

CHARTER SCHOOL CONTRACT

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

AND

RACINE CHARTER ONE, INC.
(d/b/a 21st Century Preparatory School)

CHARTER SCHOOL CONTRACT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Parkside)
AND
Racine Charter One, Inc.
d/b/a 21st Century Preparatory School

This Contract is made by and between the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Parkside), located at P.O. Box 2000, Kenosha, Wisconsin, 53141-2000, and Racine Charter One, Inc. (the “Grantee”), located at 1220 Mound Avenue, Racine, Wisconsin, 53404.

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

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

Whereas, on March 8, 2002, December 8, 2006, and February 4, 2011, the Board of Regents of the University of Wisconsin System previously approved the Chancellor’s initial and subsequent grants of a charter to the Grantee; and

Whereas, the University of Wisconsin-Parkside has reviewed the performance of the Grantee and as a result of this review has recommended the renewal of the Grantee’s Charter School Contract for a period of five years commencing upon its current expiration on June 30, 2017; and

Whereas, on February 3, 2017, the Board of Regents of the University of Wisconsin System has approved (i) the Chancellor’s grant of a charter to the Grantee and (ii) the Chancellor’s entering into this Contract with the Grantee for the continued operation of the Charter School; and

Whereas, the University of Wisconsin-Parkside established an administrative unit consisting of the Office of the Provost and the Institute for Professional Educator Development 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-Parkside to grant charter school status to qualified non-profit organizations that can bring quality educational services to the children residing within the Racine Unified School District, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the mission of the University of Wisconsin-Parkside includes research and the dissemination of knowledge that results from research, and the particular mission of its Institute for Professional Educator Development; and

Whereas, the Office of the Provost and the Institute for Professional Educator Development have 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 Racine Unified School District; and

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

NOW THEREFORE,

- A. As contemplated under Wis. Stat. § 118.40(2r)(b), the Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Parkside), hereby establishes by charter the Charter School to be known as Racine Charter One, Inc. d/b/a 21st Century Preparatory School; 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-Parkside), hereby enters into this Contract with Racine Charter One, Inc. d/b/a 21st Century Preparatory School 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-Parkside 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-Parkside or any designee of the Chancellor.
- (4) “Office” means the Office of the Provost and the Institute for Professional Educator Development at the University of Wisconsin-Parkside, 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 21st Century Preparatory School 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” and “DPI” mean the Department of Public Instruction of the State of Wisconsin.
- (8) “District” means the Racine Unified School District, operating pursuant to Wis. Stat. ch. 120, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- (9) “Grantee” means Racine Charter One, Inc. d/b/a the 21st Century Preparatory School, 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-Parkside) and the Grantee, through their designated representatives.
- (11) “School Board” means the Board of Directors of Racine Charter One, Inc.
- (12) “University” means the Board (d/b/a the University of Wisconsin-Parkside) 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 Board 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 or designee shall exercise all oversight responsibilities as set forth in this Contract.
- (3) The Chancellor or designee 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:

Mr. Peter Olesen, President of the School Board on behalf of Racine Charter One, 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:

The Executive Director, currently Arletta Frazier-Tucker, MSW, M.Ed., who serves at the direction of the School Board, is responsible for the overall school operation. In addition to the Executive Director, the School also will have the following administrative team: two Principals, Kelly Llanas, Middle School and Jennifer Petruska, Elementary School, who are in charge of discipline, curriculum, student achievement and teacher evaluations; a Teacher/Coordinator of Special Education, currently Jason Scott, who is charged with the responsibility to oversee and direct special education and other student and family services; a school social worker, currently Charlotte Burns; an Office Manager, currently Michelle McGee, who is charged with the financial accounting, human resources and data management and reporting; and a Technology Coordinator, currently James Ford, whose duties include overseeing all hardware, software and systems management within the school.

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

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

The School serves grades K4 through 8. It uses a Curricular Instructional Model/Plan that interrelates state standards, curricular models to attain those standards, and instructional and assessment strategies aligned with those standards. The classroom structures will feature multi-age student grouping and teacher looping to promote prolonged relationships among teachers, students and parents. The primary instructional and curricular models used are Envision Math for grades kindergarten through fifth and College Preparatory Math for grades 6-8. The School also uses some components of Core Knowledge. Using differentiated instructional methods, these programs provide a framework for teaching to reach students at all levels. Core Knowledge provides a framework for application of the skills by integrating instruction in multiple disciplines, e.g., history, literature, writing, social sciences, visual and performing arts, music and science, around a specific theme, primarily a period in history. In addition, several specific research-based instructional strategies are being used to deliver the Core Knowledge materials and sequences at all grade levels, including (a) multiple intelligences strategies incorporated into assignments and lessons, (b) thematic instruction, and (c) cooperative learning.

The Charter School shall pursue and make reasonable progress toward the achievement of the academic and non-academic goals set forth 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:

The School uses an instructional program that emphasizes reading and math skills in grades K4-8. A criterion referenced test, the Renaissance STAR 360, is being used as a screening, progress-monitoring, and outcome assessment to assess student growth over time. The Forward State Exam is being used in grades 3-8 to verify the instructional efficacy of the program with children, as required by the Wisconsin DPI. Teachers will also use rubrics and other authentic assessment tools to regularly evaluate student progress. Special education follows the full-inclusion model whereby all students are served within the regular classroom setting. Instruction, while modified based on the child's needs, is aimed at assisting children to accomplish the learning goals of the class. Special education staff, along with a speech and language instructor and consultants in occupational therapy and psychology, provide direct support to students and faculty. The School Social Worker works closely with the Principals and Teacher/Coordinator of Special

Education to see that all students are provided the services and support needed for success.

Teacher/Parent Conferences will be held three times annually. The Charter School will use the Academic Parent Teacher Team (elementary grades) and Student-Driven (middle school grades) conference models.

(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 or designee a timely opportunity to comment on the intended change.

(c) The Charter School shall administer the Renaissance STAR 360 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 Charter School will contract with Renaissance STAR 360, 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.

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

The Charter School is governed by the School Board, which will be composed of 9 voting members who will be elected or appointed for three-year terms. Composition of the School Board will be designed to ensure that it has ample expertise to provide guidance to the School and staff on key issues related to education and operations. The School Board meets monthly and will establish, as necessary, standing or ad hoc committees to address particular areas of importance, or specific issues as they arise. The School Board will consist of: Parents (2); Educational professionals with extensive backgrounds in education administration, practice, and leadership (2); and Community leaders from business, public and non-profit sectors who have

financial, human resources, legal and operations experience (5). All School Board members will be elected by the School Board following a recommendation of a board nominating committee, which will be appointed by the president of the School Board. The School Board shall not have any members who are employees of the Charter School or officers of the Racine Unified School District.

The School Board is responsible for the oversight of the Charter School by: planning for the future, establishing broad policies, including financial and personnel policies and procedures, approving grant applications, reviewing and approving the annual audit, reviewing financial information, interpreting the organization's mission to the public, soliciting prospective contributors, hiring, evaluating, and working with the Executive Director, authorizing establishment of all bank accounts and check signers, receiving and disbursing funds for school purposes, securing appropriate insurance, entering into contracts, including contracts with institutions of higher education for technical or financial assistance, academic support, curriculum review, or other services, pledging, assigning or encumbering its assets to be used as collateral for loans or extensions of credit, soliciting and accepting gifts or grants for school purposes, acquiring real property for school use, and suing or be sued in its own name. .

The Executive Director shall be responsible for the day-to-day oversight and management of the Charter School.

The School Board shall form committees in order to assist the School Board in fulfilling its responsibilities. These committees are responsible for the review of particular programs and providing recommendations to the School Board. Standing board-level committees of the Charter School consist of the following: Human Resources and Finance Committee, Program & Services Committee, and Executive Committee.

The Charter School Finance and Executive Committee members also function as the audit committee and the Program and Service Committee members function as the Nomination Committee.

The Finance Committee is commissioned by and responsible to the School Board. It has the responsibility to work with the Executive Director to create the upcoming fiscal year budget; present budget recommendations to the School Board; monitor implementation of the approved budget on a regular basis and recommend proposed budget revisions; and recommend to the School Board appropriate policies for the management of the organization's assets. The Finance Committee shall be assisted by the Executive Director and the financial advisor. In addition, the Finance Committee oversees receiving and disbursing funds for school purposes, securing appropriate insurance, and reviewing contracts including the school line of credit.

The School Board 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 Adequate Yearly Progress (AYP) under the No Child Left Behind Act of 2001 (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..

- (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 Health and Safety plan is attached as Appendix C, Part 2 and incorporated herein. 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 not discriminate in its admission policies or practices, or deny participation in any program or activity on the basis of a student's race, religion, sexual orientation, pregnancy, marital or parental status, national origin, ancestry, or physical, mental, emotional or learning ability. The recruitment and admissions process will seek to produce a student body that reflects the community as a whole and is culturally and economically diverse and inclusive of children at risk.

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

The School shall be open to any age-appropriate students living within the Racine County boundaries. The School's admission process will follow the following process:

- Applications for admission will be distributed prior to and accepted up to a published application deadline.
- Following the application deadline, if the number of applications exceeds the number of seats available, a lottery will be held to determine acceptance.

Special attention will be paid to grade level balance, which will be set and made public for grade level enrollments.

- Preference will be given to children who have a sibling enrolled in the school and children whose parents are employees. If a number is drawn in the lottery for an applicant with sibling(s) who are also applying, the sibling(s) will be immediately placed in their respective grade(s), if room permits.
- The lottery will continue until all seats are filled and a waiting list order has been established.
- The lottery meeting will be open to the public.
- Letters will be sent to all applicants within one week of the lottery.
- Applications will be accepted after the deadline if space permits.
- Waiting lists will not be carried over from year to year.
- The lottery shall take place no later than 30 days prior to the start of each academic year.

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

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

The Grantee shall submit audited financial statements of the Charter School's operation, along with the auditor's management letters and any exceptions noted by the auditors, to the Office annually beginning after the first full school year. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year on June 30. The audit report must contain a statement as to whether the auditor does or does not have substantial doubt as to the Grantee's ability to continue as a going concern. The Grantee shall provide the Office with the name and contact information of the certified public accountant who will be performing the audit by no later than August 1 of each year. If the audited financial statements do not utilize the list of revenues and expenditures identified in Appendix D, the Grantee will simultaneously submit a completed Appendix D, along with a written verification from the auditor that the total revenues and total expenditures are accurately stated.

- (12) The procedures for disciplining students:

The Policy Guideline for discipline is attached as part of Appendix C, Part 1 and incorporated herein. 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.

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 school is located at 1220 Mound Avenue with 26 classrooms, lunch facility, library, auditorium, and office space. The property includes an enclosed courtyard for outdoor activities and a staff and visitor parking lot adjacent to the building.

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 include coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment and must not contain endorsements CG 22 94/95; CG 21 42/43; CG 21 39; CG 24 26; CG 21 45 or CG 21 04)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising	\$1,000,000
Damages to Premises Rented to You	\$500,000
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
F.	Fidelity Bond Coverage (covering Crime, and including employee theft, forgery, larceny and embezzlement for the employees, School Board members and management companies who are responsible for the financial decisions of the Charter School, including but not limited to the CEO)	
	Limit per Loss	\$500,000

The "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" shall be named as an additional insured under the insurance policies described in section A, B, C, E, and F 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 University of Wisconsin-Parkside, Office of the Provost, P.O. Box 2000, Kenosha, WI 53141. 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. 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	\$2,000,000
	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 practices, 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;
- (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.*;
- (10) Wis. Stat. §48.981 Abused or Neglected Children;
- (11) Wis. Stat. §118.31, which prohibits corporal punishment of pupils;
- (12) Wis. Stat. §118.32, which prohibits a strip search of a pupil;
- (13) Wis. Stat. §115.415 Educator Effectiveness; and
- (14) All other laws referred to in this Contract.

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 and its School Board agrees to comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under 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, agents, contractors, and volunteers engaged at the Charter School as teachers or otherwise having access to pupils, and shall not assign any employee, agent, contractor, or volunteers to teach or otherwise to have access to pupils until the Grantee or its designee investigates and determines that there is nothing in the disclosed background of the employee, agent, contractor or volunteer which would render him/her unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, agent, contractor, or volunteer. For purposes of this Section, “volunteer” shall mean a non-paid person who serves at the Charter School and who provides services on a regular and ongoing basis for more than 5 hours per calendar week, but shall not under any circumstances include any parent of a student enrolled in the Charter School, unless the parent is employed by the Charter School.

Section 4.4 Employment of Personnel. The Grantee or its agents or designees shall contract with personnel in accordance with all state law requirements regarding certification and qualifications of employees of public schools, including but not limited to Wis. Stat. § 118.19 and Wis. Stat. § 121.02. The Grantee shall provide to the Office a copy of all faculty and staff certification reports filed with the Department, including but not limited to the Fall Staff Report (Report No. PI-1202), showing that such personnel are licensed as required by this section or have applied for licensure from the Department. The Grantee or its designee shall make available to the Office, upon request, all licenses, certifications, and employment contracts for personnel engaged at the Charter School.

Section 4.5 Training provided by the University. The Grantee and its School Board will participate in any training provided by the University.

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, the auditor's management letters and any exceptions noted by the auditors, to the Office annually. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year on June 30. Audits shall be conducted in accordance with generally accepted auditing standards and with the prevailing Government Auditing Standards issued by the Comptroller General of the United States. Audited statements shall be prepared in accordance with "Generally Accepted Accounting Principles" [GAAP]. In the case that the Grantee contracts with one or more management companies for the operation or administration of the Charter School, the report shall include a separate report of the management companies' expenditures on behalf of the Charter School. If the audited financial statements do not utilize the list of revenues and expenditures identified in Appendix D, the Grantee will simultaneously submit a completed Appendix D, along with a written verification from the auditor that the total revenues and total expenditures in Appendix D are accurately stated. The Office specifically reserves the right to request, in its sole discretion, monthly financial reports from the Grantee.

Section 4.12 School Year Calendar. The calendar for each 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. The calendar must consist of no less than 180 days of instruction. 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 or designee 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 or designee 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 or designee 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 Grantee shall provide to the University the following required reports, at the times described below:

(a) Annual School Accountability Plan. By the later of September 1 of each school year or ten (10) days following the date on which the Grantee receives written 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. The Annual School Accountability Plan shall also specify the mission and vision of the School, identify the target population of students, and establish strategic goals for the development of the School, and contain a School and organization profile, which provides general information about the School and its operations.

(b) Annual School Accountability Progress Report. By the later of August 1 of each school year or ten (10) days following the date on which the Grantee receives written Forward Exam 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.

- (2) University Access to Pupil Data. The University shall have direct access to pupil data and the Grantee shall provide data needed for the University to complete its annual report under §118.40(3m)(f), §118.40(2r)(b)2.e and i.

ARTICLE SIX

NOTICES, REPORTS AND INSPECTIONS

Section 6.1 Notice of Annual Budget. The Grantee shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year no later than the June 1 immediately preceding the beginning of each such academic year.

Section 6.2 Other Notices.

- (1) Agendas and Meetings. 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.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.1 Athletic and Other Associations. The Charter School may, but shall not be required to, join any organization, association, or league as is customary for public schools in the State of Wisconsin which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 7.2 Code of Ethics. A member of the School Board and any of the officers of the Grantee directly involved in the implementation of the terms and conditions of this Contract (together “the board members”) shall be subject to the following code of ethics:

“Anything of value” means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation paid by the Grantee for the services of a board member, or expenses paid for services as a board member, or hospitality extended for a purpose unrelated to Charter School business.

“Immediate family” means a board member’s spouse and any person who receives, directly or indirectly, more than one half of his or her support from a board member or from whom a board member received, directly or indirectly, more than one half of his or her support.

- (1) No board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his or her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the board member, his or her immediate family, or any organization with which the board member is associated.
- (2) No board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his or her conduct of Charter School business would be influenced thereby.
- (3) No board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family, or for any other person or organization with which the board member is associated.
- (4)
 - (a) If a board member, a member of a board member’s immediate family, or any organization with which a board member is associated proposes to enter into any contract (including a contract of employment) or lease with the Grantee that may within any 12-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to Wis. Stat. § 118.40(2r)(e), such board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Grantee’s entering into such contract or lease; provided, however, that such board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to board inquiries concerning such contract or lease.
 - (b) Provided that the board member is not in a position to approve or influence the Grantee’s decision to enter into such contract or lease and that the procedures set forth in Section 7.2 are observed, a board member may enter into a contract or lease described in Section 7.2(4)(a) if the board member

shall have made written disclosure of the nature and extent of any relationship described in Section 7.2(4)(a) to the Office prior to entering into such contract or lease.

Section 7.3 Use of University Marks. Neither the Grantee nor the Charter School nor any of their sub-contractors may use the name, logo, or other mark designating the University without the expressed prior written consent of the Chancellor or designee, nor the name, logo, or other mark designating the Board of Regents of the University of Wisconsin System without the expressed prior written consent of the Board of Regents.

Section 7.4 Copies of Certain Documents. The Grantee shall provide to the Office at least 90 days before the start of a school year (1) copies of its lease or deed for the premises in which the Charter School shall operate and (2) copies of certificates of occupancy and safety which are required by law for the operation of a public school in the State of Wisconsin. The Chancellor or designee reserves the right to review and approve the sufficiency of such documents.

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

Section 7.6 Open Meetings. The Grantee specifically agrees that the following meetings shall be open to the general public:

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

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 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's current liabilities exceed current assets, or the Grantee is insolvent (i.e., total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its ability to continue as a going concern;
- (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 Charter School, in the Chancellor's judgment, has insufficient enrollment to successfully operate.

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 current academic year. If the written notice of termination under (a) above is delivered after the close of a school year but before the commencement of the next school year (i.e., during summer break), termination shall become effective immediately (i.e., prior to the start of the next academic semester scheduled for the Charter School).

Section 9.3 General Termination or Nonrenewal Procedures.

- (1) Final Accounting. Upon termination or nonrenewal of this Contract, the Grantee shall assist the Chancellor or designee in conducting a final accounting of the Charter School by making available to the Chancellor or designee 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 the Board for distribution to other schools chartered by the Board.

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 the Grantee finds that any of the following Events of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate or enrollment below the projected minimum established in paragraph 3.1(10) above;
- (2) The Grantee's Operation or Management Contract with a third-party provider of educational management services has been terminated;
- (3) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Grantee, before the expiration or termination of its right to occupy its existing physical plant;
- (4) The Grantee has not timely received any one of the payments contemplated under Wis. Stat. § 118.40(2r)(e);
- (5) The Grantee's current liabilities exceed current assets, or the Grantee is insolvent (i.e., total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its ability to continue as a going concern; or
- (6) The 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 or designee 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 or designee 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 or designee receives the Grantee's notice, the Chancellor or designee 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 or designee 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: Compliance Worksheet: Required Documentation and Due Dates
Appendix C: Other Provisions
 Part 1: Disciplinary Policy
 Part 2: Health and Safety Guidelines
Appendix D: Financial Reporting Requirements
- 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 deemed to incorporate the changed Applicable Law to conform to the change in existing law as of the effective date of such change.
- Section 11.5 Hold Harmless and Indemnification. To the extent allowed by law, the Grantee shall hold harmless and indemnify the University against any and all liability, claims, demands, and causes of action (including reasonable attorney's 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: Executive Director
 21st Century Preparatory School
 1220 Mound Avenue
 Racine, Wisconsin 53404

with a copy to: Peter Olesen, President
 Racine Charter One, Inc.
 1220 Mound Avenue
 Racine, Wisconsin, 53404

with a copy to: Jeffrey Leavell, Esq.
 723 S. Main Street
 Racine, WI 53403

with a copy to: Office of the Provost
 UW-Parkside
 900 Wood Road
 P.O. Box 2000

Kenosha, WI 53141-2000

with a copy to: General Counsel
University of Wisconsin System
1852 Van Hise Hall
1220 Linden Drive
Madison, WI 53706

Notice hereunder shall be effective if made by hand delivery to the pertinent Party or by United States mail, postage prepaid, certified with return receipt requested. Notices shall be effective (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: Peter Olesen
President, Racine Charter One, Inc.

Name: Deborah Ford, Ed.D.
Chancellor, University of Wisconsin-Parkside

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

I. 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.

II. 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.

III. 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*
Daycare*
Elevator Maintenance
Food Service
High Risk Entertainment/Speakers*
Medical Services
Recreational Services
Refuse Transportation and Disposal
Security*
Tower Inspection and Maintenance Services
Transportation Services

***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.

IV. 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.

V. 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)

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	Statutory Limits
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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

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

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

Asbestos Abatement

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

- | | |
|--|-------------|
| 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 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. | |

Building Remodeling and Construction

- | <i>Coverage Type</i> | <i>Minimum Limit</i> |
|--|-----------------------------|
| A. Worker's Compensation | REQ'D NO EXCEPTONS |
| B. Commercial General Liability Each Occurrence | \$1,000,000 |
| Gen. Aggr. Incl. Prdts/CO | \$2,000,000 |
| 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 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. | |

Custodial Services

- | <i>Coverage Type</i> | <i>Minimum Limit</i> |
|--|-----------------------------|
| A. Worker's Compensation | REQ'D NO EXCEPTONS |
| B. Commercial General Liability Each Occurrence | \$1,000,000 |
| Gen. Aggr. Incl. Prdts/CO | \$2,000,000 |
| 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.

Daycare

- | <i>Coverage Type</i> | <i>Minimum Limit</i> |
|--|-----------------------------|
| A. Worker's Compensation | REQ'D NO EXCEPTONS |
| B. Commercial General Liability Each Occurrence | \$1,000,000 |
| Gen. Aggr. Incl. Prdts/CO | \$2,000,000 |
| 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.

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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.

Food Service (food supply, vending, manual/catered)

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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.

High Risk Entertainment/Speakers - This applies to a broad range of contracted services including, but not limited to pyrotechnical displays, controversial speakers, and the like.

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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.

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.

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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 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.

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

Coverage Type	Minimum Limit
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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

Coverage Type	Minimum Limit
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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 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.

Security

Coverage Type	Minimum Limit
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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.

Tower Inspection and Maintenance Services

Coverage Type

Minimum Limit

A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
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.

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

Coverage Type

Minimum Limit

A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	
Wisconsin Combined Single Limit	\$1,000,000
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 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.

VI. 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.

*The University must verify the following information:

1. Business in Wisconsin: Ensures that the insurance provider is authorized to do business in the State of Wisconsin by the Wisconsin Office of the Commissioner of Insurance by either
 - a. Calling the Commissioner's Bureau of Financial Examination at (608) 267-9456
 - b. Using the online Company Lookup module on the Commissioner's web page @ <https://ociaccess.oci.wi.gov/CmpInfo/CmpInfo.oci>
2. A.M. Best Rating: Ensures that the insurance provider has an A.M. Best rating of A- or better by either:
 - a. Calling the Commissioner's Bureau of Financial Examinations at (608) 267-9456
 - b. Using the online Ratings and Analysis module on the A.M. Best web page @ <http://www3.ambest.com/ratings/RatingsSearch.asp>

* 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.

Revised 02/24/10

APPENDIX B
COMPLIANCE WORKSHEET: REQUIRED DOCUMENTATION AND DUE DATES

Date Due	Requirement Item	Date Submitted
07/01	School Year Calendar and Days and Hours of Instruction <i>(Provide again if changes are made)</i> CONTRACT Section 4.12 & Appendix B	
08/01	Annual School Accountability Progress Report CONTRACT Section 5.3(2)(d) & Appendix B	
09/01	Annual School Accountability Plan CONTRACT Section 5.3(2)(c) & Appendix B	
09/01	List of Current Board and Administrative Team Members CONTRACT Section 3.1(2), 3.1(6) & Appendix B	
10/01	Letter certifying compliance with Staff Background Check Requirements CONTRACT Section 4.3 & Appendix B	
10/01	DPI FORM PI1567A , Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students _____ and FTE _____ CONTRACT Section 4.4, Section 4.14 & Appendix B	
10/31	Annual Financial Audit CONTRACT Section 3.1(11), Section 4.11 & Appendix B	
10/31	First Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
12/01	DPI FORM PI9550 , Highly Qualified Teacher Plan CONTRACT Section 4.14	
12/15	DPI FORM PI1202 , Fall Staff Report CONTRACT Section 4.14 & Appendix B	
12/31	Second Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
02/01	DPI FORM PI1567B Second Friday January Pupil Count Report CONTRACT Section 4.14 & Appendix B	
04/15	Third Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
05/15	Pupil Membership Audit CONTRACT Section 4.14 & Appendix B	
06/01	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	
06/15	Fourth Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
Non Dated Requirement Item		
	Insurance Coverage Summary/Certificate <i>(Provide again if changes are made)</i> CONTRACT Section 3.1 (14) & Appendix B	
	Vendor Subcontracts over \$5,000 <i>(Submit when negotiating new contracts or when existing contracts are modified)</i> CONTRACT Section 5.1 (Management), Section 4.8 (Transportation), Section 4.10 (Access to Records) & Appendix B	
	Tax Exempt Status under IRC 501(c)(3), Non-Stock Corp. Bylaws, and ALL Current Board policies/procedures <i>(Provide again if changes are made)</i> CONTRACT Section 4.2 & Appendix B	
	Copy of all Board Minutes /Agendas <u>within 45 days of publishing</u> throughout school year – submit any remaining prior school year minutes/agendas by 6/30 CONTRACT Section 6.2 (1) & Appendix B	
	Copy of notices for: <i>(Provide again if changes are made)</i> CONTRACT Section 7.6 <ul style="list-style-type: none"> ◆ All school admission lotteries ◆ Annual Meeting Notices 	
	Initial Building Title/Lease <i>(Provide again if changes are made)</i> CONTRACT Section 7.4 & Appendix B	
	Initial Building Occupancy <i>(Provide update if modified)</i> CONTRACT Section 7.4 & Appendix B	

APPENDIX C

Part One (1) Discipline Policy for Students at 21st Century Preparatory School Reprinted from the Parent Student Handbook 2010

Discipline

21st Century Preparatory School is committed to creating a safe, student-centered environment where children are valued, grow, and reach their full potential. Members of the 21st CPS learning community are expected to be respectful of each other and of the community, and act in the best interest of the safety and well being of themselves and others.

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

All classroom teachers will implement their own classroom discipline plan that their students will be required to follow. Once the classroom teacher has exhausted all efforts in enforcing their classroom discipline plan with a student, the student will be referred to the office of the Principal. The Principal will generally follow the Discipline Matrix,* and the student will generally receive the appropriate consequence listed on the matrix. Major infractions will immediately be brought to the Principal.

Parent Notification

If the classroom teacher uses their classroom discipline plan with a student, the parent will be notified either by a note, phone call, or email. If the Principal uses the Discipline Matrix with a student or otherwise needs to get involved in student discipline, the parent will receive a disciplinary report sent home with the student to be signed by the parent or guardian and required to be returned the following day.

For Major Infractions, the above procedure will be implemented along with a phone call from the Principal, or his or her designee, to the parents or guardians. In the case of a suspension, the disciplinary report will be returned to the Principal on the first day back from suspension.

***Please Note: The Administration has the discretion to change any step/consequence in its discretion according to the infraction and circumstance.**

Student Expectations

Students are expected to make positive contributions to the learning environment. Any behaviors that detract from the learning environment are not permitted. All behaviors that enhance and

encourage a positive learning environment are appreciated as an example of how we can learn from each other. In particular:

- All 21st Century Preparatory School students are expected to conduct themselves in a manner consistent with the values of the school, and to work in cooperation with all members of the school community to contribute positively to the educational atmosphere of the school.
- Student behavior should always reflect a seriousness of purpose and a cooperative attitude, both in and out of the classroom.
- Students are obligated to show proper respect to their teachers and peers at all times. Disrespectful words, actions, and attitudes have no place at 21st Century Preparatory School.
- All students are expected to take responsibility for their actions and to change unacceptable behaviors.
- All students are entitled to an education free from undue disruption. Students who willfully disrupt the educational program will be subject to the discipline procedures of the school.

Students are expected to be accountable for their actions and comply with the following school-wide rules at all times.

1. Be prepared to learn and do their best.
2. Listen to direction from adults, especially teachers.
3. Respect self and others.
4. Respect others' property and the school environment.
5. Follow the uniform guidelines fully.

Parent/Guardian Involvement

Parents/guardians have the ultimate responsibility for their student's behavior at school and at home. We seek to partner with parents to encourage students to comply with the behavioral expectations and rules set forth by the school. By working collaboratively and sending the same message to students, the learning and accountability that takes place at school is reinforced at home. Parents/guardians will be notified of inappropriate behavior on the part of their children.

In-School Suspension

In-school suspension may be used for students in violation of school policies and/or rules:

1. The Principal, or a designated staff member, will hold a conference with the student, to verbally advise the student of the reason(s) suspension is being considered and to decide on appropriate disciplinary action.

2. If an In-School Suspension is imposed, the student's parent/guardian will be informed of the reasons for the in-school suspension, the dates of the suspension, and any conditions applicable to the in-school suspension.
3. The length of time a student will be assigned in-school suspension will generally be determined using the Discipline Matrix.
4. The student will meet with the Principal following in-school suspension as needed.
5. Class work will be assigned and completed during in-school suspension. Credit will be given for completed work.

Appeal of In-School Disciplinary Actions

Should a parent disagree with the disciplinary action of the school, other than out-of-school suspensions or expulsions, the parent may appeal as follows:

- Appeals should be made to the Principal by arranging an appointment or by writing the Principal.
- If the parent is dissatisfied with the result of the appeal to the Principal, the parent may appeal to the School Superintendent. Appeals must be filed, in writing, within three days of receipt by the parent of the Principal's notice of his/her decision.

21st Century Preparatory School Discipline Matrix

The Administration has the discretion to change any step/consequence in its discretion according to the infraction and circumstance

Every teacher has his/her classroom discipline plan that every child is expected to follow.

After a student has reached step 4 of the Matrix, it is the Administrator's discretion to implement further discipline consequences.

Minor Infractions	Step 1 First Offense	Step 2 Second Offense	Step 3 Third Offense	Step 4 Fourth Offense
Cheating	Zero on Assignment After School Detention: 2 days	Zero on Assignment After School Detention: 5 days	Drop in One Letter Grade for Term In-School Suspension: 1 day	Drop in One Letter Grade for Term Out of School Suspension: 1 day
Disruptive Behavior in Classroom that disrupts educational process				
Grades K-4	Lunch/Recess Detention: 2 days	Lunch/Recess Detention: 5 days	After School Detention: 2 days	After School Detention: 5 days
Grades 5-8	After School Detention: 2 days	After School Detention: 5 days	In-School Suspension: 1 day	Out-of-School Suspension: 1 day
Dress Code Violation: Repeated Offense	Lunch/Recess Detention: 1 day	Lunch/Recess Detention: 2 days	After School Detention: 1 day	After School Detention: 2 days
Gum Chewing	Lunch/Recess Detention: 1 day	Lunch/Recess Detention: 3 days	After School Detention: 1 day	After School Detention: 5 days
Hitting, Pushing, Shoving				
Grades K-4	Lunch/Recess Detention: 2 days	Lunch/Recess Detention: 5 days	After School Detention: 2 days	Out-of-School Suspension: 1 day
Grades 5-8	After School Detention: 2 days	After School Detention: 5 days	In-School Suspension: 1 day	Out-of-School Suspension: 2 days
Unauthorized Devices:	Object taken away	Object taken away	Object taken away	Object taken away

Cell phones, CD/MP3 players, laser pointers, etc.	Given back at end of day	Parent must pick up object	Parent must pick up object After School Detention: 1 day	Object given back at end of year Out-of-School Suspension: 1 day
Insubordination: Refusal behavior directed toward supervisory staff				
Grades K-4	Lunch/Recess Detention: 2 days	Lunch/Recess Detention: 5 days	After School Detention: 2 days	After School Detention: 5 days
Grades 5-8	After School Detention: 2 days	After School Detention: 5 days	In-School Suspension: 1 day	Out-of-School Suspension: 1 day
Lying to a Teacher or Adult Supervisor				
Grades K-4	Lunch/Recess Detention: 2 days	After School Detention: 1 day	After School Detention: 2 days	Out-of-School Suspension: 1 day
Grades 5-8	After School Detention: 2 days	After School Detention: 3 days	After School Detention: 5 days	Out-of-School Suspension: 2 days
Plagiarism: Copying/Stealing ideas or works of another and passing off as one's own	Zero on Assignment	Zero on Assignment After School Detention: 2 days	Zero on Assignment After School Detention: 5 days	Zero on Assignment Out of School Suspension: 1 day
Profanity or Other Derogatory Language	Lunch/Recess Detention: 1 day	Lunch/Recess Detention: 3 days	After School Detention: 1 day	After School Detention: 5 days
Skipping Class or Leaving Without Permission	Zero on Assignment After School Detention: 2 days	Zero on Assignment After School Detention: 5 days	Zero on Assignment In-School Suspension: 1 day	Zero on Assignment Out of School Suspension: 1 day
Teasing: Name calling, insulting or other behavior that would hurt	Letter of Apology to Victim	Letter of Apology to Victim	Letter of Apology to Victim	Letter of Apology to Victim

others' feelings or make them feel bad about themselves				
Grades K-4	Lunch/Recess Detention: 1 day	Lunch/Recess Detention: 2 days	After School Detention: 1 day	After School Detention: 2 days
Grades 5-8	Lunch/Recess Detention: 2 days	After School Detention: 2 days	After School Detention: 5 days	Out of School Suspension: 1 day

Major Infraction	Step 1	Step 2	Step 3	Step 4
	First Offense	Second Offense	Third Offense	Fourth Offense
Possession of Any Object that could be used as a weapon to Inflict Bodily Harm such as, but not limited to box cutter, pepper spray, fireworks, razor	Out-of-School Suspension: 5 days	Expulsion Recommendation		
Arson: Intentionally starting a fire on school property	Expulsion Recommendation			
Bomb Threat: Reporting a fake threat to school or police	Out-of-School Suspension: 2 days	Expulsion Recommendation		
Burglary: Unauthorized entry into school building for the purpose of committing a crime	Expulsion Recommendation			
False Fire Alarm	Out-of-School Suspension: 2 days	Expulsion Recommendation		
Fighting, Physical Assault	Out-of-School Suspension: 2 days	Out-of-School Suspension: 5 days	Expulsion Recommendation	
Forgery or Alteration of School Form, Parent Note, Doctor's Note	After School Detention: 3 days	After School Detention: 5 days	Out-of-School Suspension: 1 day	Out-of-School Suspension: 2 days
Gambling: Playing any game for money or anything of value	Out-of-School Suspension: 1 day	Out-of-School Suspension: 3 days	Expulsion Recommendation	

Gang Activity: Disruption and intimidation caused by gang symbols on materials, jewelry, or clothing	Out-of-School Suspension: 1 day	Out-of-School Suspension: 3 days	Expulsion Recommendation	
Improper Use of Technology/Internet	Out-of-School Suspension: 1 day Loss of Computer Privilege for 1 month	Out-of-School Suspension: 2 days Loss of Computer Privilege for 2 months	Out-of-School Suspension: 5 days Loss of Computer Privilege for 3 months	
Intimidation/Bullying/Extortion of Another Student: Harmful gossip, spreading of rumors, forcing another person to act against their will, or any other unacceptable behavior	Letter of Apology to Victim After School Detention: 5 days	Letter of Apology to Victim: Out of School Suspension: 2 days	Letter of Apology to Victim: Out of School Suspension: 5 days	Letter of Apology to Victim Expulsion Recommendation
Provoking a Fight: Actions or words which contribute to creating a violent atmosphere	In-School Suspension: 2 days	Out of School Suspension: 2 days	Out of School Suspension: 5 days	Expulsion Recommendation
Sexual Assault: Intentional bodily contact for sexual gratification or pleasure	Out of School Suspension: 5 days	Expulsion Recommendation		
Harassment based on sex, race, ethnicity, religion or any other basis protected by law	Letter of Apology to Victim	Letter of Apology to Victim	Letter of Apology to Victim	Letter of Apology to Victim
Grades K-4	Lunch/Recess Detention: 2 days	After School Detention: 2 days	After School Detention: 5 days	Out-of-School Suspension: 1 day
Grades 5-8	Lunch/Recess Detention: 5 days	After School Detention: 5 days	Out of School Suspension: 1 day	Out-of-School Suspension: 3 days
Smoking, Drinking, or Illegal Drugs: Possession, consumption, or intent to distribute	Out of School Suspension: 5 days	Expulsion Recommendation		
Theft: Taking property from student or teacher without permission	Replace Item	Replace Item	Replace Item	Replace Item
Grades K-4	Lunch/Recess Detention: 2 days	After School Detention: 1 day	Out of School Suspension: 1 day	Out of School Suspension: 3 days

Grades 5-8	After School Detention: 2 days	After School Detention: 5 days	Out of School Suspension: 3 days	Out of School Suspension: 5 days
Vandalism: Destruction of school or personal property	Retribution of Damages After School Detention: 2 days	Retribution of Damages After School Detention: 5 days	Retribution of Damages Out-of-School Suspension: 1 day	Retribution of Damages Out-of-School Suspension: 5 days
Verbal Assault toward a teacher, staff member, student, volunteer, or coach	Letter of Apology to Victim After School Detention: 5 days	Letter of Apology to Victim Out of School Suspension: 2 days	Letter of Apology to Victim Out of School Suspension: 3 days	Letter of Apology to Victim Out of School Suspension: 5 days
Weapons, Gun or Knife: Possession or Ownership	Expulsion Recommendation			

Procedures for Out-of-School Suspension

1. The Principal will hold a conference with any student, notifying the student of the charge(s), before a decision to suspend him/her is made. (In cases where the Principal feels that the student's presence in the school is an immediate danger or may disrupt the school's orderly operation, suspension may occur without a conference.)
2. If the student admits to the charge(s), the Principal determines the appropriate disciplinary action.
3. If the student denies the charge(s), the Principal will:
 - a. Explain the evidence resulting in the charge(s).
 - b. Decide if the evidence is to include the names of witnesses.
 - c. Give the student a reasonable opportunity to state his/her version of the story.
4. After reviewing the information, the Principal will decide whether the student committed the offense. If it is decided that the student did not commit the offense, the case is closed. If it is decided that the student violated the discipline policy, the Principal will determine a course of disciplinary action according to 21st CPS policies and administrative guidelines.
5. If the discipline action is suspension, it becomes effective following notification of a parent/guardian or emergency contact person or at the end of the school day. A suspension notice is sent home with the student and mailed to the parent/guardian.

The suspension notice contains:

- a. The time, date, length, and specific reason for the suspension. A suspension shall not exceed five school days for each noncompliance of school policies or rules of misconduct, except that a student may be suspended for not more than 15 consecutive school days pending an expulsion hearing. Students with exceptional education needs may not be suspended for more than 10 days in a school year, except as otherwise specifically provided by law. In all cases of students receiving special education services as defined by an Individual Education Plan (IEP); the IEP shall inform and guide the disciplinary practices were applicable. Parent notification and consent is required for changes in disciplinary practices and overall plan of behavior management as called for in the IEP.
- b. Information for the parent/guardian on having the student reinstated (returned to school) and a request that the parent attend a conference before the student is reinstated.
- c. Notice that suspension means the student cannot participate in any school related activities during or after school or on weekends.

Suspended students are not to enter 21st CPS during the time of suspension without prior authorization.

Suspended students will be given the opportunity to take any end of term examinations, or to complete course work missed during the suspension period. The number of days allowed to complete examinations and course work will be equal to the number of days of the suspension.

Conference and Reinstatement Following Suspension

Following a suspension, the parent/guardian of the suspended student must attend a conference prior to the student's return to school. If you find it difficult to come to the school because of work or family responsibilities, please contact the Principal to make alternate arrangements. The student's achievements and difficulties will be discussed with you during the conference. Together you will determine the additional steps that may need to be taken by the school, the student, and yourself to guarantee the student's success upon reinstatement.

Appeal of Out-of-School Suspension (five days or fewer)

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

- Appeal requests must be made, in writing, by the parent to the School Superintendent. Such written request must be filed with the School Superintendent within three school days of the notice of suspension, or the right to review and appeal is waived.
- If the School Superintendent's determines that the suspension was unfair, unjust, or inappropriate, or that the student suffered undue consequences or penalties as a result of the suspension, reference to the suspension shall be erased from the student's record.

Expulsion

A Board-designated expulsion hearing officer(s) may recommend the expulsion of a student from school for reasons outlined in the discipline matrix or otherwise in state law. A hearing shall be conducted by the hearing officer in order to determine that the interest of the school demands the student's expulsion. Expulsion of students shall be in accordance with state law and established School procedures.

The School shall not discriminate in student expulsions on the basis of sex, race, religion, national origin, color, ancestry, creed, pregnancy, marital or parental status, sexual orientation, physical, mental, emotional or learning disability or handicap. Discrimination complaints shall be processed in accordance with established procedures. The School shall not deny any rights afforded under state and federal laws to any student excluded from school.

The Hearing Officer may recommend enrolling an expelled student in a special school for educational and/or counseling purposes.

Expulsion Hearing

Written notice of an expulsion hearing shall be sent to the student and to the student's parent/guardian if the student is a minor. This notice shall be sent not less than five (5) days prior to the hearing and shall include the following information:

- a. the specific grounds for expulsion and the particulars of the student's alleged conduct upon which the expulsion hearing is based;
- b. the time and place of the hearing;
- c. that the hearing may result in the student's expulsion;

- d. that upon the request of the student and, if the student is a minor, the student's parent/guardian, the hearing shall be closed;
- e. that the student and, if the student is a minor, the student's parent/guardian, may be represented at the hearing by counsel at their own expense;
- f. that the designated hearing officer(s) shall keep a full record of the hearing and, upon request, the designated hearing officer(s) shall direct that a transcript of the record be prepared and that a copy of the transcript be given to the student and, if the student is a minor, the student's parent/guardian;
- g. that if the hearing officer(s) orders the expulsion of the student, which may include a recommendation regarding enrollment in a special school program, a copy of the order will be mailed to the Board of Directors, the student and, if the student is a minor, the student's parent/guardian;
- h. that within 30 days of issuance of an expulsion order, the Board shall review the order and shall, upon review, approve, reverse, or modify the order; that if the student is expelled by the hearing officer(s), the order of the hearing officer(s) shall be enforced while the Board reviews the order.

Students Expelled from Other Districts

By law, Wis. Stat. §120.13(1)(f), no school district is required to enroll a student who has been expelled from another district during the time the expulsion is in effect. 21st CPS will not consider students expelled from other school districts wishing to enroll here.

APPENDIX C

Part Two (2) 21st Century Preparatory School Policy Guideline Health and Safety of Students

HEALTH

Emergency

In the event of a serious emergency requiring immediate medical treatment each parent will be required to sign a release, prior to their child attending school, authorizing the school to transport the child to emergency facilities. The child will be transported by a staff person. If it is absolutely necessary, the child may be transported by ambulance; in that case the child will be accompanied by a school staff member. The parent or guardian will immediately be contacted regarding the medical situation of the child and the location to which the child is being transported.

Immunizations

Each child will be required to comply with the Wisconsin state requirements for student immunizations prior to attendance at the 21st Century Preparatory School.

All student immunization records are on file in the school office as well as appropriate immunization and testing records for all teachers and administrators. Parents failing to provide immunization records are notified in writing by US Mail of the deadline for these records; when necessary the School Nurse makes phone calls and the Racine Health Department is involved. Families that remain non-compliant are referred by the School Social Worker to the appropriate law enforcement authority in accordance with DPI regulations.

Insurance

The 21st Century Preparatory School does not carry health insurance covering students. In view of this, parents may wish to review their own health insurance policies.

Accidents

Every accident in the school building or on school grounds, whether before, during or in after school activities, must be reported immediately to the administrator in charge and the school secretary. First aid will be given by the school nurse or other qualified person. School staff are required to fully report all accidents and create a written record of such accidents.

Medication Policy

Medication administered in school MUST HAVE:

- Written order from a physician
- Child's full name on the container
- Name of drug and dosage
- Time drug is to be given
- Physician's name and contact information
- Written permission from parent or guardian

- Medication will be taken by the child at the designated time, supervised by Authorized personnel.
- Limited quantities of any medication should be kept at school.
- All medication administered at school will be stored in a locked drawer, cabinet or file.
- Parents must notify school when the drug is discontinued, and the dosage or time is changed. If the medication is resumed, a new order must be received.
- No aspirin or other over the counter medication will be administered to children unless the guidelines listed above are followed.

Nursing Services

Nursing services are provided 20 hours per week at the school. If a student feels ill during class time, he/she must get a pass to the office from the teacher and will be sent to the nurse's office. The nurse keeps a record of all student complaints of illness or injury. If it is advised that the student leave school due to illness, the office will call the parent. Students may not use the phone to obtain permission to leave school. A school office staff member will dismiss students only to individuals identified on the emergency card. When the nurse is not present, qualified staff to assist students are at the reception desk.

Smoking

Under Wisconsin law, minors can be cited for possession of tobacco products. Based on the law, smoking is prohibited on school grounds.

SAFETY

Bicycles

All bicycles should have their own locks and licenses.

Park in the racks provided.

Bicyclists must know and obey all traffic laws.

Bicycles are not to be ridden on the school lawns or in the parking lot.

The school cannot be held responsible for damage or theft of parts when bicycles are parked on the school grounds.

Fire Drill

At the sound of the fire alarm (steady tone on buzzer) every person must leave the building. Exit directions for fire drills are posted in every room near the door. All entrances should be cleared to make way for fire fighters in case of a real emergency. The following rules have been established for fire drills:

- Cease work immediately upon the sound of the alarm.
- Pass QUIETLY in an orderly manner out of the building.
- Remain in distinct lines on the walks.
- See that all entrances are cleared.
- Close classroom doors.
- An announcement or bell will signal the end of the drill.

Halls and Playground Areas

During the school day the hallway areas and playground areas will be continuously monitored to ensure that no unauthorized individuals are present on the property.

Harassment

The 21st Century Preparatory School Board prohibits harassment of students and staff. Students, parents and staff have a right to be in a school environment that is free from all forms of harassment, including sexual harassment, and that anyone who engages in harassing behavior will be disciplined.

Name Tags

Each child will be required to have a picture id name tag worn around their necks at all times. This will allow the school staff members to immediately identify any unauthorized visitors to the school. Additionally, this measure will allow staff members to quickly identify the students in the event of accidents or altercations.

Playground

The playground is located in a secure area, free of traffic and accessible only from inside the school building. At all times the children are out of doors the children will be monitored by adult staff members. All injuries, accidents or fights will be immediately dealt with by the staff and a report will be generated. The staff is additionally responsible for ensuring no uninvited visitors enter the playground and reporting any suspicious looking activity.

Non-Discrimination Policy

The 21st Century Preparatory School Board does not discriminate on the basis of national origin, ancestry, race, color, creed, sex, age, disability, physical appearance, sexual orientation, religion, pregnancy, marital or parental status, or political affiliation in its educational programs, related activities (including School- Community Recreation) and employment practices.

If a student believes that he/she has been discriminated against, he/she may make a claim that his/her rights have been denied. A student may obtain a copy of the grievance procedure and receive assistance in filing a complaint by contacting the Principal, who serves as the TITLE IX/AFFIRMATIVE ACTION COORDINATOR for the school.

APPENDIX D

Financial Reporting Requirements

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

Total Revenue

CATEGORY	TOTAL	PER PUPIL
State per Pupil Aid		
Special Education Aid		
Federal Funds (see (b) below)		
Grants		
Donations From Sponsor		
Other Donations		
Other Revenue		
Total		

Federal Revenue (Break Out)

CATEGORY	TOTAL	PER PUPIL
Title I		
Title II		
Title III		
Title IV		
Title V		
Title VI		
Other Federal Funds (List each source individually, for example, Safe and Sound grant)		
Total		

Total Expenditures

CATEGORY	TOTAL	PER PUPIL
Instruction		
Instructional Support		
Facilities		
Administration		
Board*		
Other Expenditures		

Total		

*Report Administration Expenses and School Board Expenditures separately if the School is operated under a management contract

Fund Balance

	July 1 (Current Year)	June 30 (Current Year)	Difference	Cumulative Fund Balance
Fund Balance				

In allocating expenses within the above categories, the Grantee must adhere to the following designations:

Instruction

- Classroom Teaching
 - Instructional Teachers
 - Instructional Para-Professionals
 - Substitutes
 - Other Instructional Personnel

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

Instructional Support

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

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

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

Facilities Expenses

- Building Management
 - Building Operations, Utilities, and Maintenance

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

Administrative Expenses

- School Management
 - Executive Director, Principal, and Assistant Principals
 - Other Administrative Personnel
 - School Office
- Business Management
 - Data Processing
 - Business Operations
 - Other Business Management
- School Board * School Board Expenses must be separated from Administrative Expenses if school is operated under a management contract.
 - School Board
 - Legal
- Legal
 - Claims and Settlement

Other Expenditures

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

Fund Balance

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