate a public school known as Seeds of Health Elementary School.

The Office of Charter Schools has recommended to Chancellor Santiago and me that the Seeds of Health, Inc. be granted a charter to operate a public school known as Seeds of Health Elementary School (SOHE).

The development of SOHE was initiated by, Seeds of Health, Inc., a non-sectarian, private, not for profit educational agency. SOHE will operate as an independent, public charter school organized as a non-stock corporation under Chapter 181 of the Wisconsin State Statutes at 1445 S. Packard Avenue, Milwaukee, WI 53215.

The Seeds of Health Elementary School Program is designed to serve approximately 455 students in four year old kindergarten through grade eight with the option of continuing to a Seeds of Health sponsored high school for a comprehensive K4 through grade 12 education. The school will begin with grades 4K through 5 for the 2007-08 academic year and add one grade per year with all grades being present by the fourth year of operation.

The vision of SOHE is to provide Milwaukee children with a strong academic experience within a relationship based, nurturing environment. This will be accomplished through small classrooms, and a strong family involvement. The school program will emphasize academic learning, relationships, parent, family and community involvement and stewardship.

The program will provide a developmentally appropriate curriculum that allows each child's intellectual, physical, emotional, and social needs to be developed to his/her full potential. The child centered approach is intended to imbue each student with the creativity, self-esteem, and skills needed to lead a life of promise and purpose. In fulfilling this mission, SOHE will foster the personal growth of each child with respect for individual differences, abilities, cultural backgrounds, and experiences in partnership with the child's family.

I am requesting that this be placed on the agenda for the Board of Regents Education Committee meeting in February 2007.

A copy of the contract has been 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) 229-5679.

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

SEEDS OF HEALTH, INC.

CHARTER SCHOOL CONTRACT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)
AND
SEEDS OF HEALTH, 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 Seeds of Health, Inc. (the “Grantee”), located at 1445 S. 32nd Street, Milwaukee, WI 53215.

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

Whereas, the Chancellor of the University of Wisconsin-Milwaukee is authorized by § 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 § 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 § 118.40, *Wisconsin Statutes*, and in particular, the

provisions specified under sub. sec. (1m)(b) 1. to 14. and sub. sec. (2r)(b), and additional provisions as authorized by sub. sec. (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 Seeds of Health Elementary Program until otherwise designated by the Grantee with the consent of the Chancellor; 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 Seeds of Health, 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 Seeds of Health Elementary Program until otherwise designated by the Grantee with the consent of the Chancellor, 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 Seeds of Health 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) “School Board” means the Board of Directors of Seeds of Health Inc.
 - (12) “University” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Chancellor acting as the Board’s representative.

ARTICLE TWO

PARTIES, AUTHORITY AND RESPONSIBILITIES

Section 2.1 The Parties to this Contract are the University and the Grantee.

Section 2.2 The University.

- (1) Under the authority of Wis. Stat. § 118.40(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:

Seeds of Health, 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:

Karen K. Rutt, the Seeds of Health Director of Elementary Education, will be the person in charge of the School. Ms. Rutt reports to the Executive Director of Seeds of Health, Inc., the person responsible for management of all the agency's programs including the Seeds of Health Elementary Program. reporting directly to the agency's Board of Directors. A principal will be appointed to assist Ms. Rutt in the management of the daily operations of the Seeds of Health Elementary Program. All school employees will report to Ms. Rutt either directly or through the principal. Such other administrators as may be necessary and appropriate will be appointed to ensure coordinated operations of the School and its programs.

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

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

The Seeds of Health Elementary Program is designed to serve 455 students in grades K4 through 8. The program is designed to begin with grades K4 through 5 and add one grade per year not later than year two with all grades being present not later than year four of this Agreement.

(a) Mission and Vision

The School is committed to excellence. The program will provide a developmentally appropriate curriculum that allows each child's intellectual, physical, emotional and social needs to be developed to his/her full potential. This child-centered approach is intended to imbue each student with the creativity, self-esteem and skills needed to lead a life of promise and purpose. In fulfilling this mission, the School will foster the personal growth of each child with respect for individual differences, abilities, cultural backgrounds and experiences in partnership with the child's family.

(b) Core Beliefs

The School subscribes to the following beliefs:

- That all children should have the opportunity to reach their calling in life, fulfill their potential, and find success in life.
- That urban children can achieve high standards of academic success and creative performance given appropriate time, support and role models.
- That children need to understand their responsibilities and obligations to themselves, their families and their communities.

(c) Curricular Beliefs

The School will provide a curriculum built upon instruction in the basic skills. Instruction will be standards based and will focus on individual needs. In this context, the curriculum will emphasize:

- **Academic Skills:** reading, writing, speaking, listening, mathematics, science, and social studies.
- **Intellectual Skills:** conceptual thinking, problem solving, critical thinking, researching, analyzing, and synthesizing.
- **Virtues:** diligence, sincerity, personal accountability, courage, stewardship, perseverance, responsibility, caring, honesty, fairness, respect, and trustworthiness.

Instruction concerns the "hows" to deliver the curricular program. The key elements essential to meeting the mission and goals of the School's educational program are:

- Developmentally appropriate instruction provided to each child to insure his/her cognitive, emotional, and physical development.
- Establishment of healthy and constructive relationships between children and adults inside and outside of school. Adults will model the highest

- Formation of partnerships with parents and extended family to establish a positive environment for children in the home so they can succeed academically and behaviorally at school and in the greater community.

To accomplish its mission the School will provide instruction in a relationship-based learning environment where the focus is on the individual student and his/her relationships with teachers and staff and with his/her family, both immediate and extended. Success depends upon making parents and other family members partners in the educational process. This often requires implementing non-traditional approaches to break down barriers and create the levels of trust necessary to make parents and other family members effective partners. The School will adopt whatever approaches are necessary in individualized situations to ensure that each student has the family support necessary for success in school.

The School shall pursue and make reasonable progress toward the achievement of the academic and non-academic goals set forth in its Application and in the Annual Accountability Plan described in Section 5.3 of this Agreement. The overall program model will be assessed using the Baldrige model in conjunction with other quantitative and qualitative measures.

- (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:

Wisconsin's state academic standards will be the foundation for the program and the assessment of student achievement. The program will enable students to meet the state academic standards because those standards are integral to the School's curriculum and instructional design. Assessments will be based on the standards, and the instructional units will be based on measurable indicators geared to the state standards.

The key instructional methodologies used with students will include:

- Direct Instruction
- Cooperative learning
- Computer-assisted instruction
- Project-based learning
- Performance-based instruction
- Individual projects

These methods, particularly direct instruction, emphasize well-developed and carefully planned lessons designed around small learning increments and concepts and clearly defined and prescribed teaching tasks. It is based on the theory that

clear instruction eliminates misinterpretations and can clearly improve and accelerate basic skills, the development of intellectual skills and student achievement and confidences. This type of learning will increase students' background knowledge that will then lead to greater understanding of necessary concepts in order to meet state learning requirements.

Students who need additional instructional support will be provided Title I (reading and math) services, the services of a reading resource teacher, a library specialist or a special education specialist as appropriate.

Ongoing professional development will be provided to assist teachers in meeting the varied needs of all students.

The School will offer students a standards-based curriculum and the effectiveness of the program will therefore be measured against:

- Student performance on standardized achievement and proficiency examinations.
- Student understanding of curriculum concepts based on teacher made assessments and projects.
- Student progress measured by ongoing assessments of the developmental portfolio maintained by each student.
- An annual gains analysis will be conducted using test and other data to measure whether or not students have made achievement gains from the prior year.

Parents, students and staff will be surveyed or interviewed to collect the qualitative data about the success of the School. The criteria to be used for developing the surveys or interviews will be the research on effective and successful schools. The areas where students, staff and parents will be asked their perceptions will be on the quality of the following: curriculum program, instruction methods, assessment strategies, attitudes of staff and students, communication in the school and with parents and community, leadership, and school climate.

The effectiveness of the School will also be measured against conventional benchmarks, e.g. the results of standardized tests and promotion rates. In addition, usual school benchmarks will be used to gauge progress of students in the areas of attendance, truancy, suspensions and other data that reflects commitment and attitude necessary for successful student progress.

Annually, a school improvement plan will be developed. This plan will validate and sustain the successful practices and define the issues that need to be changed to improve the program. These data and information will be shared with the faculty, staff, students and parents so that issues can be identified and growth can occur.

The Seeds of Health Elementary Program will serve as the Local Education Agency (LEA). As the LEA, the Seeds of Health Elementary Program will adhere to all federal laws, allocate resources, purchase services as needed from private consultants, provide a full time special education teacher, as well as shared time from Seeds of Health Director of Special Education.

The intent is to educate the child using the general education curriculum in the regular classroom. However, each decision of how to educate the child will be made on a case-by-case basis as determined by the IEP team. Each child will receive an individualized program of specialized instruction and support services that is appropriate to his or her unique needs.

- (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.
 - (c) The Charter School shall administer the Measures of Academic Progress testing program developed by the Northwest Evaluation Association ("NWEA"), or other assessment system approved by the Office, as annually designated by the Office. These assessments are designed to measure student progress and to provide information that can be used to improve teaching and learning. The Charter School shall cause such testing data to be transmitted to the Office in a timely manner. The University will contract with NWEA, or another designated provider, to make the testing program available to the Charter School. The Charter School agrees to reimburse the University for any expenses relating to such assessment including but not limited to the following: a pro rata portion of NWEA's startup costs charged to the University; NWEA's annual per student licensing fee based on the Charter School's total number of individual students assessed; a pro rata portion of NWEA's Training Workshop(s) fee(s); and any additional individualized or

customized training(s) provided to the Charter School. This reimbursement is in addition to and does not supersede any of the Charter School's other contractual obligations under Section 4.6 of this Agreement.

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

The governance structure of the School will have three components. First, the overall management of the School will be under the auspices of Seeds of Health, Inc. with its Board of Directors responsible for establishing policy and ensuring compliance with applicable law and this Agreement. The size of the School Board shall be at least five (5) directors, and the Grantee shall provide the Office with a list of the directors.

Second, the administrative leadership, as described in section 3.1(2) above, will be responsible for program leadership, curriculum design, instruction, assessment, and fiscal management and accountability.

Third, a School Council will be established at the School level. This Council will have at least seven (7) but no more than eleven (11) members, who will be representative of the various stakeholders in the School to include at least: two parents; one business representative, one community representative; one teacher; one student; and the Director of Elementary Programs.

The parent representatives to School Council will be selected by lottery from among those parents expressing an interest in serving, and will serve staggered terms. The business and community representatives will be appointed by the Director of Elementary Education from area businesses and community organizations and will serve staggered terms. Teacher representation will be on a volunteer basis with the teacher serving a term of the same length as the other adult members of the Council. The student representative will be appointed from the middle school grades based on teacher recommendation and will serve a one year term.

The Council's role and responsibilities will include the following: participation in strategic planning; monitoring the School's programs and services; enlisting financial resources; advancing the School's public image; and serving as an ambassador for the 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:

The Seeds of Health Elementary Program shall comply with all policies and all local, state and federal laws, codes, rules, and regulations that apply to public schools and pertain to health and safety. In order to do this, the School will create and follow a safety and crisis handbook, which will reflect the best health and safety practices in area schools and comply with the District's safety and crisis requirements, including the following:

Emergencies:

Emergency Contact/Medical Information will be maintained on file in the School office. Each student is required to return the completed form to School no later than the end of first week of enrollment. Parents are responsible for informing the School Secretary of any changes regarding guardianship, residency, and telephone number. Parents should also inform the Principal regarding custody rights of separated families.

Accident:

Students who are involved in an accident or suffer an injury must immediately notify the Principal. An accident report will be completed and the parent/guardian will be contacted. If necessary, the injured student will be transported to the nearest medical facility and the parent/guardian will be notified.

Prescription Medication:

Students required to take prescription medication at School must comply with the District's procedures for receiving and taking prescription drugs at school. Parents and guardians will be informed of these procedures.

Over-the-counter medication:

A parent/guardian must sign the over-the-counter medication form and provide the School office with the medication.

Smoking:

Under Wisconsin law minors can be cited for possession of tobacco products. Smoking is prohibited on School grounds.

Immunizations:

The Seeds of Health Elementary Program shall ensure that all of its pupils comply with Wisconsin immunization requirements.

Suspected Child Abuse and Neglect:

When there is a reasonable cause to believe that a child(ren) has been abused or neglected, School personnel must act in accordance to Wisconsin Statutes and report such incidents to the Milwaukee County Bureau of Child Welfare and/or the Milwaukee Police Department.

Fire/Tornado Drills:

Floor plans with emergency exits are posted in all classrooms. Each student will be instructed and made aware of the fire exit and tornado shelter plan. Fire drills will occur several times during the school year. A tornado drill will be held once per year or as necessary.

Communicating False Alarms:

Any person who purposely initiates or circulates a report of a present, past or impending bombing, fire, offense, catastrophe, or other emergency knowing that the report is false or baseless and could likely result in response by emergency personnel or cause the evacuation or partial evacuation of a school building is subject to prosecution under Wisconsin law.

School Closings:

In the event of inclement weather, the School will be closed when the District's schools are closed. Announcements will be made over local television and radio stations.

Harassment Policy:

It is the policy of Seeds of Health to maintain an environment that is free from unlawful harassment, including sexual harassment or harassment based on any individual's gender, sexual orientation, race, color, national origin, age, religion, disability or any other basis prohibited by state or federal. The School, therefore, prohibits any form of unlawful harassment. Any student who feels he/she has been subjected to unlawful harassment by another student or staff member, should contact the Principal to report the harassment. If the Principal is unavailable or for some reason the student is uncomfortable reporting the alleged harassment to the Principal, the student should contact the Human Resources Director. The Seeds of Health Director of Human Resources will act as an investigator and meet separately with each individual involved in the complaint. Anyone found to have engaged in sexual or other unlawful harassment may be subject to disciplinary action.

Security Scans:

To provide a safe and secure environment, unannounced or random security scans will be conducted throughout the year. Weapons are not permitted in the School building(s) or on School grounds. All persons entering the building may be required to submit to a metal detector scan and to a personal search. To ensure that weapons are not brought into the building, bags and parcels may also be searched.

Visitors:

All visitors during the school day will be required to report to the office and receive permission to remain in the building. Building passes will be issued to approved visitors. Students from other schools are not allowed to visit during regular school hours unless they are conducting official school business.

Entry Security:

The doors to the school building will be secured and entrance admitted by the front desk only.

Locker Searches

All lockers will be searched on a random basis.

Facility:

Bathrooms and other areas where students congregate will be checked for weapons, gang marking, or contraband.

Security:

The security guard will tour the facility at least three times a day. The security guard is on call to respond to serious situations and to assist in providing for the safety of students and staff. A relationship with the Milwaukee Police Department School Squad shall be established and maintained. Security cameras will be used to secure the outside perimeter of the building as well as places within the school building.

- (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 Seeds of Health Elementary Program will use its best efforts to establish and maintain a diverse pupil profile. To that end, the Seeds of Health Elementary Program marketing plan will develop and implement an appropriate student recruitment strategy to ensure an ethnic and racial balance among the student body.

- (10) The requirements for admission to the School:

The Seeds of Health Elementary Program will be open to all students living in the District who desire a relationship based, neighborhood school. The Seeds of Health Elementary Program, as the LEA (Local Education Authority), shall comply with all of the requirements of the Individuals with Disabilities in Education Act, 20 U.S.C. §§400 et. seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794. The Seeds of Health Elementary Program shall provide a free and appropriate public education (FAPE) to children with disabilities, including, but not limited to: identifying, evaluating, planning educational programs, and implementing placements in accordance with those Acts.

Before students enter the School program, their parents/guardians will be invited to learn about the program the School offers and a copy of the charter will be made available for any parent/guardian to read.

If more students apply for admission than there are seats available, names will be entered into a lottery and will be pulled at random when a seat becomes available. When the number of applicants exceeds capacity, the Seeds of Health Elementary School shall reserve the right to grant priority in admission to siblings of current students.

Seeds of Health is non-sectarian in its programs, admission policies, employment practices, and all other operations, does not charge tuition, and does not discriminate on the basis of race, ethnicity, national origin, sexual orientation, gender or disability.

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 an audited 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. The Office shall provide the School with a list of the financial account detail to assist the School and its auditors in appropriately distributing revenue and expenditures within the following categories:

(a) Total Revenue

- (1) State per pupil aid
- (2) Special Education aid
- (3) Federal aid broken down by program source/title
- (4) Grants
- (5) Donations
- (6) Other

(b) Total Expenditures

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

(12) The procedures for disciplining students:

All student conduct should be based on respect and consideration for the rights of others. Students have a responsibility to know and follow the rules and regulations of the School.

All staff members share the responsibility for building a positive School climate and for maintaining School rules and standards of conduct. In enforcing rules for student conduct, all staff members shall use a positive approach, taking into account the dignity of the student, and the seriousness of the infraction. Staff members should inform and involve parents in disciplinary actions which are the result of serious rule infractions.

Teachers will be responsible, with their students, to maintain proper decorum and a positive learning environment. If teachers need assistance, a School Administrator, Social Worker, or Guidance Counselor will become involved. As necessary, the staff members involved in any case can take any one or more of the following actions: schedule a conference between teachers and parents/guardians; make a referral to school psychologist or guidance counselor; schedule a teacher or team conferences; implement behavior contracts; impose appropriate administrative discipline; impose a suspension; or initiate, with the approval of the Director of Elementary Education, a formal disciplinary hearing to consider expulsion.

The following process shall be used in the formal hearings to consider expulsion. Appropriate records and minutes of these meetings will be maintained. The

hearing shall be conducted by a Disciplinary Hearing Board consisting of five members: a School Board member, a Seeds of Health administrator, two teachers from the School and a parent. None of the Disciplinary Hearing Board members shall have been involved in any way with the incident(s) giving rise to the hearing.

- (a) Students and parents/guardians will be given written notification of the charges and the time and place of the hearing at least 5 school days in advance of the hearing.
- (b) Students may be represented, at their own expense, if they desire.
- (c) Students will have the opportunity to call witnesses and present other evidence on their own behalf and to question adverse witnesses.
- (d) The Disciplinary Hearing Board will make a decision and issue it in writing within 10 working days of the hearing.
- (e) The written decision of the Disciplinary Hearing Board will be final.

Discipline procedures will provide the due process to which students are entitled under law. The student handbook will outline the hearing procedures to be followed.

Suspension and expulsion from school are disciplinary tools that are used to deal with serious or repeated behavior which disrupts the educational process and/or endangers the property, health or safety of others.

Suspension

Suspension should be used only when an offense is of such nature, or is repeated so often, that removal from the educational process is necessary to maintain a proper learning environment.

The Principal will decide whether the suspension will be served at home or in School in a supervised area. The Principal is responsible for ensuring that parents/guardians are notified when suspension is imposed.

Expulsion

A student shall be expelled from School whenever:

- the student is guilty of repeated refusal or neglect to obey the rules; or
- the student knowingly conveyed or caused to be conveyed 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; or
- the student is found to have engaged in conduct, while at School or while under the supervision of a School authority, which endangered the property, health or safety of others, or while not at School or while not under the supervision of a School authority the student is found to have engaged in conduct which endangered the property, health or safety of others at School or under the supervision of a School authority; or

- the student is found to have endangered the property, health or safety of any employee of the School or person associated with the School regardless of whether the student's conduct takes place at the School or under the supervision of a School authority; and
- it is determined that the interest of the School demands the pupil's expulsion.

Rule violations can result in suspension or expulsion. Offenses for which a student will be suspended and possibly expelled include, but are not limited to: bringing weapons to School or using other objects as weapons to inflict harm to others, bringing or using other assaultive objects, bringing drugs or related paraphernalia to School, or using or selling drugs or other illegal substance. Other offenses for which a student will be suspended and possibly expelled include, but are not limited to: disrespectful behavior to teachers or others, fighting, graffiti or tagging, inappropriate language, unlawful harassment, unauthorized use of beepers, smoking in the building or on School property, wearing inappropriate clothing (e.g. drug related shirts, hats, gang wear), and other behavior disruptive to the instructional process and operation of the School.

The Seeds of Health Elementary Program shall not discipline pupils protected under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 et seq., or the American with Disabilities Act, 42 U.S.C. §§ 1210 et. seq. except in compliance with the requirements of these Acts.

The School shall comply with all applicable laws, including Wis. Stat. §118.31, which prohibits corporal punishment of pupils, and Wis. Stat. §§ 118.32 and 948.50, which prohibit a strip search of a pupil.

- (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 Seeds of Health Elementary Program will be located at one or more sites, as approved by the Office. Grade levels will be appropriately grouped if the program is conducted at more than one site.

For grades K4/K5 the following facilities will be provided separately or shared with other grade levels as appropriate: general classrooms; a library/multi media area; a cafeteria/multi-purpose room; a teacher workroom, a secretarial area; bathroom facilities, and storage.

For grades 1-5 the following facilities will be provided separately or shared with other grade levels: general classrooms; a computer lab; a music room; a gymnasium; a library/multi media area; a cafeteria/multi-purpose room; a Teacher workroom; a large multi-purpose room; a Reading resource/Title I room; storage space; bathroom facilities; a school store space; and offices for the school secretary and building principal.

For grades 6-8 the following facilities will be provided separately or shared with other grade levels: a general classrooms; a computer lab; a library/multi-media area; a cafeteria/ multi purpose room; a teacher workroom; a reading resource/Title I room storage space; bathroom facilities; a school store space; and offices for the school secretary and building administrator. 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. 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
B. Auto Liability	
Combined Single Limit	\$1,000,000 each accident
C. Umbrella (providing excess employer's liability, general liability and auto liability coverage)	
Each Occurrence Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
D. Worker's Compensation	
Worker's Compensation	Statutory Coverage

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

Aggregate Limit	\$2,000,000
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F. Fidelity Bond Coverage (for the employees, School Board members and management personnel who are responsible for the financial decisions of the Charter School, including but not limited to the Executive Director)

Limit per Loss	\$500,000
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The "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" shall be named as an additional insured under the insurance policies described in section A above. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office annually, prior to the start of each academic year; specifically, the certificate holder shall be the Board of Regents of the University of Wisconsin System, c/o UWM Office of Charter Schools, Enderis Hall Room 582, P.O. Box 413, Milwaukee, WI 53201. A specimen policy for each of the aforementioned insurance requirements shall also be provided to the Office annually. The insurer may not cancel any of the aforementioned insurance requirements prior to the expiration date thereof with less than 60 days notice, and the certificate of insurance shall reflect this requirement. The certificate of insurance must specifically identify any exclusions in any of the aforementioned coverages. Should the Grantee be unable to obtain any of the aforementioned coverages, the Grantee may seek a written waiver of the above provisions from the University's Risk Manager by directing such a request to the Office. Under no circumstances is the Board's right to recovery of damages limited to the fact that it is named as an additional insured under the insurance policies noted above.

The Grantee shall require subcontractors of the Charter School to be insured and provide a certificate of coverage providing for the following:

A. 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 A. 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, 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.

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.

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 shall provide the Office with a copy of any report submitted to the Department at the time of filing, including the reports identified in Appendix B. The Grantee also agrees to provide the Office with a copy of any and all Charter School records and documents within two (2) weeks of any reasonable request. To the extent that the Charter School provides any Charter School records to the University that are protected by privacy or confidentiality laws, the University agrees to abide by such laws as are applicable to the Charter School and not to disclose such records to any third party, except as required by law.

- Section 4.11 Financial Reports. As required under Section 3.1(11) of this Contract, the Grantee shall submit audited financial statements of the Charter School's operation, including an audited 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 July 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 Pupil Membership Audit, the Special Education Plan (Report No. PI-3200), the Third Friday in September Pupil Count Report (Report No. PI-1567-A), the School Performance Report, the Fall Staff Report (Report No. PI-1202), the Fall Enrollment Report (Report No. PI-1290), the Federal Collection: Special Education Child Count (Report No. PI-2197-A), the Second Friday January Pupil Count Report (Report No. PI-1567-B), the Course Offerings (Report No. PI-1215), the End of the Year AODA/Tobacco Report, and the ESEA Consolidated Application: Title I, Title II, Title III, Title IV, Title V Federal Funds.

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. 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'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, the School Council, and any of the officers or directors 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 C, 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 C 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 and the School Council.
- (2) Review and approval of the annual budget of Charter School by the School Board and the School Council.
- (3) All school admission lotteries.
- (4) Review and approval of the annual audit of Charter School by the School Board and the School Council.
- (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. § 19.84(1)(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. 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 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. 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(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 following its execution and shall continue for a period of five years. 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: Part 4.D of the UW System Risk Management Manual, Vendor Certificates of Interest

Appendix B: Statement of Anticipated Performance Measures and Required Reports

Appendix C: 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:

Marcia L. Spector
Executive Director
Seeds of Health, Inc.
1445 S. 32nd Street
Milwaukee, WI 53215

with a copy to:

David J. Hase, Esq.
Cook & Franke S.C.
660 E. Mason Street
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
Title

Chancellor
Title

Date

Date

APPENDIX A

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 B

Statement of Anticipated Performance Measures and Required Reports

Date Due	Requirement Item	Date Submitted
07/01	Annual School Accountability Progress Report CONTRACT Section 5.3(2)(d) & Appendix B	
07/01	School Year Calendar <i>(Provide again if changes are made)</i> CONTRACT Section 4.12 & Appendix B	
07/01	Insurance Coverage Summary/Certificate Coverage CONTRACT Section 3.1(14) & Appendix B	
07/01	Tax Exempt Status under IRC 501(c)(3) <i>(Provide again if changes are made)</i> , and Non-Stock Corporation Bylaws <i>(Provide again if changes are made)</i> CONTRACT Section 4.2 & Appendix B	
07/01	Vendor Subcontracts over \$5,000 <i>(Provide again if changes are made)</i> CONTRACT Section 5.1 (Management), Section 4.8 (Transportation), Section 4.10 (Other) & Appendix B	
08/01	Strategic Plan Initial: <i>(Provide updates whenever plan is modified)</i> CONTRACT Section 5.3(2)(a) & Appendix B	
08/01	Annual School Accountability Plan CONTRACT Section 5.3(2)(c) & Appendix B	
10/01	Letter certifying compliance with Staff Background Check Requirements CONTRACT Section 4.3 & Appendix B	
10/01	DPI FORM PI1567A, Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students and FTE CONTRACT Section 4.4, Section 4.14 & Appendix B	
10/31	Annual Financial Audit CONTRACT Section 3.1(11), Section 4.11 & Appendix B	
10/31	DPI FORM PI2197A , Federal Collection: Special Education Child Count CONTRACT Section 4.14 & Appendix B	
11/10	First Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
12/15	DPI FORM PI1202 , Fall Staff Report CONTRACT Section 4.14 & Appendix B	
12/31	Second Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
02/01	DPI FORM PI1567B , Second Friday January Pupil Count Report CONTRACT Section 4.14 & Appendix B	
04/15	Third Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
05/15	Pupil Membership Audit CONTRACT Section 4.14 & Appendix B	
05/15	WKCE Test Results: Data, ID Code and ID Code Verification CONTRACT Section 3.1(5)(a) & Appendix B	
06/01	Proposed Budget for Coming Year CONTRACT Section 6.1 & Appendix B	
06/01	Initial Building Title/Lease <i>(Provide again if changes are made)</i> CONTRACT Section 7.4 & Appendix B	
06/01	Initial Building Occupancy <i>(Provide update if modified)</i> CONTRACT Section 7.4 & Appendix B	
06/15	Fourth Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
06/30	Current Board Membership Listing Board Minutes /Agendas must be received <i>within 45 days of publishing</i> throughout school year – submit any remaining prior school year minutes/agendas by 6/30 CONTRACT Section 6.2 (1) & Appendix B	

APPENDIX C

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 I aides
- Background screening report for all known employees

Approval of Appointments to
Natural Areas Preservation Council

EDUCATION COMMITTEE

Resolution I.1.d.:

That, upon recommendation of the President of the University of Wisconsin System, the Board of Regents approves the reappointments of Dr. Dennis Yockers and Dr. Joy Zedler, for terms beginning January 1, 2007, and ending June 30, 2009, as University of Wisconsin System representatives to the Natural Areas Preservation Council.



State of Wisconsin

Natural Areas Preservation Council

P.O. BOX 7921 · MADISON · WISCONSIN · 53707

November 29, 2006

Dr. Rebecca Martin
Interim Senior Vice President for Academic Affairs
University of Wisconsin System
1620 Van Hise Hall
1220 Linden Drive
Madison, WI 53706

Dear Dr. Martin:

The Natural Areas Preservation Council is a legislatively mandated advisory board to the Wisconsin Department of Natural Resources' State Natural Areas Program per §15.347 *Wis. Stats.* The Board of Regents appoints four representatives from the University of Wisconsin System to the 11-member council for three-year terms. The status of the four representatives is as follows:

- The term of Dr. Joy Zedler of the University of Wisconsin-Madison expires on December 31, 2006. Dr. Zedler has agreed to serve another term.
- The term of Dr. Dennis Yockers of the University of Wisconsin-Stevens Point expires on December 31, 2006. Dr. Yockers has agreed to serve another term.
- Two appointees, Dr. Timothy Ehlinger of the University of Wisconsin-Milwaukee and Dr. John Attig of the Wisconsin Geological and Natural History Survey, have either resigned or are not seeking reappointment to the council at this time. In early 2007, the council will forward to the Board of Regents the names of replacement candidates for its consideration.

The council respectfully requests that the Board of Regents consider at its earliest convenience the reappointment of Dr. Dennis Yockers and Dr. Joy Zedler to the Natural Areas Preservation Council for terms beginning January 1, 2007 and ending June 30, 2009. To be in compliance with statute, the term dates have been changed from the calendar year to the state's fiscal year.

Please convey the Board's decision and direct any questions you have to Mr. Thomas Meyer of the State Natural Areas Program staff at the address above, by phone at (608)266-0394, or by email at thomas.meyer@wisconsin.gov.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Signe L. Holtz".

Signe L. Holtz
Secretary

REPORT ON HIGHER LEARNING COMMISSION ACCREDITATION AND INSTITUTIONAL REVIEW OF GENERAL EDUCATION: UW - LA CROSSE

EXECUTIVE SUMMARY

BACKGROUND

The voluntary processes of accreditation and re-accreditation by the Higher Learning Commission (HLC) of the North Central Association (NCA) provide UW System institutions with an opportunity to evaluate and advance academic quality and institutional health. The Education Committee is provided with a summary of the HLC accreditation visit, followed by a presentation and discussion with representatives from the institution. In conjunction with the HLC report, *Academic Information Series 1 (ACIS-1)* requires that the institution provide the Education Committee with a report on the institution's General Education program. The report should include discussion of: (1) the institution's philosophy of general education, including specific goals for the general education curriculum; (2) an overview of the current general education program; (3) a description of how the general education curriculum provides students with opportunities to achieve institutional goals; and (4) a description of an ongoing assessment process for reviewing and improving the general education program.

In April 2006, an eleven-person HLC Evaluation Team visited the University of Wisconsin-La Crosse campus to conduct a comprehensive evaluation for continued institutional accreditation. The visit also included review of a Change Request to offer a Doctor of Physical Therapy (DPT) in collaboration with the University of Wisconsin-Milwaukee. The Team concluded that UW-La Crosse continues to meet all criteria and conditions for accreditation and enthusiastically approved the request to offer the DPT. Furthermore, the Team recommended a full ten-year interval prior to the next comprehensive review. The full report of the HLC is available at:
http://www.uwlax.edu/nca/pdf/coredocs/team_finalreport.pdf.

REQUESTED ACTION

This item is presented for information purposes only; no action is required.

DISCUSSION AND RECOMMENDATIONS

In spring 2004, Provost Elizabeth Hitch appointed an Accreditation Self-Study Coordinator, who assembled a steering committee to address the five HLC criteria. The steering committee, which began meeting in May 2004, represented a cross-section of the campus population with faculty from each of the colleges, associate deans, and academic staff from student advising, counseling and testing, affirmative action, and international education. Additional participants were included as consultants such as the Institutional Researcher, Chief Information Officer (CIO), Associate Registrar, and Director of the Center of Teaching and Learning, to name a few. The Self-Study was completed and submitted to HLC in late fall 2005.

The HLC Evaluation Team commended UW-La Crosse for the thoroughness and preparation of the Self-Study, finding the report to be thoughtful and informative. The Team concluded that UW-La Crosse meets the core components of each of the five major criteria. Specifically, the Team confirmed that UW-La Crosse: (1) operates with integrity to ensure the fulfillment of its mission; (2) appropriately allocates resources for evaluation and planning to ensure quality improvement; (3) provides evidence of student learning and teaching effectiveness; (4) promotes a life of learning for its faculty, administration, staff and students; and (5) identifies and serves its constituencies in ways that both value and appreciate. The team specifically recognized several areas of significant progress and practice, including, an impressive commitment to students, a strong academic advising program, Murphy Library's exceptional resources and services, the Master of Education and Professional Development Learning Communities program, and a strong commitment to the success of students with documented disability needs. In addition, the Team approved UW-La Crosse's request to offer the DPT noting, ". . . the team is fully confident that UW-L has the knowledge, expertise, experience, and resources (including top-notch faculty and students) to successfully offer the Doctor of Physical therapy degree program, independently or in the proposed consortial agreement with the University of Wisconsin-Milwaukee."

While the team confirmed that UW-La Crosse meets the accreditation criteria, they did identify three areas of continued challenge and recommended monitoring reports in those areas. All monitoring reports are due January 1, 2009. First, assessment of student learning was identified as a concern during the previous, 1996, comprehensive visit. As such, the team noted UW-La Crosse should be further along in efforts to implement a campus-wide assessment program. The monitoring report is to confirm that assessment activities are integrated and implemented on an institution-wide basis. Second, while UW-La Crosse identifies diversity as a priority and has several offices and committees in support of this priority, the team was concerned that there was not strong, clear leadership from senior administration for diversity efforts. The monitoring report is to provide evidence of a review of the organizational structure of committees and offices working on diversity efforts, as well as an institutional plan for diversity that has senior administrative commitment. Third, general education also was identified as a concern during the previous, 1996, comprehensive visit. The team noted that while progress has been made, the issue should have been resolved by the current visit. The monitoring report is to include evidence of implementation of a revised general education program that supports the institutional and general education missions.

HLC REVIEW OF GENERAL EDUCATION

The HLC Evaluation Team reviewed UW-La Crosse's General Education program within the context of the comprehensive evaluation. As reported, the team expressed concerns that UW-La Crosse had not made sufficient progress in resolving challenges identified ten years earlier. Specifically, the team noted that the identified student learning outcomes should be consistent with the mission, structure, and content of the general education program. The team did not recommend any specific program or approach, but rather directed the leadership of the Faculty Senate to complete revisions to the General Education program. In conclusion, "the team simply and very strongly recommends and urges the faculty to complete the revision of the General Education program, including developing a plan for systematically assessing this program, and then implement it."

INSTITUTIONAL REVIEW OF GENERAL EDUCATION

The General Education program at UW-La Crosse, implemented in the fall of 1991 as the common educational experience for undergraduates, is concerned with the broad education of the whole person and is designed to help students become more intellectually skilled through inquiry-based teaching and learning. In the UW-La Crosse undergraduate catalogue, students are informed that “the primary purpose of the program is to cultivate knowledge, skills, and dispositions essential for independent learning and thinking and consists of two major components: skills and liberal studies. Skills courses improve students’ abilities to learn, think, and communicate effectively. Liberal studies courses engage students in the study of important areas of knowledge and experience and focus central questions, issues, and problems we share as people and as members of the same society.”

Oversight of the program is accomplished by the Faculty Senate General Education Committee (GEC) made up of nine faculty members including at least two representatives each from the College of Liberal Studies and the College of Science and Health, and one representative from the College of Business Administration. In addition, one student selected by the Student Association is a voting member and consultants from each of the three colleges, the Registrar’s Office, and the Provost/Vice Chancellor’s Office serve as *ex officio* members of the committee. In early fall 2000, the Faculty Senate recommended the position of a Director of General Education; the first Director was appointed in February 2001. The Director is a voting committee member and until recently, automatically served as Chair of the Committee. The Director of General Education position was approved, in part, in response to the concerns for continuity and leadership of the program identified in the 1996 NCA accreditation report. To help increase the continuity of the program, the Faculty Senate approved by-law changes that allowed members to serve on the committee up to five-years.

RECENT GENERAL EDUCATION INITIATIVES

Since the appointment of a Director, several initiatives have taken place and are briefly highlighted below. In addition, a number of direct and indirect assessment activities have been undertaken beginning in 1996. Some of these are also briefly highlighted below.

- Development of Learning Outcomes. The GEC undertook a review of the goals of the General Education program and of the assessment plan in response to the charge from the Faculty Senate. As part of the review of goals, and as a means to develop a more effective assessment approach, GEC developed specific learning outcomes for the program. As the outcomes were being developed, feedback was regularly solicited from the broader campus community. An outside consultant worked with the GEC on developing learning outcomes. And, several on-campus workshops focused on using outcomes to guide learning activities and assessment of learning, which were offered to Department Chairs, Undergraduate Program Directors, and other faculty. The Faculty Senate approved the learning outcomes in the fall of 2005 (see Appendix A).
- Departmental review of courses to evaluate which outcomes were being addressed in current program. As part of the development of the final draft of learning outcomes, and as per the Faculty Senate charge, each department offering a general education course was asked to identify which of the outcomes were being addressed at a significant level in each course.

Results from this evaluation as well as other types of feedback from faculty were used to edit and refine the outcomes into the final draft that was ultimately approved by the Faculty Senate.

- Faculty Development. Teams made up of GEC members and/or faculty who taught general education courses were sent to national general education conferences and workshops to help them develop a broader understanding of general education as a key component of the baccalaureate degree and to increase understanding of learning outcomes and assessment of student learning.
- Human Rights Theme. The GEC adopted a human rights theme and asked faculty across the general education curriculum to incorporate the theme, if possible, into their general education courses. The purpose was to create a sense of coherence or greater connections among courses across the curriculum. Faculty and students have responded positively to this initiative.
- First Year Seminar. The one-credit elective freshmen seminar was approved as a general education course. The course focuses on “Who has the right to an education?”
- General Education Design Team. A cross-disciplinary team of faculty were brought together to (1) review all information about the current program, (2) identify major concerns or problems with the current program, and (3) make recommendations for program improvement. The group met over the summer of 2005 and issued a report and recommendations for program revision. Listening sessions were held in Fall 2005 to gain feedback from campus constituencies about the report and recommendations.
- Program Name Change. The Design Team and the GEC recommended, and the Faculty Senate approved a name change from General Education to University Core Curriculum to raise the image of the program and reflect the common experience purpose of the program. The name change is effective Fall 2007.
- Mission and vision statements. The GEC developed mission and vision statements to succinctly articulate to constituencies the purpose of the program and, in conjunction with the learning outcomes, to guide curricular revisions. The Faculty Senate approved these statements in Fall 2005 (see Appendix B).
- Revision of Curriculum—In Progress. The GEC used the Design Team report and recommendations, assessment information, and feedback gained from listening sessions to revise the Design Team curriculum proposal. These revisions are still in progress, but a proposal is expected to be presented to the Faculty Senate in spring 2007.

Several assessment activities, both direct and indirect, have taken place over the past 10 years. Whenever possible, results are being considered in curriculum revisions. Some of these assessment activities are highlighted below.

- Assessment of scientific reasoning occurred in 1995-1996 and again with different instruments in 2004-2005. Results suggest that scientific reasoning of our students could be strengthened. Various options are being considered by the GEC, including requiring all students to take a minimum of two science courses as well as possible changes in pedagogy or types of science courses offered.
- Assessment of student learning in “Self and Society (social science)” and “Art: The Aesthetic Experience” categories were completed in 1996. In both areas, students showed an increase in understanding and/or appreciation of these disciplinary areas, although, their overall levels of understanding were only marginally improved from pre- to post-tests.

- Global Understanding was assessed in 2004 and again in 2005 using three different instruments. This area was selected for assessment since a task force on internationalization of the curriculum was exploring, among other things, the option of requiring an international experience. Results suggest students show marginal ability to understand or apply a global perspective to problems. However, students who had taken more global perspective courses scored higher than others. The GEC is considering possible curricular changes and/or pedagogical changes that could positively impact student learning in this area.
- An ACT assessment of critical thinking was administered to freshmen and seniors in 2003-2004. In this cross-sectional study, both freshmen and seniors' mean scores were above the national average.
- Several indirect measures have been used to evaluate student perceptions and beliefs about the general education program. Focus groups of graduating seniors conducted in 1996 and surveys of graduating seniors in 1996 and of seniors in 2003-2004 provide mixed results. Students in the focus groups and in both surveys indicated that the program helped them develop specific skills such as writing and speaking, and the majority felt general education was an important part of their education. However, significant numbers of students also suggested that the program lacked coherence and, in some ways, courses were repetitious of high school. Students in the focus groups could not articulate the goals or overall purpose of the program and the majority of students responding to the surveys did not feel the program added substantially to their understanding of liberal studies areas. Significant number of responses suggested that courses should be more connected to their majors or to "real life." Both positive and negative perspectives of the program were often related to specific instructors, and students suggested a smaller program and better advising about the program as ways to improve it.

Although assessment of student learning in general education has been conducted and will be continuing, the GEC will be including a more systematic assessment plan as part of the curriculum revision proposal. And, in line with NCA recommendations, the GEC will build into this plan mechanisms to more systematically use assessment results to inform curricular, pedagogical, or other program changes.

The GEC has been working diligently to keep the campus informed and to garner feedback on proposed changes. However, the GEC, working in conjunction with the Faculty Senate and others, must work more effectively to develop a culture of support for general education as a key element of the baccalaureate degree. The Design Team and NCA both articulated a concern that the campus lacks a common vision about general education. As one strategy, the GEC's goal is to meet with as many departments as possible prior to finalization of the curricular revision proposals. The revised proposal has already been discussed in Chair/Program Director meetings in two colleges and will be discussed soon in the third college. In addition, more faculty development opportunities will be provided in the future. The GEC is committed to providing a high quality program that reflects the academic vision as found in the strategic plan to:

“deliver [a] high-quality, well-rounded education in intellectually stimulating environments that foster and produce: critical thinkers, lifelong learners, skilled and collaborative practitioners, and global citizens who use knowledge and technology with wisdom and ethics. The academic programs are multidisciplinary,

culturally relevant, and flexible in their design in order to be accessible and responsive to a diverse community of learners.” ([Strategic Plan](#), 2003).

Thus, student learning will continue to guide deliberations and decision-making about revisions to the program. Furthermore, the GEC is now considering using the newly published Association for General and Liberal Studies’ *Guide to Review and Assessment of General Education* as a means for continuous quality improvement in the program.

Appendix A: UW- L General Education Student Learning Outcomes

Goal: Foundations of Knowledge

Students will be able to:

- Express ideas, facts, opinions and beliefs in ways that are relevant and appropriate to the audience, context, purpose and genre
- State an idea/argument and develop it in a logical, organized form using conventional grammar, punctuation and formatting
- Formulate and support ideas with sufficient reasoning, evidence and persuasive appeals, and proper attribution
- Accurately summarize and interpret the purposes and main ideas of texts and performances
- Use a variety of resources and current technology to locate, retrieve and evaluate relevant sources and information
- Construct and use models to analyze, explain or predict phenomena
- Use mathematical and logical methods to solve problems
- Identify fundamental principles, theories, concepts, methodologies, tools and issues from various disciplines
- Synthesize information from different disciplines and perspectives to solve problems, gain new experiences, or create new things
- Engage effectively in the process of collaborative work and identify factors that facilitate and impede effective communication

Goal: Aesthetic Perspective and Meaning

Students will be able to:

- Identify appropriate methods for understanding and interpreting the aesthetics of various works
- Evaluate artistic presentations using appropriate language and patterns of thought
- Evaluate artistic presentations as commentary on society and the human experience
- Identify diverse elements (artistic, scientific, religious, cultural) that can provide meaning for human existence
- Explain factors that make their own lives meaningful

Goal: Inquiry and Critical Thinking

Students will be able to:

- Identify and use methods of inquiry appropriate to a given problem
- Identify valid procedures for gathering empirical data to solve particular problems
- Investigate and assess hypotheses using appropriate methods
- Critically assess the reasoning and evidence supporting or refuting a thesis
- Distinguish between fact, opinion, observation and inference
- Detect patterns underlying phenomena and draw reasonable inferences from information
- Reason logically, creatively and independently
- Explain the impact of science and technology on the environment, human experience and social change
- Explain how content is shaped by the context in which it was created

Goal: Personal, Social and Global Responsibility

Students will be able to:

- Describe how cultural and individual differences have shaped perspectives and contributed to patterns of privilege and oppression
- Explain how values and ideas of cultures have evolved and how patterns of globalization have shaped the modern world
- Recognize and respect different ways of thinking and communicating
- Explain the rationales for cultural behaviors different from one's own
- Communicate effectively with members of another culture
- Identify diverse moral and ethical perspectives, principles, and systems of evaluation
- Articulate their moral values, the processes they use to make ethical decisions and their perspective on current ethical issues
- Explain how knowledge from various disciplines is essential to individual and societal health and well-being
- Identify their strategies for involvement, leadership and civic engagement
- Analyze the impact their decisions and choices have on themselves and others
- Practice and uphold standards of academic integrity and intellectual honesty
- Articulate how their participation in campus and community events and in the democratic process has made a difference in their lives and the lives of others

Appendix B: UW-L's General Education Mission and Vision Statements

General Education Mission and Vision Statements

The mission of the General Education Program at UW-La Crosse is to develop life-long learners who will be engaged as knowledgeable and responsible citizens in a diverse and ever-changing world.

It is the University's vision that the core curriculum encourages students to

- § discover connections between disciplines
- § consider one's major in a broader context
- § cultivate knowledge, skills, and habits of mind essential for independent learning and thinking.

Authorization to Recruit:
Provost and Vice Chancellor
University of Wisconsin-Stevens Point

EDUCATION COMMITTEE:

Resolution I.1.f.:

That, the President of the University of Wisconsin System be authorized to recruit for a Provost and Vice Chancellor of the University of Wisconsin-Stevens Point, at a salary within the Board of Regents salary range for university senior executive salary group one.

Request for Authorization to Recruit

Institution: University of Wisconsin-Stevens Point

Type of Request: Provost and Vice Chancellor Search

Official University Title: Vice Chancellor

Description of Duties:

As chief academic officer, the Provost and Vice Chancellor is responsible for the leadership and administration of the academic affairs of the university. This position reports directly to the Chancellor of the university and serves as the Chancellor's deputy. Primary responsibilities include (1) oversight of academic programs and curricular issues, (2) supervision of the administrators of the undergraduate colleges and graduate program, (3) recommendation of all personnel actions pertaining to faculty and academic staff, (4) direction for budget development, (5) advice on such matters as student needs, administrative organization, facilities planning, personnel policies, community service, and communication, and (6) representation of the Chancellor upon the request of the Chancellor or System President.

Recommended Salary Range: University Senior Executive Group 1

Source of Funds: 102

Replacement Position for: Virginia Helm

Salary of Previous Incumbent: \$136,949

Justification for the Salary Range:

The 2006-07 Regent executive salary range 1 noted below is built on the 2004-05 actual peer median salary of \$150,000 for non-doctoral institution Vice Chancellors and Provosts, factored by 3.3% for 2005-06. The midpoint of the range is 95% of the 2005-06 predicted peer median of \$154,950, with the minimum 90% and the maximum 110% of those midpoints. The official salary range(s) were determined by the OSER Director with JCOER approval, on April 27, 2006, for 2006-07. For administrative purposes, the "effective salary range" is the highest Minimum and lowest Maximum to ensure that a salary is within the parameters of either salary range.

Vice Chancellors and Provosts Senior Executive Group 1

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
JCOER Approved Range	\$119,144	\$135,229	\$151,314 (7/1/06-3/31/07)
	\$121,825	\$138,272	\$154,719 (4/1/-7-6/30/07)
Board of Regents Executive Salary Policy Range	\$132,482	\$147,203	\$161,923 (2006-07)

Approved by:

Kevin P. Reilly, President
February 9, 2007

Authorization to Recruit (Approved)(Denied)
By the Board of Regents Executive Committee on _____.

UW-Stevens Point Vice Chancellor Competitive Salary Information

2006-07 Board of Regents Senior Executive Salary Range:

2004-05 peer group median salary:	\$150,000
CUPA-HR projects 3.3% increase in 2005-06	<u>x 1.033</u>
2005-06 projected peer group median:	\$154,950
Executive salary policy cost-of living adjustment	<u>.95</u>
Regents Salary Range Midpoint:	\$147,203
Regents Salary Range Minimum (90%):	\$132,482
Regents Salary Range Maximum (110%):	\$161,923

2004-05 Peer Group Salaries:

University of Akron	\$195,750
University of Northern Iowa	\$186,400
Western Michigan University	\$185,400
Oakland University	\$177,300
University of Michigan-Dearborn	\$175,473
Purdue University-Calumet	\$169,950
Central Michigan University	\$166,860
Grand Valley State University	\$164,827
Wright State University	\$164,116
Eastern Michigan University	\$160,000
Western Illinois University	\$155,256
Saginaw Valley State University	\$154,163
Northern Michigan	\$153,000
Youngstown State University	\$152,982
Ferris State University	\$152,440
Eastern Illinois University	\$150,312
Chicago State University	\$150,000
Southern Illinois University-Edwardsville	\$148,224
Minnesota State University-Mankato	\$148,000
Indiana-Purdue University-Ft. Wayne	\$143,300
University of Minnesota-Duluth	\$140,736
Northeastern Illinois University	\$140,628
St. Cloud State University	\$139,822
Minnesota State University-Moorhead	\$139,660
Indiana University-Southbend	\$138,425
University of Michigan-Flint	\$136,629
Michigan Technological University	\$135,000
Bemidji State University	\$133,204
University of Illinois-Springfield	\$131,292
Winona State University	\$130,000
University of Southern Indiana	\$126,700
Indiana University-Northwest	\$126,000
Indiana University-South East	\$114,915

Mean	\$151,114
Median	\$150,000

UW System Non-Doctoral Institution Vice Chancellor Salaries 12/08/06:

UW-Stout	\$144,000
UW-Platteville	\$142,697
UW-Green Bay	\$141,594
UW-Oshkosh	\$141,262
UW-River Falls (8-14-06)	\$139,500
UW-Superior	\$139,500
UW-Parkside	\$138,002
UW-Extension	\$137,166
UW-Stevens Point	\$136,949
UW-Whitewater	\$135,453
UW Colleges	\$135,010
UW-La Crosse (Interim)	\$132,482
UW Eau Claire (Interim)	\$131,095

Mean	\$138,055
Median	\$138,002

Revised 1/30/07

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.2. Business, Finance, and Audit Committee

February 8, 2007
1920 Van Hise Hall
1220 Linden Drive
Madison WI 53706

10:00 a.m. Education Committee - All Regents Invited

- UW System Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs
- UW System Freshman Admissions Policy

12:30 p.m. Lunch

1:00 p.m. Business, Finance, and Audit Committee Meeting – Room 1920 Van Hise Hall

- a. Approval of Minutes of the December 7, 2006 Meeting of the Business, Finance, and Audit Committee
- b. Consideration of Salary Adjustment for an Academic Leader to Address Recruitment and Retention Challenges for a Chancellor at UW-Stevens Point [Resolution I.2.b.]
- c. Annual Financial Report
- d. Trust Funds
(1) Annual Trust Funds Report
- e. Committee Business
(1) Quarterly Gifts, Grants, and Contracts
(2) Review of Committee Actions and Follow-up Items
(3) Discussion of Committee Goals and Priorities
- f. Report of the Vice President
- g. Additional items, which may be presented to the Committee with its approval
- h. Closed Session to consider trust fund matters as permitted by s. 19.85(1)(e) *Wis. Stats.*

Consideration of Salary Adjustment for a Senior Academic
Leader to Address Recruitment and Retention Challenges
for a Chancellor at UW-Stevens Point

BUSINESS, FINANCE, AND AUDIT COMMITTEE

Whereas, pursuant to ss. 20.923(4g) and 36.09(1)(j), Wisconsin Statutes, the salaries of UW System senior academic leaders must be set within the salary ranges established by the Board of Regents, and based upon a formula derived from the salaries paid by peer institutions to their academic leaders, and

Whereas in addition, section 36.09(1)(j), Wisconsin Statutes, authorizes the Board of Regents to increase chancellors' and other university senior academic leaders' salaries to address salary inequities or to recognize competitive factors in the periods between pay plan adjustments, and

Whereas at the February 2006 Board of Regents meeting the Business, Finance and Audit Committee endorsed the recommendation that the President of the UW System periodically perform a review and assessment of individual chancellors' salaries to determine whether there is a need for an adjustment to recognize competitive factors or correct salary inequities among senior academic leadership, as allowed by law, and

Whereas the Board of Regents affirms that leadership is critically important to the performance of our institutions and the students and citizens they serve and therefore places a high value on recruiting and retaining our outstanding senior academic leaders.

Now, therefore be it resolved;

That, upon recommendation of the President of the University of Wisconsin System, the annual salary for Chancellor Bunnell be adjusted due to competitive market factors and equity reasons per the attached recommendation, effective February 9, 2007.

**CONSIDERATION OF SALARY ADJUSTMENT FOR A
SENIOR ACADEMIC LEADER TO ADDRESS RECRUITMENT
AND RETENTION CHALLENGES FOR A CHANCELLOR AT
UW-STEVENS POINT**

EXECUTIVE SUMMARY

BACKGROUND

In accordance with ss. 20.923(4g) and 36.09(1)(j), Wisconsin Statutes, the salaries of UW System senior academic leaders must be set within the salary ranges established by the Board of Regents, and based upon a formula derived from the salaries paid by peer institutions to their academic leaders. Senior academic leaders also are eligible to receive increases to their salaries conforming to the amounts approved by the state for general state employee pay plan adjustments, pursuant to s. 230.12(3)(e), Wisconsin Statutes. In addition, section 36.09(1)(j), Wisconsin Statutes, authorizes the Board of Regents to increase employees' salaries to address salary inequities or to recognize competitive factors in the periods between pay plan adjustments.

REQUESTED ACTION

Approval of Resolution I.2.b.

DISCUSSION

The Business, Finance, and Audit Committee recommended in their February 2006 meeting that the President of the UW System shall periodically conduct a review and assessment of individual chancellor's salaries, taking into consideration the evaluation of the performance of the chancellor in his/her current position, to determine whether there is a need for an adjustment in the salary due to competitive market factors and equity reasons. The Business, Finance, and Audit Committee endorsed this new process as a step in the right direction. The President of the UW System has therefore initiated this process and with this resolution is forwarding for approval base salary adjustment for one chancellor.

RELATED REGENT POLICIES

Regent Policy 94-4

Wisconsin Statutes, s. 20.923(4g), s. 36.09(1)(j), and s. 230.12(3)(e)

Peer Salary Comparison for Non-Doctoral Chancellors

2006-07 Salary Range Calculated in Accordance with Board of Regents' Policy:

2004-05 peer group median salary:	\$199,400
CUPA-HR projects 3.3% increase in 2005-06	x 1.033
2005-06 projected peer group median:	\$205,980
Executive salary policy cost-of living adjustment	.95
Regents Salary Range Midpoint:	\$195,681
Regents Salary Range Minimum (90%):	\$176,113
Regents Salary Range Maximum (110%):	\$215,249

2004-05 Peer Group Salaries:

UW System Non-Doctoral Institution Chancellor Salaries 12/08/06

Wright State University	\$296,792		
University of Akron	\$281,011		
Western Michigan University	\$260,000		
Central Michigan University	\$236,200		
University of Northern Iowa	\$231,050		
University of Illinois-Springfield	\$230,625		
Western Illinois University	\$225,000		
Northeastern Illinois University	\$225,000		
Eastern Michigan University	\$222,000		
University of Michigan-Flint	\$217,608		
Oakland University	\$216,106		
St. Cloud State University	\$207,700		
Southern Illinois University-Edwardsville	\$205,800		
Youngstown State University	\$203,520		
Minnesota State University-Mankato	\$202,734		
Chicago State University	\$200,448		
University of Minnesota-Duluth	\$199,400		
University of Michigan-Dearborn	\$197,828		
Michigan Technological University	\$195,000	UW-Stout	\$195,264
Minnesota State University-Moorhead	\$194,055		
Winona State University	\$194,055		
		UW-Oshkosh	\$193,814
		UW-Platteville	\$191,899
		UW-Green Bay	\$188,814
Purdue University-Calumet	\$188,100		
Grand Valley State University	\$187,932		
Indiana-Purdue University-Ft. Wayne	\$186,600		
University of Southern Indiana	\$184,600	UW-Parkside	\$186,348
		UW-La Crosse (2/1/2007)	\$184,000
		UW-Superior	\$183,399
Saginaw Valley State University	\$181,335		
Bemidji State University	\$179,855	UW-Eau Claire	\$180,000
		UW-Stevens Point	\$179,476
		UW River Falls	\$178,507
		UW-Whitewater	\$178,507
		UW Colleges & Extension	\$178,000
Indiana University-Northwest	\$173,955		
Eastern Illinois University	\$173,004		
Ferris State University	\$170,000		
Indiana University-Southbend	\$156,060		
Indiana University-South East	\$156,060		
Northern Michigan	\$150,000		
Mean	\$203,922	Mean	\$184,836
Median	\$199,400	Median	\$183,700

Recommendation for Base Salary Adjustment for Chancellor Linda Bunnell

The following is an analysis of Chancellor Bunnell's salary compared to peers and the broader market for similar institutions and for internal equity considerations.

Chancellor Bunnell is our eighth longest serving chancellor having assumed her current position 06/01/04. Her current salary is \$4,524 lower than the most recently hired chancellor (hired 2/1/07). Salary compression has resulted from our need to offer competitive salaries to attract new chancellors and due to pay plans that have not kept pace with the market resulting in salary inequities among our comprehensive chancellors.

The recommended increase for Chancellor Bunnell will set her salary \$8,205 below the approved range midpoint. The salary adjustment is made in recognition of her years of service and to establish an equitable salary in comparison to the salaries of more recently hired chancellors. Budget size is also part of the consideration as a proxy for relative complexity of the job compared to other institutions. Of the 11 comprehensive institutions, UW-Stevens Point's budget is the fourth largest at \$131,643,290 for 2006-07.

Salary Ranges and External Market/Competitive Factors

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Board of Regent Range (7/1/06)	\$176,113	\$195,681*	\$215,249
Peer Median		\$205,980	
CUPA HR Median for UW-Stevens Point		\$232,599**	

* 95% of Peer Median. Ranges for 2006-07 were based on 2004-05 salary survey data rolled up by 3.3% for 2005-06 and approved by the Board of Regents for 2006-07 making our ranges one year behind the market.

** Based on institutions of the similar size budget and masters level programs from the CUPA-HR (College and University Professional Association – Human Resources) 2005-06 Survey of 1,345 institutions.

Base Salary Adjustment Recommendation

7/1/2006 Salary \$179,476

**Base increase requested effective
02/09/07 with Board approval \$8,000**

02/09/07 base salary \$187,476

Base Adjustment Percentage Increase 4.46%

Percent behind 2005-06 projected peer median (\$205,980) 8.98%

Percent behind CUPA median of comparable budget size (\$232,599) 19.40%

ANNUAL FINANCIAL REPORT

EXECUTIVE SUMMARY

BACKGROUND

The UW System annually publishes an Annual Financial Report that includes financial statements prepared in accordance with generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). The statements are audited by the Legislative Audit Bureau, and also appear, in a somewhat modified format, in the State of Wisconsin's Comprehensive Annual Financial Report.

REQUESTED ACTION

This report is submitted for information only.

DISCUSSION AND RECOMMENDATIONS

The UW System's Annual Financial Report for fiscal year 2005-2006 includes an unqualified audit opinion from the Legislative Audit Bureau, a Statement of Net Assets, a Statement of Revenues, Expenses and Changes in Net Assets, and a Statement of Cash Flows. The accompanying Notes to the Financial Statements are an integral part of the financial statements, including both disclosures required by GAAP and explanations intended to aid the reader in understanding the statements. In addition, the Annual Financial Report includes a "Management Discussion and Analysis" (MD&A) section that is intended to provide an objective and easily readable analysis of the UW System's financial activities. The UW System's Annual Financial Report may be found at <http://www.uwsa.edu/fadmin/finrep/afr.htm>.

Preceding the MD&A, financial statements, and notes are several graphs showing some of the ten-year trend data that have been included in prior annual financial reports. Charts 1 and 2 show the amount of revenue derived, in nominal and inflation-adjusted dollars, respectively, from state appropriations, from tuition and fees, and from all other sources. Over the ten year period, state support has been relatively flat, but since 2003 there has a notable decline in both nominal and inflation-adjusted dollars. From FY5 to FY6, while state support declined by \$3.6 million (0.4%), tuition revenue increased by \$51.2 million (7.1%), gifts increased by \$12.5 million (6.2%), and federal grants and contracts increased by \$9.8 million (1.5%). State appropriations comprise less than one quarter of the total revenue (23.9%). Chart 3 shows the growth in university controlled endowments over the past ten years. FY6 total expenses increased by \$93.2 million (2.7%) which was less than the prior year's increase of \$144.2 million (4.3%) mainly due to budget constraints.

RELATED REGENT POLICIES

None

February 9, 2007

I.2.d.(1)

UNIVERSITY OF WISCONSIN SYSTEM
TRUST FUNDS
ANNUAL REPORT
YEAR ENDED JUNE 30, 2006

<http://www.uwsa.edu/tfunds/anre2006.pdf>

UNIVERSITY OF WISCONSIN SYSTEM
GIFTS, GRANTS AND CONTRACTS AWARDED
QUARTERLY REPORT & PRIOR-YEAR COMPARISON
FISCAL YEAR 2006-2007 - Second Quarter

FISCAL YEAR 2006-2007	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
Total	53,364,421	40,486,009	1,652,643	61,553,687	12,386,684	378,968,932	76,773,502	625,185,878
Federal	26,536,562	31,390,023	40,172	7,660,259	9,200	257,762,932	70,335,540	393,734,689
Nonfederal	26,827,859	9,095,986	1,612,471	53,893,428	12,377,484	121,206,000	6,437,962	231,451,189
FISCAL YEAR 2005-2006								
Total	53,724,865	35,534,012	1,434,468	44,633,680	18,913,921	381,015,908	62,068,836	597,325,691
Federal	31,814,510	27,232,277	6,000	8,346,643	0	268,441,029	54,590,863	390,431,322
Nonfederal	21,910,355	8,301,735	1,428,468	36,287,037	18,913,921	112,574,879	7,477,974	206,894,369
INCREASE(DECREASE)								
Total	(360,444)	4,951,997	218,175	16,920,007	(6,527,237)	(2,046,975)	14,704,665	27,860,187
Federal	(5,277,948)	4,157,746	34,172	(686,384)	9,200	(10,678,097)	15,744,677	3,303,367
Nonfederal	4,917,504	794,251	184,003	17,606,390	(6,536,437)	8,631,121	(1,040,012)	24,556,820

UNIVERSITY OF WISCONSIN SYSTEM
 GIFTS, GRANTS AND CONTRACTS AWARDED - BY INSTITUTION
 QUARTERLY REPORT & PRIOR-YEAR COMPARISON
 FISCAL YEAR 2006-2007 - Second Quarter

	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
FISCAL YEAR 2006-2007								
Madison	14,900,489	24,884,841	1,457,954	49,775,666	12,384,831	355,654,415	18,863,951	477,922,147
Milwaukee	3,315,168	6,910,219	131,980	1,346,212	0	17,344,386	9,986,497	39,034,460
Eau Claire	736,817	319,015	0	0	0	1,034,278	5,366,408	7,456,518
Green Bay	11,600	1,566,143	0	308,961	0	328,149	3,032,849	5,247,703
La Crosse	696,379	339,137	14,300	825,958	0	891,282	3,331,191	6,098,247
Oshkosh	3,004,950	4,568,293	0	0	0	250,971	5,062,999	12,887,213
Parkside	293,965	353,414	6,500	17,932	0	162,719	3,165,318	3,999,848
Platteville	289,809	4,378	41,909	47,012	0	59,254	3,746,504	4,188,866
River Falls	511,032	59,471	0	1,534,177	0	7,500	3,028,143	5,140,323
Stevens Point	4,626,188	74,613	0	53,025	1,853	725,794	5,335,600	10,817,073
Stout	3,507,119	164,618	0	2,024,709	0	129,927	4,683,798	10,510,171
Superior	0	10,381	0	698,346	0	2,016,472	2,033,164	4,758,363
Whitewater	34,444	22,599	0	1,331,696	0	268,445	4,955,918	6,613,104
Colleges	7,729	526,630	0	979,808	0	95,340	3,781,162	5,390,669
Extension	21,428,732	0	0	0	0	0	0	21,428,732
System-Wide	0	682,257	0	2,610,185	0	0	400,000	3,692,442
Totals	53,364,421	40,486,009	1,652,643	61,553,687	12,386,684	378,968,932	76,773,502	625,185,878
Madison	10,322,984	16,849,080	0	1,013,008	9,200	239,440,342	14,383,757	282,018,371
Milwaukee	1,822,207	6,617,492	0	0	0	13,988,186	9,460,264	31,888,149
Eau Claire	531,817	319,015	0	0	0	701,273	5,366,408	6,918,513
Green Bay	0	1,372,168	0	0	0	244,551	3,007,829	4,624,548
La Crosse	624,132	311,984	0	767,654	0	474,487	3,331,191	5,509,448
Oshkosh	2,646,412	4,225,173	0	0	0	234,021	5,062,999	12,168,605
Parkside	201,295	296,801	0	0	0	0	3,081,360	3,579,456
Platteville	230,486	0	40,172	0	0	50,000	3,746,504	4,067,162
River Falls	324,169	0	0	1,344,905	0	0	3,013,723	4,682,797
Stevens Point	3,117,611	37,000	0	0	0	192,204	5,335,600	8,682,415
Stout	3,131,924	144,543	0	1,453,744	0	126,865	4,440,741	9,297,817
Superior	0	7,881	0	733,346	0	1,999,000	2,000,164	4,740,391
Whitewater	8,050	0	0	925,268	0	259,144	4,628,226	5,820,688
Colleges	0	526,629	0	649,444	0	52,859	3,476,774	4,705,706
Extension	3,575,475	0	0	0	0	0	0	3,575,475
System-Wide	0	682,257	0	772,890	0	0	0	1,455,147
Federal Totals	26,536,562	31,390,023	40,172	7,660,259	9,200	257,762,932	70,335,540	393,734,689
Madison	4,577,505	8,035,761	1,457,954	48,762,658	12,375,631	116,214,073	4,480,194	195,903,776
Milwaukee	1,492,961	292,727	131,980	1,346,212	0	3,356,200	526,233	7,146,312
Eau Claire	205,000	0	0	0	0	333,005	0	538,005
Green Bay	11,600	193,975	0	308,961	0	83,598	25,020	623,154
La Crosse	72,247	27,153	14,300	58,304	0	416,795	0	588,799
Oshkosh	358,538	343,120	0	0	0	16,950	0	718,608
Parkside	92,670	56,613	6,500	17,932	0	162,719	83,958	420,392
Platteville	59,323	4,378	1,737	47,012	0	9,254	0	121,704
River Falls	186,863	59,471	0	189,272	0	7,500	14,420	457,526
Stevens Point	1,508,577	37,613	0	53,025	1,853	533,590	0	2,134,658
Stout	375,195	20,075	0	570,965	0	3,062	243,057	1,212,354
Superior	0	2,500	0	(35,000)	0	17,472	33,000	17,972
Whitewater	26,394	22,599	0	406,428	0	9,301	327,692	792,415
Colleges	7,729	1	0	330,364	0	42,481	304,388	684,963
Extension	17,853,257	0	0	0	0	0	0	17,853,257
System-Wide	0	0	0	1,837,295	0	0	400,000	2,237,295
Nonfederal Totals	26,827,859	9,095,986	1,612,471	53,893,428	12,377,484	121,206,000	6,437,962	231,451,189

UNIVERSITY OF WISCONSIN SYSTEM
GIFTS, GRANTS AND CONTRACTS AWARDED - BY INSTITUTION
QUARTERLY REPORT & PRIOR-YEAR COMPARISON
FISCAL YEAR 2006-2007 - Second Quarter

	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
FISCAL YEAR 2005-2006								
Madison	15,602,353	16,991,304	1,386,968	34,784,792	18,913,902	360,938,974	17,257,236	465,875,529
Milwaukee	4,121,555	9,092,712	40,000	1,374,029	0	15,927,646	7,263,477	37,819,419
Eau Claire	691,396	432,785	0	0	0	476,065	4,234,967	5,835,213
Green Bay	22,260	1,610,193	0	259,104	0	545,624	2,326,076	4,763,257
La Crosse	1,107,704	505,250	6,000	561,063	0	1,109,577	0	3,289,594
Oshkosh	7,104,754	4,757,471	0	0	0	344,565	3,833,046	16,039,836
Parkside	100,187	580,403	0	159,701	0	210,448	2,494,157	3,544,896
Platteville	656,978	8,458	1,500	444,497	0	0	2,734,891	3,846,323
River Falls	663,296	350,053	0	1,181,107	0	21,864	2,410,096	4,626,416
Stevens Point	5,007,738	369,254	0	120,778	0	1,118,278	4,835,448	11,451,496
Stout	2,172,538	185,709	0	1,510,529	0	26,519	3,435,569	7,330,864
Superior	39,307	0	0	699,648	0	127,422	1,664,475	2,530,852
Whitewater	29,692	43,776	0	2,222,273	19	132,622	5,727,756	8,156,139
Colleges	11,623	12,070	0	364,434	0	36,304	3,851,642	4,276,073
Extension	16,393,485	0	0	0	0	0	0	16,393,485
System-Wide	0	594,575	0	951,725	0	0	0	1,546,300
Totals	53,724,865	35,534,012	1,434,468	44,633,680	18,913,921	381,015,908	62,068,836	597,325,691
Madison	11,549,296	9,650,213	0	1,920,762	0	251,577,390	11,159,988	285,857,649
Milwaukee	2,629,658	8,861,712	0	0	0	13,950,761	6,930,369	32,372,499
Eau Claire	691,396	390,527	0	0	0	396,937	4,234,967	5,713,827
Green Bay	7,760	1,555,783	0	0	0	178,089	2,279,082	4,020,714
La Crosse	1,003,227	505,250	6,000	539,856	0	822,851	0	2,877,184
Oshkosh	5,325,318	4,644,171	0	0	0	344,565	3,833,046	14,147,100
Parkside	81,187	435,764	0	0	0	185,141	2,393,280	3,095,372
Platteville	634,991	0	0	348,516	0	0	2,734,891	3,718,398
River Falls	585,332	276,696	0	856,594	0	3,500	2,410,096	4,132,218
Stevens Point	3,397,291	194,744	0	0	0	707,929	4,835,448	9,135,412
Stout	1,974,961	122,843	0	1,125,299	0	24,492	3,204,428	6,452,023
Superior	29,307	0	0	691,329	0	123,422	1,664,475	2,508,533
Whitewater	6,679	0	0	1,854,191	0	124,533	5,392,302	7,377,705
Colleges	6,348	0	0	101,371	0	1,419	3,518,491	3,627,629
Extension	3,891,759	0	0	0	0	0	0	3,891,759
System-Wide	0	594,575	0	908,725	0	0	0	1,503,300
Federal Totals	31,814,510	27,232,277	6,000	8,346,643	0	268,441,029	54,590,863	390,431,322
Madison	4,053,057	7,341,091	1,386,968	32,864,030	18,913,902	109,361,584	6,097,248	180,017,880
Milwaukee	1,491,897	231,000	40,000	1,374,029	0	1,976,886	333,108	5,446,920
Eau Claire	0	42,258	0	0	0	79,128	0	121,386
Green Bay	14,500	54,410	0	259,104	0	367,535	46,994	742,543
La Crosse	104,477	0	0	21,207	0	286,726	0	412,410
Oshkosh	1,779,436	113,300	0	0	0	0	0	1,892,736
Parkside	19,000	144,639	0	159,701	0	25,307	100,877	449,524
Platteville	21,987	8,458	1,500	95,981	0	0	0	127,925
River Falls	77,964	73,357	0	324,513	0	18,364	0	494,198
Stevens Point	1,610,447	174,510	0	120,778	0	410,349	0	2,316,084
Stout	197,577	62,866	0	385,230	0	2,027	231,141	878,841
Superior	10,000	0	0	8,319	0	4,000	0	22,319
Whitewater	23,013	43,776	0	368,082	19	8,089	335,454	778,433
Colleges	5,275	12,070	0	263,063	0	34,885	333,151	648,444
Extension	12,501,726	0	0	0	0	0	0	12,501,726
System-Wide	0	0	0	43,000	0	0	0	43,000
Nonfederal Totals	21,910,355	8,301,735	1,428,468	36,287,037	18,913,921	112,574,879	7,477,974	206,894,369

UNIVERSITY OF WISCONSIN SYSTEM
GIFTS, GRANTS AND CONTRACTS AWARDED - BY INSTITUTION
QUARTERLY REPORT & PRIOR-YEAR COMPARISON
FISCAL YEAR 2006-2007 - Second Quarter

	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
INCREASE (DECREASE)								
Madison	(701,864)	7,893,537	70,986	14,990,874	(6,529,071)	(5,284,559)	1,606,715	12,046,618
Milwaukee	(806,387)	(2,182,493)	91,980	(27,818)	0	1,416,740	2,723,019	1,215,042
Eau Claire	45,421	(113,770)	0	0	0	558,213	1,131,441	1,621,305
Green Bay	(10,660)	(44,050)	0	49,857	0	(217,475)	706,773	484,446
La Crosse	(411,325)	(166,113)	8,300	264,895	0	(218,295)	3,331,191	2,808,653
Oshkosh	(4,099,804)	(189,178)	0	0	0	(93,594)	1,229,953	(3,152,623)
Parkside	193,778	(226,989)	6,500	(141,769)	0	(47,729)	671,161	454,952
Platteville	(367,169)	(4,080)	40,409	(397,484)	0	59,254	1,011,613	342,543
River Falls	(152,264)	(290,582)	0	353,070	0	(14,364)	618,047	513,907
Stevens Point	(381,550)	(294,641)	0	(67,753)	1,853	(392,484)	500,152	(634,423)
Stout	1,334,581	(21,091)	0	514,180	0	103,408	1,248,229	3,179,307
Superior	(39,307)	10,381	0	(1,302)	0	1,889,050	368,689	2,227,511
Whitewater	4,752	(21,176)	0	(890,577)	(19)	135,824	(771,838)	(1,543,035)
Colleges	(3,894)	514,560	0	615,374	0	59,036	(70,480)	1,114,596
Extension	5,035,247	0	0	0	0	0	0	5,035,247
System-Wide	0	87,682	0	1,658,460	0	0	400,000	2,146,142
Totals	(360,444)	4,951,997	218,175	16,920,007	(6,527,237)	(2,046,975)	14,704,665	27,860,187
Madison	(1,226,312)	7,198,867	0	(907,754)	9,200	(12,137,048)	3,223,769	(3,839,278)
Milwaukee	(807,451)	(2,244,220)	0	0	0	37,425	2,529,895	(484,350)
Eau Claire	(159,579)	(71,512)	0	0	0	304,336	1,131,441	1,204,686
Green Bay	(7,760)	(183,615)	0	0	0	66,462	728,747	603,834
La Crosse	(379,095)	(193,266)	(6,000)	227,798	0	(348,364)	3,331,191	2,632,264
Oshkosh	(2,678,906)	(418,998)	0	0	0	(110,544)	1,229,953	(1,978,495)
Parkside	120,108	(138,963)	0	0	0	(185,141)	688,080	484,084
Platteville	(404,505)	0	40,172	(348,516)	0	50,000	1,011,613	348,764
River Falls	(261,163)	(276,696)	0	488,311	0	(3,500)	603,627	550,579
Stevens Point	(279,680)	(157,744)	0	0	0	(515,725)	500,152	(452,997)
Stout	1,156,963	21,700	0	328,445	0	102,373	1,236,313	2,845,794
Superior	(29,307)	7,881	0	42,017	0	1,875,578	335,689	2,231,858
Whitewater	1,371	0	0	(928,923)	0	134,611	(764,076)	(1,557,017)
Colleges	(6,348)	526,629	0	548,073	0	51,440	(41,717)	1,078,077
Extension	(316,284)	0	0	0	0	0	0	(316,284)
System-Wide	0	87,682	0	(135,835)	0	0	0	(48,153)
Federal Totals	(5,277,948)	4,157,746	34,172	(686,384)	9,200	(10,678,097)	15,744,677	3,303,367
Madison	524,448	694,670	70,986	15,898,628	(6,538,271)	6,852,489	(1,617,054)	15,885,896
Milwaukee	1,064	61,727	91,980	(27,818)	0	1,379,314	193,124	1,699,392
Eau Claire	205,000	(42,258)	0	0	0	253,877	0	416,619
Green Bay	(2,900)	139,565	0	49,857	0	(283,937)	(21,974)	(119,388)
La Crosse	(32,230)	27,153	14,300	37,097	0	130,069	0	176,389
Oshkosh	(1,420,898)	229,820	0	0	0	16,950	0	(1,174,128)
Parkside	73,670	(88,026)	6,500	(141,769)	0	137,412	(16,919)	(29,132)
Platteville	37,336	(4,080)	237	(48,968)	0	9,254	0	(6,221)
River Falls	108,899	(13,886)	0	(135,241)	0	(10,864)	14,420	(36,672)
Stevens Point	(101,870)	(136,897)	0	(67,753)	1,853	123,241	0	(181,426)
Stout	177,618	(42,791)	0	185,735	0	1,035	11,916	333,513
Superior	(10,000)	2,500	0	(43,319)	0	13,472	33,000	(4,347)
Whitewater	3,381	(21,176)	0	38,346	(19)	1,213	(7,762)	13,982
Colleges	2,454	(12,069)	0	67,301	0	7,596	(28,763)	36,519
Extension	5,351,531	0	0	0	0	0	0	5,351,531
System-Wide	0	0	0	1,794,295	0	0	400,000	2,194,295
Nonfederal Totals	4,917,504	794,251	184,003	17,606,390	(6,536,437)	8,631,121	(1,040,012)	24,556,820

REVISED 1/26/07

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.3. Physical Planning and Funding Committee

Thursday, February 8, 2007
Van Hise Hall
1220 Linden Drive, Madison, Wisconsin

10:00 a.m. Education Committee - All Regents Invited

- UW System Criteria for Approval of Wisconsin Technical College System Collegiate Transfer Programs
- UW System Freshman Admissions Policy

12:30 p.m. Lunch

1:00 p.m. Physical Planning and Funding – Room 1511 Van Hise Hall

- a. Approval of the Minutes of the December 7, 2006 Meeting of the Physical Planning and Funding Committee
- b. UW-Madison: Capital Investments in Student Life
- c. UW-Madison: Authority to Lease Warehouse Space and Exercise an Option to Purchase [Resolution I.3.c.]
- d. UW-Oshkosh: Authority to Sell a Parcel of Land to the City of Oshkosh [Resolution I.3.d.]
- e. UW-River Falls: Authority to Exchange a Parcel of Land for a Future Building Site Parcel [Resolution I.3.e.]
- f. UW-Whitewater: Authority to Provide Temporary Academic Space That Will Be Awarded Through a Competitive Process [Resolution I.3.f.]
- g. UW System: Authority to Construct All Agency Maintenance and Repair Projects [Resolution I.3.g.]
- h. 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 for the purposes of conducting public business for competitive and bargaining reasons as permitted by s. 19.85(1)(e), *Wis. Stats.*

Authority to Lease Warehouse Space
and Exercise and Option to Purchase,
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:

- (a) enter into a ten-year lease agreement, including an option to purchase, with the Livesey Company, the owner/developer, for a 102,780 gross square feet (GSF) distribution, warehouse and office building on the 15-acre property at 1061 Thousand Oaks Trail in the city of Verona.
- (b) exercise the option to purchase the newly constructed facility and associated land (10.6 acres) at 1061 Thousand Oaks Trail in the city of Verona upon completion of construction at a cost of \$7,000,000 existing program revenue bonding authority.
- (c) have the option to enter into a ground lease or purchase from the Livesey Company, the owner/developer, for a 4.4 acre parcel adjacent to the property described in (a) above upon its approval within the city of Verona Urban Service Area.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2007

1. Institution: The University of Wisconsin-Madison
2. Request: Requests authority to:
 - (a) enter into a ten-year lease agreement, including an option to purchase, with the Livesey Company, the owner/developer, for a 102,780 gross square feet (GSF) distribution, warehouse and office building on the 15-acre property at 1061 Thousand Oaks Trail in the city of Verona.
 - (b) exercise the option to purchase the newly constructed facility and associated land (10.6 acres) at 1061 Thousand Oaks Trail in the city of Verona upon completion of construction at a cost of \$7,000,000 existing program revenue bonding authority.
 - (c) have the option to enter into a ground lease or purchase from the Livesey Company, the owner/developer, for a 4.4 acre parcel adjacent to the property described in (a) above upon its approval within the city of Verona Urban Service Area.
3. Description and Scope of Project: In October 2006, the state Department of Administration issued a Request for Proposal (RFP) on behalf of UW-Madison to identify potential existing facilities or developable sites for the relocation and consolidation of the university functions operating at a leased facility at 2102 Wright Street and a campus-owned facility at 630 W. Mifflin Street. Seventeen proposals were submitted. The property at Thousand Oaks Trail was selected because it provided the most efficient location, quality construction and the option for future expansion of university and/or state functions. In addition, this facility will provide savings to the university via sharing of equipment, staff, and other resources for both support operations. Occupancy is planned for October 1, 2007 or shortly thereafter. The proposed lease is necessary for the Livesey Company to secure financing and begin construction of the facility. All construction materials and subcontractor work will be competitively bid to provide opportunities to contractors and suppliers comparable to that of a typical state venture.

The total site currently consists of 15 acres in two parcels. The primary parcel of 10.6 acres is bounded by Thousand Oaks Trail and John P. Livesey Boulevard in the city of Verona within the Verona Technology Park. The second 4.4-acre parcel is one of the following two adjacent properties: (1) directly north of the primary parcel; or (2) directly east of the primary parcel which must be designated part of the Verona Urban Service Area. Upon action regarding the request to enter the eastern 4.4 acre parcel in the Verona Urban Services Area, the university will have the option to ground lease, purchase, or relinquish rights this or the northerly 4.4-acre parcel.

The base rental rate for the entire project will not exceed \$600,000 annually and includes costs of site development and preparation, land acquisition on the primary 10.6 acres of property, and the construction of the specified facility. The lease will be for a ten-year period and will provide purchase options for the program revenue fund supported project. There will be zero escalation in the rental rate during the first five years of the initial term, i.e. through fall of 2012 for the entire facility. The UW-Madison will be responsible for all building operation, staffing, maintenance costs, real estate taxes and insurance. Rental payments and/or bond payments will be provided from program revenue operating funds.

The purchase option, for the lease property or any portion as specified in the lease, shall be ongoing from commencement of the lease. The purchase price shall not exceed \$7,000,000 for the newly constructed improvements and primary 10.6 acres of property. The desired closing date for the purchase of the property, or a portion of the property, will be upon completion of the new facility (or shortly thereafter); the date is estimated to be October 1, 2007. The owner/developer has provided an Environmental Assessment of the site (Phase I and Limited Phase II from 2005); possible contaminants to the land have been rectified.

4. Justification: In November 2006, the State Building Commission approved the purchase and sale of the existing leased facility at 2102 Wright Street, Madison, Wisconsin to a private entity. This facility is currently occupied by the UW-Madison Materials Distribution Services (MDS) and Surplus With A Purpose (SWAP).

The UW-Madison also needs to relocate academic and administrative support warehouse functions from the facility at 630 W. Mifflin Street to allow the renovation of the facility for academic functions in the Department of Art (DSF Project 06B1R). This renovation in turn facilitates the completion of two major campus projects: the \$31 million gift funded Education Building Renovation project, and the Wisconsin Institutes of Discovery, a \$150 million project funded one-third by the state and two-thirds privately. Both of these projects will displace current Department of Art activities. Vacating the Mifflin Street facility by late fall of 2007 allows it to be remodeled by December 2008 for the displaced Department of Art activities. This coincides with the construction schedule for the Education Building and the Wisconsin Institutes of Discovery. Approval of this request will enable timely implementation of this public/private partnership and provide assurance that the campus plans for these two major projects will not be delayed. It also provides an opportunity to consolidate the two support functions in one facility at a single location, and offers land for expansion and potential consolidation of other university academic and support functions in the future

5. Previous Action:

August 22, 2002	Recommended enumeration the purchase of 8.44 acres of land and a 63,124 ASF/65,399 GSF warehouse/office space building located at 2102 Wright Street, Madison, Wisconsin at a cost of \$5,300,000 Program Revenue Supported Borrowing as part of the 2003-05 Capital Budget.
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Authority to Sell a Parcel of Land to the City of
Oshkosh, 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 sell approximately 5,228 square feet (less than 0.12 acre) of the 2.20-acre parcel on Wisconsin Street (State Trunk Highway 44), Oshkosh, Wisconsin to the city of Oshkosh for \$68,590.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2007

1. Institution: The University of Wisconsin-Oshkosh
2. Request: Requests authority to sell approximately 5,228 square feet (less than 0.12 acre) of the 2.20-acre parcel on Wisconsin Street (State Trunk Highway 44), Oshkosh, Wisconsin to the city of Oshkosh for \$68,590.
3. Description and Scope of Project: The property to be sold is located along the west edge of Wisconsin Street north of the Fox River in the city of Oshkosh; its appraised value is \$68,590. The city of Oshkosh is seeking to purchase this sliver of land as part of a bridge reconstruction project which shifts the bridge slightly to the northwest of its current location. This linear piece of property is part of a larger parcel at the edge of campus currently used for parking and an entry sign; bridge improvements will not substantially adversely affect the ongoing use of the property for these purposes. Bridge improvements will benefit university students, faculty, and staff, as well as the broader community of Oshkosh. The sale of this property is in the best interest of the university and the public good.
4. Justification of the Request: Approval of this request will facilitate bridge reconstruction being undertaken by the city of Oshkosh in conjunction with Wisconsin Department of Transportation for the benefit of the public. No adverse effect is anticipated.
5. Budget and Schedule:

 Budget: Not applicable.
 Schedule: This sale needs to be completed by March to allow for the intended construction schedule as coordinated by the city of Oshkosh and WisDOT.
6. Previous Action: None.

Authority to Exchange a Parcel of Land for a
Future Building Site, UW-River Falls

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-River Falls Chancellor and the President of the University of Wisconsin System, authority be granted to exchange a 1.8-acre parcel of university-owned land at the UW-River Falls campus and \$350,000 Program Revenue-Cash for a 3.6-acre parcel of land owned by Northern Investments of La Crosse (dba Kwik Trip, Inc.)

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2007

1. Institution: The University of Wisconsin-River Falls
2. Request: Requests authority to exchange a 1.8-acre parcel of university-owned land at the UW-River Falls campus and \$350,000 Program Revenue-Cash for a 3.6-acre parcel of land owned by Northern Investments of La Crosse (dba Kwik Trip, Inc.)
3. Description and Scope of Project: This transaction will exchange 1.8 acres of university land on the UW-River Falls campus for 3.6 acres of undeveloped land adjacent to the campus in the city of River Falls. The exchange, based on appraisals, will also result in a transfer of cash from the Board of Regents of the University of Wisconsin System of \$350,000 (Program Revenue-Cash) to Kwik Trip, Inc. The average of two market appraisals, \$960,500 (based on \$1,076,000 and \$845,000), for the Kwik Trip, Inc. property exceeds the average of two market appraisals, \$596,000 (based on \$557,000 and \$635,000) for the university property by \$364,500. However, based on discussions with Kwik Trip, Inc., the cash to be transferred has been reduced to favor the university and will be \$350,000. There is no relocation cost associated with this exchange. Environmental audits were conducted and there are no known environmental hazards associated with the parcels to be exchanged.
4. Justification of the Request: The purpose of the land exchange is to gain additional land for parking and a future building site adjacent to the Hunt/Knowles physical education and recreation complex. The parcel location and store development plans are consistent with plans and goals established by the city of River Falls' Community Development Department and the River Falls Municipal Utility. Land to be acquired by the Board of Regents is currently zoned B2 – Limited Commercial and will be rezoned to U – University upon completion of the land trade.

Kwik Trip, Inc. purchased the 3.6 acre parcel of land immediately west of the Robert P. Knowles Physical Education and Recreation Center in 2005 with the intent to construct a convenience store. After working collaboratively with the city of River Falls, UW-River Falls, and River Falls Municipal Utility, it was determined to be in the best interest of all involved. The land exchange would provide better development options for the site surrounding the Hunt/Knowles complex (location for the upcoming Health and Human Performance Building project), provide greater access for parking via aligned intersections, and provide an unimpeded view of university facilities from South Main Street (i.e. state trunk highways 29 and 35).

Through this land exchange, Kwik Trip, Inc. acquires a site at the intersection of South Main and West Johnson Streets. Kwik Trip, Inc. plans to begin construction of their store in May of 2007 with an anticipated opening date in December of 2007.

Appraisals of the parcels to be exchanged were prepared in December 2006. Comparison of the averages of the two appraisals for each parcel shows a fiscal advantage in favor of Kwik Trip, Inc. A reduced amount of this difference will be paid in cash from program revenue parking funds by UW-River Falls at closing. These funds have been collected in a reserve account in anticipation of land acquisition; hence, no additional fees will be charged to cover this cost.

5. Budget and Schedule:

\$350,000, an amount less than the difference in the averages of the appraised values for the two properties, will be paid by UW-River Falls using program revenue funds at the time of closing.

Board of Regents Approval	February 2007
State Building Commission Approval	February 2007

6. Previous Action: None.

Authority to Provide Temporary Space That
Will Be Awarded Through a Competitive
Process, UW-Whitewater

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Whitewater Chancellor and the President of the University of Wisconsin System, authority be granted to place a temporary prefabricated academic facility on land owned by the Board of Regents on the UW-Whitewater campus and to authorize the officers of the Board of Regents to enter into the necessary agreements to acquire or lease the facility.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2007

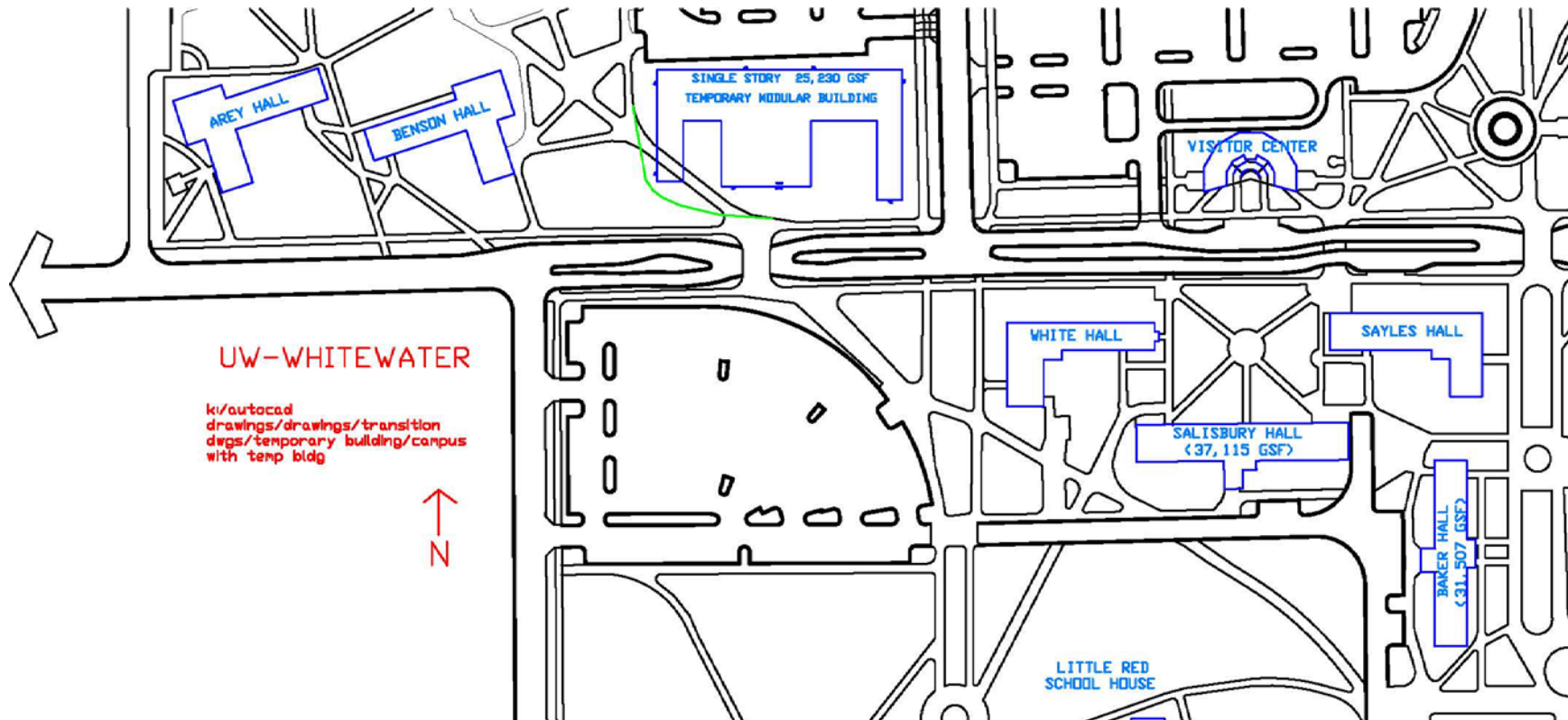
1. Institution: The University of Wisconsin–Whitewater
2. Request: Requests authority to place a temporary prefabricated academic facility on land owned by the Board of Regents on the UW-Whitewater campus and to authorize the officers of the Board of Regents to enter into the necessary agreements to acquire or lease the facility.
3. Description and Scope of the Project: This project will place a prefabricated modular building of approximately 25,230 sq. ft. on the northwest corner of Starin Road and Warhawk Drive on the campus of UW-Whitewater. The building will primarily be used as faculty and department offices of the College of Letters and Sciences. Work is to include excavation, foundation design and installation, and the manufacture of the modular building. The building is to be used for approximately fifty-four (54) months. The building will be removed at the end of the occupancy period, including any foundation, and the site will be restored to its original condition.
4. Justification of the Request: This project is necessary because Baker and Salisbury Halls need to be razed to create a site for the new College of Business and Economics Building (COBE). The demolition of Baker and Salisbury Halls is scheduled to commence in June 2007, consequently, a new temporary location to house the College of Letters and Science and its faculty must be provided. There is no surge space on campus and there are no alternate locations in the vicinity of the campus in which to house the College of Letters and Sciences and its faculty; therefore a temporary structure is the only alternative.

The need to create a temporary facility came about through the design process of the new College of Business and Economics. The original plan did not include the demolition of Baker and Salisbury until after COBE was constructed, however, the project architects concluded that the best location for COBE included the current site of Baker and Salisbury. The temporary building will also be needed through the remodeling of Carlson Hall which is anticipated for funding and construction in 2009-11.

The UW-Whitewater, UW System, and the Division of State Facilities are pursuing two options for attaining the facility. Both options would require state Building Commission approval. The campus issued a Request for Proposals (RFP) to erect and lease the facility and could seek Building Commission approval to allow a company to build the facility under a lease agreement. An alternative would be to amend the College of Business and Economics project bid package to include the temporary facility.

5. Budget: The total cost of the temporary facility is projected to be \$3,000,000, Institutional Funds.
6. Previous Action: None.

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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 \$7,804,600 (\$5,150,800 General Fund Supported Borrowing; \$1,223,400 Program Revenue Supported Borrowing; \$1,030,400 Program Revenue Cash; and \$400,000 Gifts and Grants Funding).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2007

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 \$7,804,600 (\$5,150,800 General Fund Supported Borrowing; \$1,223,400 Program Revenue Supported Borrowing; \$1,030,400 Program Revenue Cash; and \$400,000 Gifts and Grants Funding).

FACILITIES MAINTENANCE & REPAIR

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
LAX	05H1K	Whitney Freezer/Cooler Repl (Increase)	\$ -	\$ -	\$ 229,500	\$ -	\$ -	\$ 229,500
MSN	07A2F	Camp Randall Court/Track Renv	\$ -	\$ -	\$ 319,000	\$ -	\$ -	\$ 319,000
FM&R SUBTOTALS			\$ -	\$ -	\$ 548,500	\$ -	\$ -	\$ 548,500

UTILITIES REPAIR & RENOVATION

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
EAU	06L2J	Water St. Parking Lot Reconst	\$ 14,700	\$ -	\$ 258,300	\$ -	\$ -	\$ 273,000
MSN	06K2B	Band Practice Field Repl	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000
MSN	06L2I	Dayton St-Randall Ave Utilities	\$ 4,108,000	\$ 1,092,000	\$ -	\$ -	\$ -	\$ 5,200,000
MSN	07A2E	Htg Plnt Charter CW Pump VFD Repl	\$ 364,000	\$ -	\$ 36,000	\$ -	\$ -	\$ 400,000
MSN	07A2G	Htg Plnt Walnut Air Compressor Inst	\$ 237,000	\$ -	\$ 63,000	\$ -	\$ -	\$ 300,000
PLT	07A2H	Longhorn Dr Ret Wall Repl	\$ 223,700	\$ 131,400	\$ -	\$ -	\$ -	\$ 355,100
STP	07A2I	Steam/Cond Pit 23 to 25 Repr	\$ 203,400	\$ -	\$ 124,600	\$ -	\$ -	\$ 328,000
UR&R SUBTOTALS			\$ 5,150,800	\$ 1,223,400	\$ 481,900	\$ 400,000	\$ -	\$ 7,256,100

	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
FEBRUARY 2007 TOTALS	\$ 5,150,800	\$ 1,223,400	\$ 1,030,400	\$ 400,000	\$ -	\$ 7,804,600

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 - 05H1K - Whitney Center Freezer/Cooler Replacement (\$229,500 Increase): This project was previously approved at the 04/2006 SBC meeting. 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 new freezer and cooler layout requires constructing an areaway for a new emergency exit and condenser mounting pad. An existing outside air intake louver is also being relocated to avoid drawing in vehicle exhaust fumes from the adjoining loading dock. The consultant's cost estimate for this unanticipated work exceeds the current project budget. The project will be bid in February 2007.

MIL - 07A2J - Art Building, Chemistry Building, and Music Building Elevator Replacements (\$1,052,000): This project replaces four elevators in three academic facilities. One 5-stop traction elevator will be replaced in the Art Building and one 5-stop traction elevator will be replaced in the Music Building. Two 9-stop traction elevators will be replaced in the Chemistry Building. Project work includes replacement of direct current elevator drives with alternating current drives and replacement of mechanical relay based controllers with new microprocessor based controllers. Heating and cooling improvements to the traction elevator equipment room will be implemented as needed to satisfy the equipment warranty. A new partition wall will be constructed in the Music Building to create an elevator room to meet current elevator code.

All of the elevator systems were originally installed prior to 1974. The elevator systems are obsolete, and in poor condition. The systems break down frequently and require constant maintenance. In addition to maintenance issues, fire fighter service is limited and elevator controls do not meet ADA requirements. The direct current motor generator traction elevator machines produce carbon dirt and waste energy. Modern microprocessor controls coupled with new alternating current elevator machines run clean and are energy efficient. This project is needed to ensure reliable service to building occupants.

MSN - 07A2F - Camp Randall Sports Center Track Renovation (\$319,000): This project inspects, cleans, repairs, resurfaces, and re-stripes all red and gray textured areas of the 200-meter track. Resurfacing includes application of a 1/16-inch polyurethane leveling layer followed with two coats of encapsulated EPDM/polyurethane. Finish coating will consist of two layers of single component polyurethane. Track and event striping will be NCAA and high school compliant.

The 200-meter track is worn to an unacceptable condition. Wear areas are especially prevalent in the inner most running lanes of the track, starting line areas, and pole vault runway. The potential for serious injury is greatly increased for student athletes competing and training on an uneven track surface.

Health, Safety, and Environmental Protection

MSN - 07A2D - Kegonsa Research Campus Fire Alarm System Replacement (\$308,000): This project replaces fire alarm systems in 16 facilities located throughout the Kegonsa Research Campus (KRC) located in Stoughton, Wisconsin. A multiplex addressable control panel with voice evacuation capability will be installed in the Rowe Building. A multi-zone fire alarm control panel will be installed in the Tantalus Control Building to serve all three Tantalus Buildings. A small multi-zone panel will be installed in each of the twelve trailers.

Each panel will contain a telephone dialer to report alarms to the campus security office. New pull stations, smoke and heat detectors, and audio-visual signal devices will be installed to meet all current building codes. Signal devices will be installed in all public areas to meet the latest ADA requirements.

KRC facilities are served by two 1970 vintage fire alarm control panels. A control panel located in the Tantalus Control Building serves all fire alarm devices in the Tantalus Control Building, Tantalus Building, and the Tantalus Power House. A control panel in the Rowe Building serves all fire alarm devices in the Rowe Building and all trailers. The control panels are obsolete and parts are difficult to obtain. In 2002, a lightning induced surge caused the Rowe Building fire alarm panel to fail. The fire alarm system was out of service for approximately one week until parts could be found. The facilities lack modern audio/visual signal devices, and adequate heat or smoke detection. Modern fire alarm systems include methods of reducing false alarms, are energy efficient, have power back-up internally and require little maintenance in comparison to the existing systems. The new systems will provide greater security for the buildings and building contents when they are not occupied and will meet all ADA requirements. Many of the buildings contain valuable research equipment that would be difficult or impossible to replace.

Utilities Repair and Renovation Requests

EAU - 06L2J - Water Street Parking Lot Reconstruction (\$273,000): This project reconstructs the 432-stall Water Street parking lot. Project work includes pulverizing the existing pavement, regrading the subbase in selected areas as required, regrading the 6-inch base course, concrete curb and gutter section repair or replacement, storm water utility upgrades, repaving the lot with a 1-1/2 inch base course and a 1-1/2 inch wear course of asphalt concrete, site restoration, and all pavement markings. The southwest corner of the Water Street parking lot was the previous location of a gas station and was demolished in 1972. Three underground fuel storage tanks were abandoned in compliance with ILHR8 as required. This project will verify adequate compaction around the three storage tanks, design and construct any necessary corrective actions, but leave the fuel storage tanks in place and undisturbed.

The Water Street parking lot was designed and constructed incrementally through several state projects between 1978 and 1990 and has resulted in poor drainage and storm water management. This project will design and construct the entire lot as a single entity, which should result in proper drainage and storm water management. The Water Street parking lot pavement has received a surface rating of 2 in the PASER pavement management system (2nd lowest rating, severe deterioration: alligator cracking over 25% of surface, distortions over 2-inch depth, extensive patching in poor condition, and potholes). In addition, the cost of reconstruction is estimated to be less than continued maintenance and repair. The subbase under the pavement has settled in some areas and drainage is a problem in several areas. It is anticipated moisture is infiltrating beneath the pavement in many areas.

MSN - 06K2B - Band Practice Field Replacement (\$400,000): This project constructs a new 57,600 SF artificial turf practice field for the UW marching band near the intersection

of Walnut Street and Marsh Lane on the existing band practice field site. The existing field lighting and band instructor tower will remain. Project work includes removing sod and clay soils, installing an underground drainage system, installing new crushed stone free-draining sub-base, installing new porous asphalt base with shock pad, installing a new artificial turf field, and painting all yard lines and field marking onto the turf surface.

The marching band practice field has been used since the early 1980's. Soil compaction and poor drainage problems create significant problems for the users. The large ruts, bumps, and pot-holes on the field are safety problems for the band. Recent attempts to improve the field grading and drainage proved unsuccessful. An artificial turf field with appropriate drainage will allow the band to practice after heavy rains and for post-season bowl game appearances. An artificial turf field will also allow snow to be easily removed well into December for late, post-season practice, extend the available time for recreational sports use of the field, and allow more frequent scheduled use without compromising the field condition.

MSN - 06L2I - Dayton Street and Randall Avenue Utilities (\$5,200,000): This project constructs an underground electrical and signal utility corridor beginning near the intersection of Monroe Street and Randall Avenue, and continuing north to the corner of Randall Avenue and Johnson Street. The corridor also branches east along Dayton Street to Charter Street and then south along Charter Street terminating at the southwest corner of the Charter Street Heating & Cooling Plant. The new utilities connect to existing utilities at their origin and termination points.

This project provides one of three major electrical links included in the Campus Utility Master Plan. The other links are from the Walnut Street Substation to the Athletic Operations Substation and from the Charter Street Heating & Cooling Plant Substation to the Kohl Center Substation. These links will provide the ability to transfer additional 15kV power from one part of campus to another. Transferring power within the campus itself is necessary because Madison Gas & Electric does not have the ability to adequately serve the campus in the event that one of their substations is off line. The project work also improves redundancy within the campus 15kV power distribution system and helps to address increasing campus electric loads. The electrical link included in this project also provides the Wisconsin Institute of Discovery with a more reliable electrical power connection.

MSN - 07A2E - Heating Plant (Charter Street) Chilled Water Pump Variable Frequency Drive Replacement (\$400,000): This project replaces the variable frequency drive on the 1,000 HP secondary chiller water pump with a new magnetic adjustable speed drive. Project work also includes moving two secondary chilled water distribution pumps to provide necessary space for the new drive and modifying the pump controls to allow improved operating efficiencies, reduced operating costs, and reduced maintenance.

The 1,000 HP pump variable frequency drive is over 15 years old and has recently had maintenance problems. Replacement parts are difficult, if not impossible, to obtain. The modifications to the two pumps will include control modifications to allow automatic parallel operation, necessary piping and pump base modifications to allow the pumps to be

moved, and check valve and isolation valve replacements.

MSN - 07A2G - Heating Plant (Walnut Street) Air Compressor Installation (\$300,000):

This project installs a new 3,400 SCFM centrifugal water cooled air compressor and refrigerated air dryer. Project funds will be used to purchase the air compressor, refrigerated air dryer, and all associated piping, controls, hardware, and accessories. Equipment delivery includes the setting of the equipment so it is ready for final connections. The campus will provide all labor required for making the mechanical and electrical connections.

Rapid campus growth has increased the demand for compressed air supplied by the campus central compressed air supply and distribution system. Purchasing this compressor allows the campus to provide firm compressed air capacity to serve the campus control system and research facilities for the near future. Without this additional capacity the system will not have firm capacity to meet critical campus loads.

PLT - 07A2H - Longhorn Drive Retaining Wall Replacement and Pedestrian Walkway Construction (\$355,100): This project replaces 250 LF of a rock/stone retaining wall, located west of the Central Heating Plant along Longhorn Drive, with a new masonry unit retaining wall and constructs a new 2,500 LF pedestrian walkway with lighting to connect Greenwood Avenue to the northern edge of the new Engineering Building and Southwest Hall sites. The new pedestrian walkway will be constructed alongside the new retaining wall on the west side of Longhorn Drive. Project work includes removing a cemetery fence to construct the new retaining wall and road alterations to construct an orthogonal “T-intersection” at Longhorn Drive and the drive leading to Parking Lots 11, 12, and 25.

It became apparent during a study that the retaining wall, pedestrian walkway and lighting, and road realignment all need to be completed to ensure safe pedestrian and motor vehicle travel through this area of campus. The retaining wall is in poor condition and does not follow the property line of the campus. Fabric used behind the wall has now trapped water and is pushing the base of the wall out. The new retaining wall allows a new sidewalk constructed along Greenwood Avenue and realigning the road intersection of Longhorn Drive and three parking lots into a standard “T-intersection”. The current configuration, including an abrupt grade change and curve through the intersection, causes significant sight-line problems. The new sidewalk provides off street pedestrian access from the main campus to the new Engineering Building and Southwest Hall site.

STP - 07A2I – Steam and Condensate Piping Repairs from Pit 23 to Pit 25 (\$328,000):

This project repairs 328 LF of direct buried steam and condensate return piping. Project work includes removing the condensate line, removing the outer steel casing and insulation on the steam line, and installing a new condensate line and existing steam line with new insulation within a new concrete box conduit. Once the outer casing is removed, any deteriorated sections of steam piping discovered will be replaced. 32 LF of 3-inch steam and 1-1/2-inch condensate piping direct buried under the first floor of the Collins Classroom Center will be assessed when connecting piping is removed. This under-floor piping will be replaced with an overhead line if any repairs or replacements are needed. All isolation

valves and pipe insulation within the steam pits will be replaced. Removable insulating covers will be provided for all expansion joints. Below grade steam pit walls will be exposed at least to the bottom of the adjoining steam conduits and waterproofed. Temporary isolation valves or blanks will be installed in each section to allow construction activities to occur without extended steam shutdowns to other buildings served by the distribution system. Temporary isolation valves or blanks will be installed in each section to allow construction activities to occur without extended steam shutdowns to other buildings served by the distribution system. The steam and condensate piping crossing under Fourth Avenue requires removal and restoration of pavement, curb and gutters, sidewalks, and landscaping.

The direct buried steam and return lines from Pit 23 to Pit 25 and the Collins Classroom Center were constructed in 1964. The lines from Pit 23 to the College of Professional Studies Building were installed in 1969. The outer steel casing has deteriorated from external corrosion and the condensate line south of Pit 25 has developed leaks and was internally sleeved with a 1-1/2-inch line in Fall 2001. Once the outer jacket fails the piping thermal insulation is ineffective.

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	\$ 5,150,800
Program Revenue Supported Borrowing	1,223,400
Program Revenue Cash.....	1,030,400
Gifts and Grants Funding.....	400,000
Total Requested Budget	\$ 7,804,600

6. Previous Action: None.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

February 9, 2007
9:00 a.m.
1820 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin

II.

1. Calling of the Roll
2. Approval of the Minutes of the December 8, 2006 Meeting
3. Report of the President of the Board
 - a. Report on the January 19, 2007 Meeting of the Educational Communications Board
 - b. Report on the January 23, 2007 Meeting of the Wisconsin Technical College System Board
 - c. Report on the February 7, 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. Presentation: UW-Madison Spring 2007 Update
 - b. Resolution of Appreciation: UW-La Crosse Interim Chancellor Elizabeth Hitch
 - c. Additional Items that the President of System May Report or Present to the Board
5. Report of the Business, Finance, and Audit Committee
6. Report of the Physical Planning and Funding Committee
7. Report of the Education Committee
8. Additional Resolutions
 - a. Resolution of Appreciation to UW-Madison
9. Communications, Petitions, and Memorials
10. Unfinished or Additional Business
11. Move into Closed Session to consider a Student Request for Regent Review of a UW-Milwaukee Decision, as permitted by s.19.85(1)(f), *Wis. Stats.*, to confer with legal counsel regarding pending or potential litigation, as permitted by s.19.85(1)(g), *Wis. Stats.*, to consider a Salary Adjustment for a Provost at UW-La Crosse, as permitted by s.19.85 (1)(c), *Wis. Stats.*, and to consider compensation adjustment for the UW-Madison head football coach as permitted by s.19.85 (1)(c), *Wis. Stats.*

The closed session may be moved up for consideration during any recess called during the regular meeting agenda. The regular meeting will reconvene in open session following completion of the closed session.

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)
Elizabeth Burmaster
Danae D. Davis
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)
Elizabeth Burmaster
Gerard A. Randall
Peggy Rosenzweig
Brent Smith

Education Committee

Danae D. Davis (Chair)
Michael J. Spector (Vice Chair)
Judith V. Crain
Mary Quinnette Cuene
Thomas A. Loftus
Christopher M. Semenas

Physical Planning and Funding Committee

Jesus Salas (Chair)
Milton McPike (Vice Chair)
Jeffrey B. Bartell
Thomas P. Shields

Personnel Matters Review Committee

Michael J. Spector (Chair)
Jeffrey B. Bartell
Judith V. Crain
Danae D. Davis
Peggy Rosenzweig

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

Milton McPike
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)
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)
Charles Pruitt
Gerard A. Randall

Committee Regarding Faculty/Academic Staff

Disciplinary Process

Michael J. Spector (Chair)
Peggy Rosenzweig
Brent Smith
Pat Brady
Walter Dickey
Chancellor Markee

Committee on Regent Response to the Legislative Audit Bureau Audit on Personnel Policies and Practices

Thomas A. Loftus (Chair)
Jeffrey B. Bartell
Eileen Connolly-Keesler
Judith V. Crain
Professor Chris Sadler
Chancellor Saunders
Academic Staff Representative Dennis Shaw

The Regents President and Vice President serve as ex-officio voting members of all Committees.

**Board of Regents of
The University of Wisconsin System**

Meeting Schedule 2006-07

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)
(Annual meeting)

August 17 and 18

October 5 and 6 (UW-Platteville)

November 9 and 10

December 7 and 8

2007

January 4th and 5th (cancelled, circumstances permitting)

February 8th and 9th

March 8th and 9th (at UW-Parkside)

April 12th and 13th (at UW-Oshkosh)

May 10th and 11th

June 7th and 8th (at UW-Milwaukee)

July 12th and 13th

August 23rd and 24th (cancelled,
circumstances permitting)

September 6th and 7th

October 4th and 5th (at UW-River Falls)

November 8th and 9th

December 6th and 7th (hosted by UW-Madison)