

D.C. Everest IDEA School
CHARTER SCHOOL CONTRACT

June 15, 2016

Adopted by:

**D.C. Everest School District Board of Education
Schofield, Wisconsin**

and

**D.C. Everest IDEA School
Weston, Wisconsin
CHARTER SCHOOL CONTRACT**

This Contract is made this June 15, 2016, by and between the Board of Education of the D.C. Everest School District, 6300 Alderson Street, Weston, WI 54476, ("District") and the D.C. Everest IDEA School ("Charter School").

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

Whereas, the D.C. Everest School District is authorized by *s. 118.40(2m), Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a Charter School, subject to the approval of the Board of Education of the D.C. Everest 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 15.*

NOW THEREFORE,

- A. As contemplated under *s. 118.40, Wisconsin Statutes*, the Board of Education of the D.C. Everest School District, hereby wishes to implement the Charter School known as the D.C. Everest IDEA School.
- B. The Superintendent, on behalf of and with the approval of the Board of Education of the D.C. Everest School District, hereby establishes this Contract with the D.C. Everest IDEA School and thus hereby authorizes the implementation of the operation of the Charter School commensurate with its policies and state statutes; and
- C. In consideration of this charter, the Superintendent, on behalf of the Board of Education of the D.C.

Everest School District and the D.C. Everest IDEA School (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) **“School Board”** or “Board of Education” means the Board of Education of the D.C. Everest School District.
- 3) **“Superintendent”** means the Superintendent of Schools of the D.C. Everest School District or any designee of the Superintendent.
- 4) **“Charter School”** means a school known as the “D.C. Everest IDEA School” which is an instrumentality under the control of the D.C. Everest School District.
- 5) **“Office”** means the office of the Charter Schools in the D.C. Everest School District, and for the purposes of this contract, is a designee of the Superintendent.
- 6) **“Charter School,” “IDEA,” “IDEA School” and “School”** mean a school to be known as the “D.C. Everest IDEA School” which is an instrumentality under the control of the D.C. Everest School District.
- 7) **“Day”** shall mean calendar day,
 - a. The first day shall be the day after the event, such as receipt of a notice,
 - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- 8) **“Department”** means the Department of Public Instruction of the State of Wisconsin.
- 9) **“District”** means the D.C. Everest School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- 10) **“Charter School Operator”** means the Governing Board of the D.C. Everest IDEA School.
- 11) **“Parties”** means the Board of Education of the D.C. Everest School District and the Charter School Operator, through their designated representatives.

ARTICLE TWO

PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 The Parties to this Contract are the Board of Education and the Charter School Operator.

Section 2.2 Board of Education.

- 1) Under the authority of *s. 118.40, Wisconsin Statutes*, the District, with the approval of the Board of Education, hereby grants to Charter School Operator a charter to operate a Charter School under the terms and conditions of this Contract.
- 2) On behalf of the District, the Superintendent, or his designee, shall exercise all oversight responsibilities as set forth in this Contract

Section 2.3 Charter School Operator. The Charter School Operator of the Charter School is responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.4 District Obligations. The Parties agree that the establishment of the Charter School as an entity of the District shall have no additional or unique effect on the general liability obligations of the District other than as to those obligations specifically undertaken by the District herein.

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ARTICLE THREE

OBLIGATIONS OF CHARTER SCHOOL OPERATOR UNDER *SECTION 118.40, WISCONSIN STATUTES*

Section 3.1 Operations. With regard to the requirements for charter schools set forth in *s. 118.40(1m)(b)1.to 15., Wisconsin Statutes*, Charter School Operator hereby agrees to operate the Charter School in substantial compliance with all of the following specifications:

- 1) ***Establishment of the Charter School.*** Superintendent of Schools, on behalf of the Board of Education, seeks to establish the Charter School within the District.
- 2) ***Governance.*** The Charter School will be directed by an independent Governing Board that will consist of not less than five (5) nor more than fifteen (15) members each serving a three (3)-year term. The Board will include, but is not limited to, parent(s) or guardian(s) of students, Charter School students, Charter School staff, a District administrative leader, and community member(s). At least fifty-one percent (51%) of the members will be non-District employees. A member may serve a maximum of two (2) consecutive terms on the Governing Board.

The Governing Board will meet monthly. An annual meeting will be held in June of each year with new members being elected at that time. Vacancies may be filled

immediately for the remainder of an existing term. The Charter School will also make reports to the Board of Education as may reasonably be requested.

The Governing Board shall oversee the operational, financial, educational, and collaborative aspects of the Charter School.

The Governing Board shall have autonomy and decision-making authority over:

- Budget Expenditures of allocated budgets, grant funds, and funds donated specifically to the Charter School
- Personnel: The number of teachers and staff assigned to the school will be determined no later than May 15th of the preceding year. Staff members are subject to the provision of the employee handbook.
- Calendar and daily schedule
- Curriculum and instruction
 - Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing D.C. Everest School District policies
- Facility
 - Marketing, registration, and enrollment
 - Charter School operations and procedures

3) **Administration.** Daily administration of the Charter School will be the responsibility of the Charter School staff working in a collaborative team. A District Administrator will

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be appointed annually by the District, in consultation with the Governing Board, to serve as the administrative liaison between the District's administration and the Charter School's staff.

4) Staff and Teachers

a) Teacher Qualifications; FTE Allocation

All Charter School teachers will hold a valid Wisconsin Department of Public Instruction license. Charter School staff members will remain employees of the District and will retain all rights, privileges, and status as other staff members of the District. When Charter School teacher vacancies occur, the Governing Board will collaborate with the District to fill the vacancy. Staff vacancies will be filled through a process that includes a Charter School team interview and approval of the Governing Board. Final recommendations will be made to the Director of Human Resources, the Superintendent, and the Board of Education. Recommended Charter School student volume per advisor is 16 to 18 students.

b) **Administrative Aid.** The District will provide 860 hours of administrative aid annually at a level and pay grade commensurate

with positions having similar responsibilities within the D.C. Everest School District.

c) **Staff Allotments.** Future staff allotments will be determined by the District in consultation with the Governing Board.

d) **Staff Employment.** The Human Resources Department of the District will verify an applicant's credentials and background prior to their hire. All Charter School staff members will be employees of the District, will follow all employee practices and policies of the District, and will be subject to the employee handbook. Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change.

e) **Staff Size.** The number of teachers and staff members assigned to the Charter School will be determined by the District in consultation with the Governing Board and will be determined no later than May 15th of the preceding school year. Staff members are subject to the provision of the employee handbook.

f) **Staff Evaluation.** Staff shall be evaluated for job performance as required by the District. The appointed District administrator will conduct such evaluations. All evaluations will be available for the Governing Board's review. In addition to the administrative evaluations, other staff assessments may be utilized such as peer evaluations, self-evaluation and student evaluations.

5) **Mission.** The mission of the D.C. Everest IDEA School is to maximize the potential of each student in a student-centered, project-based environment.

6) **Students Served.** The Charter School will serve students in grades six (6) through twelve (12).

7) **Location.** The Charter School will be located in a suitable facility within the

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geographic boundaries of the District upon mutual agreement of the District and the Governing Board, which will be provided to the Charter School at the District's expense.

8) **Pupil Progress.** Attaining the educational goals under *s. 118.01, Wisconsin Statutes*, will be measured:

a) As required by *chapters 118 and 121, Wisconsin Statutes*, the Charter School shall, on behalf of the District, administer the examinations under *ss. 118.30(1m) 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 District in such form as the District shall customarily transmit such data.

b) With respect to examinations required under *ss. 118.30(1m) and 121.02(1)(r)*, the Parties hereby agree that, the Governing Board may develop or adopt any of its own examination(s) (in addition to the Department's examination(s)) for administration to the District's pupils,

and/or the Charter School's students.

- c) Assessment will include any performance evaluation required by DPI and/or deemed necessary by the District and the Governing Board.

OTHER OBLIGATIONS OF CHARTER SCHOOL OPERATOR UNDER *SECTION 118.40, WISCONSIN STATUTES*

Section 3.2 The Charter School will follow all health and safety guidelines, policies, and rules, established, now or in the future, by the District. This will include, but is not limited to, staff development and training, conducting fire drills, severe weather shelter drills, development of a building security plan, and addressing cleanliness of the site and classrooms. The Charter School shall also comply with all Applicable Laws.

Section 3.3 Enrollment in the Charter School is open to all students in the District or those applying under the State of Wisconsin's Open Enrollment Program. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance of similar grade levels in the District.

- 1) ***The requirements for new student admission to the Charter School.*** Any student wishing to attend the D.C. Everest IDEA School may make application for the Charter School according to timelines published by the Charter School. Applications will be available from the Charter School's website, the District's website, and the District's administrative office. If the number of persons seeking admission exceeds the capacity of the open seats available, then a lottery shall be conducted by the Governing Board to select the individuals who will be assigned the open seats.
- 2) The Charter School will not be required to admit any student who is under a current expulsion order from a school district. Students cannot be placed in the Charter School by the District.

Section 3.4 Exemptions from School Board Policy. The Charter School will be exempt from the following District policies:

- 1) ***Students.*** [District Policy 5150, 5175, 5190, 5210, 5220, 5310] To waive the requirement and limitations of students including but not limited to public school

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open enrollment, non-resident acceptance and rejection criteria, open enrollment application and procedures, assignment of students to teachers, acceleration/retention, graduation/separation, youth options, early graduation and grounds for temporary removal from class for enrollment in a full-day program for students may be involved in non-school, learning activities for parts of days.

- 2) ***Employment of Professional Staff.*** [District Policy 2410, 2413, 4305, 4310] To allow the Governing Board opportunity to participate in the employment process for professional staff members applying for positions at D.C. Everest IDEA School to include job descriptions, recruitment, selection, identification of position openings, screening, and recommendation for employment and to waive the requirements and limitations of personnel positions including but not limited to establishment of positions and administrative team.

- 3) ***Adoption of Instructional Materials*** [District Policy 6150, 6170, 6400] To allow the Governing Board the right to approve all instructional materials used as part of the educational program of D.C. Everest IDEA School, to waive the requirements and limitation of instruction including but not limited to instructional arrangements such as class size, related arts, selection and deletion of educational materials and summer school.
- 4) ***Adoption of Courses of Study and Curriculum Development.*** [District Policy 6040, 6050, 6060, 6075, 6080, 6110] To allow the Governing Board the right to establish the requirements and limitations of instruction, but not limited to full-day school, scheduling guidelines, objectives of the instructional program, curriculum, curriculum guides, curriculum design, curriculum development processes, and the system-wide program committee overview, and to allow flexibility of a project-based learning, standards-based curriculum consisting of benchmarks on which students must demonstrate proficiency in lieu of conventional grading.
- 5) ***Community Relations.*** [District Policy 1324, 1325, 1326] To waive the requirements and limitations for fund-raising activities including but not limited to control of fund raising activities, limitation of fund-raising activities, advertising, and promotion: relations between public and students and distribution of non-school related materials to students.
- 6) ***Business Operations.*** [District Policy 3020, 3030, 3070, 3071, 3080, 3090] To waive the requirements and limitations of business operations including but not limited to materials/fees, gifts and bequests, student activity funds, administration of funds, receipt and deposit of funds, expenditure of funds, investment of funds and system development and review.
- 7) ***Business Operations.*** [District Policy 6180, 1325] To waive the requirements and limitations of business operations regarding legal and environmental including but not limited to trademark and licensing, permitted uses, uses not permitted.
- 8) ***Calendar.*** To allow the Governing Board the right to schedule in-services, parent/teacher conferences, and other school calendar dates that may differ from the school district's calendar.
- 9) ***Student Assessment.*** [District Policy 5195] To allow the Governing Board the ability to choose which student assessments will be given.
- 10) ***Grading.*** [District Policy 6115, 6239, 6300 series] To allow the Governing Board

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the ability to choose an alternative assessment process.
- 11) ***Class Rank.*** [District Policy 5210] To allow the Governing Board the ability to eliminate class rank from the Charter School and to allow the Governing Board the ability to prepare a list of specific criteria for granting a diploma.
- 12) ***Cell Phone, Portable Media Players and Other Electronic Communication Devices.*** [District Policy 5360] To allow the Governing Board the ability to establish the rules and regulations for electronic communication devices within the Charter School.

- 13) **Guidance and Counseling.** *[District Policy 6040]* To allow the Governing Board the ability to utilize an on-site qualified guidance counselor to meet the emotional, physical, and educational needs of the Charter School students in the area of counseling and guidance.
- 14) **Mission of the District.** *[District Policy 100, 200]* To allow the Governing Board the ability to create their own vision and mission.

Section 3.5 Exemption from Regulation Variations. Charter schools are exempt from certain state requirements, (*Chapters 115-121*), regarding public education, unless specifically referred to in State statute. The Charter School will take the following state exemptions in order to maximize the flexibility afforded to charter schools by State law:

- 1) **Length of School Day.** *Statute 120.12(15):* Requires school boards to establish rules for scheduling hours in a normal school day. The Charter School's Governing Board will establish the school's schedule.
- 2) **Number of Days and Hours.** *Statutes 121.006(2)(a) and 121.02(1)(f):* Requires school districts to schedule 180 school days annually, less any days during which the State Superintendent determines that school is not held or educational standards are not maintained as a result of a strike by school district employees and requires school districts to annually schedule at least 1,137 hours of direct instruction in grades six (6) through twelve (12). The Charter School's Governing Board will establish a schedule for its students that accommodates those students' needs which may or may not reflect the exact number of days or hours for students cited in this statute.
- 3) **Library – Media Services.** *Statute 121.02(1)(h):* Requires school districts to provide adequate instructional materials, texts and library services, which reflect the cultural diversity and pluralistic nature of American society. Instructional materials for the Charter School are the project-based materials, online curriculum, and virtual courses, along with supplemental materials. A general selection of library resource material is gradually being built through fundraising, donations, grants, district funds, and Common School Funds on a per pupil basis. Students may access any of the District's libraries, as well as the public library.
- 4) **Number of Clock Hours for Instruction.** *PI-18.05(1)(b):* The number of clock hours of instruction to meet an established credit by the Board of Education may not be applicable to the Charter School's project-based learning instructional design. Students may spend several hours one day on a particular subject and fewer hours the next day. Often subjects are integrated and blended depending on design and academic outcomes desired. Students set their own pace for learning. Community involvement is integral and often learning occurs in a non-traditional manner.

Section 3.6 Annual audits of the financial and programmatic operations of the Charter School. The Charter School shall submit its records for an annual audit by an auditing firm of the District's choosing. The District will assume all audit costs associated with this review. The District may review the financial practices of the Charter School at any time and may request reasonable reports from the Charter School with due notice. All financial operations of the Charter School must be in accordance with the District's policies, practices, and rules unless expressly granted a waiver from

them by the District.

Section 3.7 Student Behavior. Students will be held accountable for their actions and behavior at the Charter School and are expected to comply with the District's student code of conduct and applicable policies. Teachers and students will be subject to policies established by the District for maintaining decorum in the classroom and on the site in order to provide an appropriate educational and safe environment for all staff and students. Psychological and physical punishment of students is expressly not allowed.

Section 3.8 Attendance. Under *s. 118.40(6), Wisconsin Statutes*, 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 other schools within the District subject to attendance areas defined by the District.

Section 3.9 Liability. The Charter School is an instrumentality of the District and as such is covered under the District's general liability policy.

Section 3.10 Nonsectarian Practices. The Charter School shall be non-sectarian in all its programs, admissions policies, employment practices, and all other operations.

Section 3.11 Tuition. As expressed in *Chapter 118.40, Wisconsin Statutes*, the Charter School shall not charge tuition.

Section 3.12 Anti-discrimination. The Charter School is a public school and shall not discriminate against any student 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. Information on the Charter School will be distributed by means of newspaper articles, district mailings, brochures, parent-teacher conferences, and the Charter School and District websites to all groups in the community, with a goal to achieving a racial and ethnic balance among pupils that is reflective of the District population.

Section 3.13 Parental and Community Involvement. Parent and community involvement is an essential component of the Charter School. Many of the Charter School students' projects will incorporate input and support from parents, grandparents, relatives, friends, and neighbors of the student's family. Students show development of learning through presentation.

Section 3.14 Special Education Services. The District will provide special education services for any qualified students in the Charter School.

ARTICLE FOUR

ADDITIONAL OBLIGATIONS OF THE CHARTER SCHOOL OPERATOR

Charter School Operator hereby covenants to undertake the following:

Section 4.1 Compliance with Applicable Law. The Charter School shall comply with Applicable Law, which

may change from time to time and which may include, but is not limited to:

- 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. ss. 1681 et seq.;
- 3) Age Discrimination Act of 1985, 42 U.S.C. ss. 6101 et seq.;
- 4) Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. s. 794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101-12213.
- 5) Individuals with Disabilities Education Act, 20 U.S.C. ss. 1400-1485 et seq.
20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. ss. 1221-1234i
- 6) Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- 7) Asbestos Hazard Emergency Response Act, 15 U.S.C. ss. 2641-2655; and
- 8) Every Student Success Act of 2015

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

To the extent that the Every Student Success Act of 2015 (the “ESSA”) is applicable to the Charter School, the Charter School agrees that they will comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the ESSA or its implementing regulations established by the U.S. Department of Education.

Section 4.2 Non-profit Status. The Charter School shall be created, maintained, and operated by the District under *Chapter 118, Wisconsin Statutes* and under contract with the Charter School’s Governing Board.

Section 4.3 Background Screening. The Charter School’s employees and regular volunteers engaged at the Charter School as teachers or otherwise having access to pupils, shall be subject to background screening through state and federal agencies, as deemed appropriate by the District.

Section 4.4 Employment of Personnel. The District 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 *ss. 118.19 and s. 121.02, Wisconsin Statutes*, certification of school personnel.

Section 4.5 Charter School Budget. Not later than April 1 of each year during the term of this Contract, the District shall provide the Charter School with an operational budget. The Charter School shall then submit a plan for the expenditure of said funds showing the District its best estimate of its proposed total expenditures and liabilities for administering the Contract during the upcoming period of July 1 to June 30. Operational funds shall be available to the Charter School at the same time and in the same manner that they are made available to other schools within the District.

- 1) **District Obligation.** In return for the state aids generated by the Charter School, the District agrees to provide a discretionary allocation per students with amounts that are consistent with prior history and customary with rest of the district per student for the current school term for students enrolled as of the Third Friday of September of that term or the district allocation for high school students.
- 2) **Salaries and Benefits.** The District in accordance with its established policies and contractual agreements will pay all salaries and benefits for the D.C. Everest IDEA School.
- 3) **Services.** The Charter School shall be eligible to receive remedial services, IT services,

student support services, and testing/assessment services available to other schools in the District, with the distribution of such resources to be determined in a manner consistent with the distribution of such resources to other programs in the District.

4) **Sustainable Funding Commitments.** The District has made an ongoing commitment to continue to fund and support this school. The Charter School's Governing Board will assume responsibility for approving the Charter School's annual operating budget, grant applications, and fundraising activities. The Charter School staff so delegated by the Governing Board will manage budget accounts in accordance with District procedures. The Charter School will be allocated funds on a per-pupil basis in the same manner as other District schools. The District will allocate any federal formula funds that the Charter School is eligible for (e.g. Carl Perkins, ESEA, etc.) according to those funding guidelines.

5) **Duration of the Charter School Contract.** This contract will be for a period of five (5) years, to be renewed by mutual agreement of the Parties. The Charter School will report to the Board of Education on a yearly basis to review goals and to show the rate of progress on identified objectives.

Section 4.6 Student Activities' and Rental Fees. The Charter School may assess reasonable pupil fees in accordance with District policies for activities such as field trips and extracurricular activities, which shall not exceed the actual cost to provide such activities. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.

Article 4:7 Transportation. At the request of the D.C. Everest IDEA Governing Board, the D.C. Everest School District will provide transportation to and/or from IDEA School when it is cost neutral and can be accommodated on existing routes for students who reside in the D.C. Everest School District.

Article 4:8 Activities. D.C. Everest IDEA School students and other D.C. Everest District students shall have reciprocal access to participate in academic and co-curricular activities when mutually agreed upon by the D. C. Everest IDEA School advisors and the corresponding District principal.

Section 4.9 Inspection of Charter School Facilities. The Charter School shall permit any designee(s) of the Superintendent to visit or inspect the 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, all Charter School records, including student records, will be maintained and retained in compliance with Board policy. The Charter School Operator shall grant any designee(s) of the Superintendent 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, 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.

Section 4.11 Grant Applications. The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any applications for grants made on behalf of the Charter School at the time the application is submitted to the funding authority.

ARTICLE FIVE

JOINT RESPONSIBILITIES OF THE PARTIES

The Parties agree to take the following actions:

Section 5.1 Performance Evaluations of Certain Subjects:

- 1) The District shall evaluate the performance of the Charter School in the areas of curriculum implementation and student achievement. A description of the specific performance measures that shall be used to evaluate such areas shall be mutually agreed to by the District and the Charter School annually, no later than October 31 of each year.
- 2) The Charter School shall provide to the District the following required reports, at the times described below:
 - a) **Strategic Plan.** The strategic plan should specify the mission and vision of the school, identify the target population of students, and establish strategic goals for the development of the school. The Charter School shall resubmit the strategic plan to the District upon each revision. In addition, a revised strategic plan must be submitted to the District by August 1 immediately following any renewal of the initial term of the Contract.
 - b) **Accountability.** If D.C. Everest IDEA School is identified for comprehensive reform based on performance of all students or targeted reform based on performance of subgroups of students under the Every Student Succeeds Act (ESSA), as determined by the State of Wisconsin, then D.C. Everest IDEA School will submit to the district for approval a school accountability plan which complies with the requirements and timelines set for by the State of Wisconsin. In addition, D.C. Everest IDEA School will provide the district with an annual progress report detailing work to bring IDEA School into compliance with the requirements of the ESSA.

ARTICLE SIX

NOTICES, REPORTS, AND INSPECTIONS

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

Section 6.2 Other Notices.

- 1) **Agendas and Meetings.** The Charter School shall provide to the District agendas and notice in advance of all meetings of the Charter School Governing Board. The Charter School will comply with all applicable requirements of the *Wisconsin Open*

Meetings Law.

- 2) **Governmental Agencies.** The Charter School shall immediately notify the District when the Charter School receives any correspondence from the Department or the

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United States Department of Education or Office of Civil Rights, or other governmental agency 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 District any material litigation, threatened or filed, or formal court proceedings alleging the violation of any Applicable Law with respect to the Charter School, its employees, or its students.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.1 Code of Ethics. Members of the Governing Board of the Charter School shall be subject to the following code of ethics using terminology as defined below:

“Anything of substantial value” or *“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 Charter School Operator for the services as member of the Governing Board, or expenses paid for services as a Governing Board member, or hospitality extended for a purpose unrelated to Charter School business.

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

- 1) No Governing Board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his/her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the Governing Board member, his/her immediate family or any organization with which the Governing Board member is associated.
- 2) No Governing Board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his/her conduct of Charter School business would be influenced thereby.
- 3) No Governing 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/herself, for his/her immediate family or for any other person or organization with which the Governing Board member is associated.
 - a) If a Governing Board member, a member of a Governing Board member’s immediate family, or any organization with which a Governing Board

member is associated, proposes to enter into any contract or lease with the Charter School Operator that may within any twelve (12)-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to *s. 118.40(2r)(e), Wisconsin Statutes*, such Governing Board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with

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respect to the Charter School Operator's entering into such contract or lease; provided, however, that such Governing Board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Governing Board inquiries concerning such contract or lease.

- b) Provided that the Governing Board member is not in a position to approve or influence the Charter School Operator's decision to enter into such contract or lease and that the procedures set forth in *s. 3.32(4)(a), Wisconsin Statutes*, are observed, a Governing Board member may enter into a contract or lease described in *Section 7.2(4)(a)* if the Governing Board member shall have made written disclosure of the nature and extent of any relationship described in paragraph (a) immediately preceding to the District.

Section 7.2 Policy for Returning Students to Traditional Programming. The Governing Board will develop and implement a policy for returning students to traditional District programming following a period of attendance at the Charter School. This policy will address the documentation of student progress that will be provided to the District by the Charter School, and will provide that the Charter School will make reasonable efforts to coordinate the timing of a high school student's return to traditional District programming to coincide with the District's academic quarters.

ARTICLE EIGHT

REVOCATION OF CONTRACT BY THE DISTRICT

Section 8.1 Events of Default by Charter School. The District under procedures in Section 8.2 may terminate this Contract if the District 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 *s. 118.01, Wisconsin Statutes*, or have failed to achieve the requirements, as determined by the State of Wisconsin pursuant to the federal Every Student Succeeds Act, for three (3) consecutive years;
- 2) The Charter School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- 3) The Charter School employees or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract; or
- 4) The Charter School has failed materially to comply with Applicable Law;
- 5) The Charter School has violated *section 118.40, Wisconsin Statutes*; or

- 6) The Charter School Operator defaults materially in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract.

Section 8.2 Procedures for The District's Revocation:

- 1) **Emergency Termination or Suspension Pending Investigation.** If the Superintendent determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the Charter School's students

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is immediately put at risk, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.

- a) If the District shall elect to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
- b) Upon completing its investigation, the District shall promptly deliver to the Charter School in writing either a notice of immediate termination on the basis set forth in this Section 8.2, or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(2), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the District.

- 2) **Non-Emergency Revocation and Opportunity to Cure.** If the Superintendent determines that any of the Event(s) 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 District shall advise the Charter School in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.

- a) If the Charter School shall not so cure or otherwise remedy the specified Event(s) of Default, the District may terminate this Contract by written notice delivered within ten (10) days after the expiration of the specified period.
- b) If the District shall so terminate this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

ARTICLE NINE

TERMINATION BY THE CHARTER SCHOOL OPERATOR

Section 9.1 Grounds for Termination by the Charter School. This Contract may be terminated by the Charter School under procedures in Section 9.2 if the Charter School Operator finds that any of the following Events of Termination have occurred:

- 1) The Charter School has insufficient enrollment to successfully operate a public school;
- 2) The District defaults materially in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract.

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Section 9.2 Procedures for Charter School Termination of Contract. The Charter School may terminate this Contract according to the following procedures:

- 1) **Notice.** If the Charter School determines that any of the Event(s) of Default set forth in Section 9.1 has occurred, the School shall notify the Superintendent 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.** As to the Event(s) of Termination set forth in Sections 9.1(1)-(2), the Superintendent may conduct a preliminary review of the alleged basis/bases for termination to ensure that such basis/bases is/are bona fide. Such review shall be completed promptly and, within thirty (30) days after the Superintendent receives the Charter School's notice, the Superintendent shall deliver to Charter School a notice either approving the School's requested termination or denying the same on the grounds that the asserted basis/bases for termination is/are not in fact bona fide.

If such results of the review and the Superintendent's determination are not delivered to the Charter School in writing within thirty (30) days after the Superintendent receives the notice, the School's notice shall be deemed an approved basis for termination.

- 3) **Automatic Termination.** As to the Event(s) of Termination set forth in Section 9.1, termination shall be effective on the date set forth in the Charter School's notice under Section 9.2(1).

Section 9.3. Final Accounting. Upon termination of the Contract, the Charter School shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the Charter School's annual audits and statements under Section 3.1(11) of this Contract.

ARTICLE TEN

TECHNICAL PROVISIONS

Section 10.1 Term of Contract. The term of this Contract shall commence on the date of the execution of this Contract and continue for five (5) years.

During the fourth, full academic year of this Contract, the District shall conduct a review of the Charter School's performance to date. The District shall specify in writing for the Charter School the subjects of the review at least three (3) months prior to the beginning of the fourth, full school year of the operation of the Charter School. The measures for evaluation shall be derived from the following sources:

- a) State of Wisconsin and Federal Statutes except were excluded by this contract
 - b) Charter School Contract
 - c) Charter School Academy Goals
 - d) Annual School Accountability Plan
 - e) Annual School Accountability Progress Report
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- f) Governing Board Bylaws, meeting minutes
 - g) Charter School Curricula
 - h) Community Partnership Evaluations

The District shall complete the review and shall issue a written report by the end of the fourth full school year of the Contract. The Charter School shall have the opportunity to rectify any negative findings. The results of the review, the Charter Schools' action plan, and subsequent results shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School during the fifth year, for another five (5)-year contract taking the school into year eleven (11) through fifteen (15).

Section 10.2 Applications of Statutes. If, after the effective date of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

Section 10.3 Amendments. This Contract may be amended only upon the written agreement of the Parties.

Section 10.4 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 10.5 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 10.6 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 10.7 Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.

Section 10.8 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 10.9 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 10.10 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 10.11 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

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Section 10.12 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:

The District: Dr. Kristine Gilmore

The Charter School: The sitting president of the D.C. Everest IDEA Charter School.

Notice hereunder shall be effective if made by hand delivery to the pertinent Party or by United States mail, postage prepaid, certified with return receipt requested. Notices shall be effective when actually received by the addressee, if made by hand delivery, or two (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.

D.C. Everest IDEA School D.C. Everest School District

Name Name

Title Title

Date Date

Name Name

Title Title

Date Date