DISTRICT CHARTER SCHOOL CONTRACT

BETWEEN

School District of La Crosse
Board of Education
La Crosse, Wisconsin

AND

School of Technology & Arts I Steering Committee
School of Technology & Arts I (SOTA I)

2025- 2030

THIS CONTRACT is made by and between the School District of La Crosse and the governing board of the School of Technology & Arts I (SOTA I) Charter School.

RECITALS

WHEREAS, the State of Wisconsin allows for the establishment of charter schools pursuant to the provisions of Wis. Stat. §118.40;

WHEREAS, the District is authorized by Wis. Stat. §118.40(2m)(a) [*and 118.40(8) for Virtual Charter Schools]* to contract on its own initiative, with an individual or group to operate a school as a charter school; and

WHEREAS, the Parties have successfully negotiated this Contract, which, in accordance with Wis. Stat. §118.40(2m), contains all of the provisions specified under Wis. Stat. §118.40(1m)(b)1-15, as well as separate and additional provisions; and

WHEREAS, in negotiating this Contract, the Parties have considered the principles and standards for quality charter schools established by the National Association of Charter School Authorizers.

WHEREAS, the District is authorized by Wis. Stat. § 118.40(3)(c) to enter into an agreement under Wis. Stat. § 66.0301, to authorize a charter school;

NOW THEREFORE, in consideration of the terms, covenants, conditions, and obligations set forth in this Contract, the Parties hereby agree to the following:

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ARTICLE ONE: DEFINITIONS

Section 1.1 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. "Administrators" means the administrative team of the Charter School.

2. "Applicable Law" means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.

3. "Charter School" and "School" mean a school to be known as SOTA I located at 111 7th Street South, La Crosse, Wisconsin.

4. "Charter School Administrator" means the Administrator of the Charter School.

5. "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.

6. "Department" means the Department of Public Instruction of the State of Wisconsin.

7. "District" means the School District of La Crosse, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.

8. "Governance Board" means the Board of Directors of the Charter School.

9. "Operational Budget" means the report created by the Charter School Administrator and Governance Board detailing the funding needs for the Charter School including any expected additions to or subtractions from the Charter School fund balance.

10. "Parties" means the School District of La Crosse Board of Education and SOTA I Steering Committee Governance Board, through their designated representatives.

11. "Superintendent" means the Superintendent of the School District of La Crosse or any designee of the Superintendent.

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12. "Teacher(s)" means an appropriately licensed teacher(s) for the Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of the Charter School, the Governance Board or the Board's designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.2 The Governance Board shall be responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.3 The Parties agree that the establishment of the Charter School shall have no additional or unique effect on the general liability or obligations of the District other than those obligations specifically undertaken by the District herein.

Section 2.4 The Governance Board shall have authority to establish additional charter schools upon written approval of the District and pursuant to all Applicable Law.

Section 2.5 The District shall comply with all Applicable Law in authorizing the Charter School.

ARTICLE THREE: TERMS REQUIRED UNDER WIS. STAT. §118.40 (2m)(a)

Section 3.1 The name of the legal entity seeking to establish the Charter School.

The SOTA I Steering Committee Governance Board is the entity seeking to establish the Charter School.

Section 3.2 The title of the person who will be in charge of the Charter School and the manner in which administrative services will be provided.

a. The Charter School Administrator will supervise and coordinate the daily operation of the Charter school with school staff and will work closely with and report to the Governance Board to ensure the Charter School meets the educational goals set forth in this Contract.

b. Administrative services will be provided by the District in the same manner as they are provided to other District schools, including but not limited to:

- Purchasing and Accounts Payable
- Accounting and Bookkeeping
- Risk Management and Auditing
- Liability Insurance

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- Cash Management
- Payroll and Benefits Administration
- Labor Relations and Staffing
- Enrollment and Pupil Services
- Student Record-keeping
- Student Testing and Assessment Administration

Section 3.3 A description of the educational program of the Charter School.

a. SOTA I's educational model is built around the following constructs:

Multi-Age, Continuous Progress Classrooms

- Multi-age classrooms allow teachers to immediately assess and support students based on their progress.
    - The multi-age classrooms provide students with opportunities to serve as both leaders and role models for their peers, while also benefiting from peer role models themselves every other year.
- Students experience both leadership roles and peer modeling opportunities.

Performance-Based Assessment

- Students are assessed through projects, performances, and demonstrations rather than traditional tests. Student demonstration of learning mastery is emphasized through performance and project-based learning.
- SOTA I administers all required state and district assessments while emphasizing student-led mastery of standards.

Collaborative Governance with Staff and Parents/Families

The Governing Board may participate in training provided by the authorizer. § 118.40(2x)(b)2.j.

- The SOTA I Steering Committee Governance Board meets monthly to guide school operations.
- Joint staff-parent/family school governance in the form of collaboration.
- Ongoing collaboration occurs around:
    - School operations and policies
    - Fundraising initiatives
    - School opportunities
    - Family engagement activities

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- Parent / Family - teacher conferences to be conducted bi-annually
  - § 118.40(2x)(b)2.g.

Integration of Fine Arts and Technology

Teachers and staff members at SOTA I will have access to district supported, alternative professional development opportunities specifically focused upon arts integration. Dedicated, collaborative planning time will be provided to integrate the arts across grade levels and subject areas. SOTA I integrates the fine arts in the curriculum in the following ways:

- Drama - twice weekly for 30-45 minute class periods
- Music and instrumental strings program with early opportunity to start in first grade
- Community room with monthly open microphone activities
- Cross-curricular projects incorporating the fine arts
- Artist-in-residence opportunities and access to performing arts experiences
- Digital citizenship instruction - encouraging safe and responsible creation and consumption of digital content.
- Winter Solstice and Informance - yearly

SOTA I teachers will retain the flexibility to design, implement, and adjust instruction from the traditional pacing guide to effectively incorporate the arts and meet SOTA I constructs.

b. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.

c. The District shall agree to allow the Charter School to implement the educational program set forth in this Contract. If the Parties wish to mutually change the educational program of the Charter School, such change may be made by amendment as agreed to by the Parties.

SOTA I Student Outcomes

SOTA I Students will:

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- Develop as active, lifelong learners.
- Transform challenges into opportunities through exploration, perseverance, and mentorship.
- Collaborate about learning projects to enhance learning.
- Appreciate and celebrate diversity.

SOTA I Teacher Commitments:

- Create inclusive and rich learning environments.
- Design personally relevant student experiences
- Facilitate creative experimentation and reflection.
- Model projects, goal-setting, collaboration, creating, and innovation.
- Foster a strong sense of community and inclusion.

Section 3.4 The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. §118.01.

SOTA I students are expected to meet the same educational goals as all students enrolled within the School District of La Crosse, following the District's approved SOTA I curriculum in alignment with Wis. Stat. §118.01.

SOTA I integrates technology, arts, and process-based learning to create a dynamic, interdisciplinary educational environment aligned with essential standards identified by the School District of La Crosse and state standards. Through thematic curricular units, students engage in individualized projects, hands-on learning, and performance-based assessments, enabling them to achieve educational goals while fostering creativity, critical thinking, and collaboration.

Pillars of SOTA I: Technology, Arts, and Process

Technology

- Facilitates and enhances learning across arts and core content areas.
- Provides access to diverse technologies for various academic and creative purposes.
- Promotes safe, ethical, and legal use of technology for learning.
- Develops organizational, collaborative, and critical thinking skills through project workflows and goal setting.
- Incorporates science, technology, mathematics, and art standards and design thinking to solve real-world problems.

Arts

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- Integrates visual, performing, and language arts into thematic units across science, social studies, and mathematics.
- Encourages creative expression and innovation through hands-on projects and performances.
- Offers multiple opportunities for students to demonstrate learning through exhibitions, showcases, and traditional assessments.

Process

- Applies learning in authentic, real-world contexts through showcases, performances, and project-based tasks.
- Encourages goal-setting, planning, and self-evaluation through teacher-student created rubrics.
- Promotes differentiated instruction tailored to individual student needs and present levels of learning.
- Facilitates reflection, peer feedback, and quality improvement in student work.
- Incorporates deliberate spiraling of prior learning to ensure retention and mastery of content.

Outcomes

- Students develop as critical thinkers, problem solvers, and lifelong learners.
- Instruction is personalized, fostering student choice and accountability.
- High-quality evidence of learning is demonstrated through various means, including projects, performances, and exhibitions.
- Students gain skills in creative problem-solving, collaborative communication, music, and the application of knowledge in new contexts.

SOTA I provides a robust educational experience that meets and exceeds the standards outlined in Wis. Stat. § 118.01, equipping students with the skills and knowledge necessary for academic success and personal growth.

Section 3.5 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 such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the "Every Student Succeeds Act"), and any other Applicable Laws 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.

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b. Student progress at SOTA I will be measured using the same assessments required for all students enrolled within the School District of La Crosse.

- State and District Assessments – SOTA I students will participate in all required state and district testing programs.
- Grade-Level Testing Assignments – Since SOTA I is a multi-age/grade level school, students will take assessments based on their corresponding grade level as if they were enrolled in a traditional graded school.

In addition to the foregoing, the Charter School shall adhere to the same accountability measures, administer the same district-wide assessments and follow the same proficiency measures as all other District schools. Any request for authorization to deviate from District accountability plan shall be submitted by the Charter School to the District by September 15th of the school year in which the use of an alternative accountability plan is contemplated.

c. The District shall agree to allow the Charter School to implement the educational program set forth in this Contract. If the Parties wish to mutually change the educational program of the Charter School, such change may be made by amendment as agreed to by the Parties.

Section 3.6 The governance structure of the Charter School, including the method to be followed by the school to ensure parental involvement.

a. The Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. The Board has obtained status as a federal tax-exempt organization pursuant to § 501(c)3 of the Internal Revenue Code. The number of Directors and Director's terms shall be set forth in the Governance Board bylaws. The Board may include, but is not limited to, parent(s) or guardian(s) of students, and community member(s). No more than a minority of the Board's members will be employees of the Charter School or employees or officers of the District. For conflict of interest reasons, district administration, school board members, and charter school employees should not be members of the Governance Board. For District-authorized charter schools receiving federal charter school program funds add the following: No members of the Charter School Governance Board may be employees or officers of the District.

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b. The Governance Board will meet on a regularly scheduled basis with a minimum of 12 meetings per school year and will comply with the Wisconsin Open Meetings Law. The Governance Board will also make reports to the District Board of Education as may reasonably be requested.

c. The Governance Board's shall have autonomy and decision-making authority over:

1. Budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;
2. Calendar and daily schedule;
3. Curriculum and instruction;
4. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies;
5. Facilities utilized by the Charter School;
6. Marketing, registration, and enrollment processing; and
7. Charter school operations and procedures.

d. In addition to subsection 3.6 (c), the Governance Board shall have the powers necessary to carry out the terms of this Contract including:

1. To receive and disburse funds for school purposes;
2. To secure appropriate insurance;
3. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services;
4. To incur debt in reasonable anticipation of the receipt of funds;
5. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
6. To solicit and accept gifts or grants for school purposes;
7. To acquire real property for its use; and
8. To sue and be sued in its own name.

e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.

f. The Articles of Incorporation and Bylaws for the Governance Board are attached hereto and incorporated herein as Exhibits ___ and ____.

Bylaws are at https://www.lacrosseschools.org/sota-i/wp-content/uploads/sites/22/2024/04/sota_i_by-laws_2024.doc

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Section 3.7 Subject to Wis. Stat. § 118.40(7)(a), 118.19(1) and 121.02(1)(a)2, the qualifications that must be met by the individuals to be employed in the Charter School.
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a. The Charter School shall be an instrumentality of the District and all Administrators, Teachers and staff shall be employees of the District. If the School Board determines that the Charter School is an instrumentality of the District in which it is located, the Board shall employ all personnel for the Charter School. If the School Board determines that the Charter School is not an instrumentality of the District, the Board may not employ any personnel for the Charter School. See Wis. Stat. § 118.40(7)(a).

b. All Administrators, Teachers, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19.

c. The number of Administrators, Teachers and other staff assigned to the Charter School will be determined by the Governance Board and approved by the District. Recommendations for renewal of administrative and teaching contracts will follow the required statutory timeline.

d. All Administrators, Teachers and other staff will be employees of the District. The District and the Governance Board will collaborate in the hiring process of Administrators, Teachers, and other staff. The Governance Board will conduct the interview process and recommend candidates for final approval by the District. All employees of the Charter School must be approved by the District and the Governance Board.

e. The Charter School Administrator will evaluate the performance of Administrators, Teachers, and other staff as required by District policy, and will report a brief summary of the evaluations to the Governance Board. The Governance Board will make recommendations regarding renewal and nonrenewal of Administrator and Teacher contracts to the District Board of Education in accordance with applicable statutory timelines. In addition, the Governance Board will make recommendations regarding employment of all other non-contracted staff. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.

f. Upon approval by the District, Charter School employees shall be allowed to substitute two days of professional development specific to the educational program implemented by the Charter School for professional development mandated by the District. The District will provide Charter School employees

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additional training days for professional development specific to the educational programs of the School.

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Section 3.8 The procedures that the Charter School will follow to ensure the health and safety of the pupils.

The Charter School shall comply with all Applicable Laws concerning health and safety. In addition, the Charter School shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School including safety policies, policies regarding mandatory reporting under Wis. Stat. §48.981 and policies regarding drilling on evacuation in the event of a fire, tornado, armed intruder, or other hazard.

The SOTA I Charter School will have access to District human resources to include:

- School Resource Officer
- Nurse
- Social Worker
- School Psychologist

SOTA I Charter School shall develop and maintain policies ensuring the physical, social, and emotional well-being of students.

- SOTA I safety policies shall include:
    - Mandatory reporting requirements under Wis. Stat. §48.981.
    - Drills and emergency procedures (adapted for virtual settings) for:
        - Fire
        - Tornadoes
        - Armed intruders
        - Other potential hazards

Section 3.9 The means by which the Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District's school-age population.

The Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of 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 through newspaper articles, District mailings, brochures, parent-teacher conferences, and the District's web site with a goal of achieving a racial and ethnic balance among pupils that is reflective of the District's school-age population. If necessary, the Charter School will target its marketing efforts to areas that may be

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underrepresented or at risk in the Charter School's pupil population. SOTA I will strive to achieve a racial-ethnic, and socio-economic balance that is reflective of the district's student population. Efforts to achieve the balance will be made through the enrollment process.

Application and enrollment information will be available in multiple languages contingent upon need to include, but not limited to: English, Spanish, Hmong, other.

Section 3.10 The requirements for admission to the Charter School and admissions lottery.

a. The Charter School is open to all students in grades 4K to 5 who (i) reside in the District or (ii) are enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.

b. The Governance Board will set enrollment limits for the following school year by December 1 and submit them to the District by January 1. If the number of enrollment applications exceeds the enrollment limit, the school will select students on a random lottery basis. The Charter School will give preference to pupils and siblings of pupils who are already attending the Charter School. Open enrolled applicants who meet the eligibility requirements and select the Charter School as a preference will be placed in the Charter School if space is available. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Educational Act, placement will be determined by the IEP team in accordance with federal law.

c. Optional - A waiting list will be maintained for students who are not selected in the random lottery. The waiting list will be utilized until September 1st of the upcoming school year to fill open seats.

d. The District may include in its lottery all nonresident applicants who seek enrollment in the Charter School. An open-enrolled applicant's admission to the Charter School will be contingent on the student's enrollment in the District.

Section 3.11 The manner in which annual audits of the financial and programmatic operations of the Charter School will be performed.

The Charter School shall submit its records for an annual audit by an auditing firm of the District's choosing. The audit shall be conducted in accordance with Applicable Law. 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 School with due notice. All financial operations of the Charter School must be in accordance with Applicable Law and the District's policies, practices, and rules, unless expressly granted a waiver

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by the District. The Charter School each year shall submit its programmatic records for an annual audit by the authorizing district.

Section 3.12 The procedures for disciplining pupils.

The Charter School will adhere to the discipline policies of the District. Students enrolled in SOTA I will be disciplined in a manner expected and appropriate per the District Code of Conduct.

Section 3.13 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.

Attendance in the Charter School is voluntary. Any pupil who is a resident of the District and does not choose to enroll in and attend the Charter School may attend another school operated by the District or available by agreement with another public school district.

Section 3.14 A description of the school facilities and the types and limits of the liability insurance that the school will carry.

The SOTA I Charter School will be located at 111 7th Street South , La Crosse, WI 54601. The School District of La Crosse may relocate the SOTA I Charter School if the District's Board of Education determines that such relocation is in the best interest of the District and the Charter School in consultation with the Governing Board.

Liability Insurance:

- General Liability (Bodily Injury and Property Damage): $5 million per occurrence
- Professional Liability: $5 million per occurrence; $1,000 deductible
- Violent Acts Liability: $25,000 per person / $100,000 per act / $100,000 aggregate
- Uninsured and Underinsured Motorists: $100,000 per person / $100,000 per accident
- Property Insurance (physical structure, contents, property in the open): Replacement cost basis; $100,000 deductible

Additional Insured Designations

- SOTA I Charter School shall be named as an additional insured on all relevant School District of La Crosse insurance policies.
- The School District of La Crosse shall also be named as an additional insured on any separate insurance policies obtained by SOTA I Charter School.

Indemnification Clause

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- Both Parties shall defend, indemnify, and hold harmless one another, including their Board members, employees, and agents, from:
    - Claims, demands, lawsuits, damages, and legal fees.
    - Liability for bodily injury, personal injury, or property damage arising from the operation of SOTA I Charter School.
- Exceptions: Indemnification does not apply if damages result solely from the willful misconduct of the indemnified Party.

The Governance Board shall defend, indemnify and hold harmless the Authorizing Entity, its Board of Directors, agents, officers, and employees ("indemnitee") from any and all claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to those for bodily injuries, personal injuries, or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of the Charter School or its programs, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the negligence or willful acts of the indemnitee. This indemnification shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is the Authorizing Entity's recovery limited due to the fact that the Authorizing Entity is named as an additional insured under any of the Charter School's insurance policies.

Section 3.15 The effect of the establishment of the Charter School on the liability of the District.

Nothing contained in this Contract shall make, or be deemed to make, the District and the Charter School partners, venturers, principals, agents, or representatives of one another, except only as may expressly be provided in this Contract. Neither the District nor the Charter School shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the Charter School Program. This includes, but is not limited to, length of school day, number of days and hours, library and media services, number of clock hours for instruction, grade-level promotion, and attendance.

Section 4.2 The Charter School will be exempt from the District policies listed below.

SOTA I may be exempt from the following School District of La Crosse policies, subject to approval:

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1. **Length of the School Day** (*Wis. Stat. §120.12(15)*)
    - The SOTA I Steering Committee Governance Board may propose an alternative school schedule (daily, weekly, or annually) for School District of La Crosse Board of Education approval.
    - Approval will be granted if the schedule does not impose undue financial hardship for the School District of La Crosse (e.g., transportation or facilities costs).
2. **Number of Instructional Hours** (*Wis. Admin Code § PI-18.05(1)(b)*)
    - The SOTA I Steering Committee Governance Board may propose alternative instructional hours for School District Board of Education consideration.
    - Approval will be granted if it does not impose undue financial hardship on the District.
3. **Other Policy Waivers**
    - **SOTA I may request additional waivers** from District policies by submitting a **written request** to the **Superintendent** and/or designee(s).
    - The School District of La Crosse retains the right to deny any waiver request if it determines that the request is not in the best interest of students and/or the School District of La Crosse.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1 Students will be held accountable for their actions and behavior while participating in the Charter School's learning activities, on field trips, and when visiting the school buildings and neutral sites, and are expected to comply with the code of conduct and applicable Charter School policies. Teachers, other staff, and students will be subject to policies established by the Charter School and/or District for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Section 5.2 The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.

Section 5.3 The Charter School shall not charge tuition.

Section 5.4 Special education and related services.

a. Special education and related services will be provided by the District pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in the Charter School in the same manner as it serves children with disabilities attending other District schools, and shall provide funds under this subchapter to the Charter School on the same basis as it provides funds under this subchapter to

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other District schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the District's other schools. The District will provide the Charter School with funds needed to provide applicable special education and related services. For services provided by the Charter School, the Charter School will maintain all records regarding the expenditure of IDEA funds required by law.

b. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.

c. Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

Section 5.5 The Charter School shall comply with Applicable Law, which may change and include, but is not limited to:

a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;
b. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;
c. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
d. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.
e. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
f. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
g. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
h. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
i. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

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

Section 5.6 In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the District's annual per student allocation as set forth in Section 5.8, the Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right of first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of notice, the Charter School may sell or otherwise dispose of such property in accordance with all Applicable Law. In no event shall the Charter School donate property to any organization or governmental body other than the District. In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board,

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the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law.

Section 5.7 All Charter School employees (including Teachers and other staff) and volunteers, shall be subject to background screening as deemed appropriate by the District consistent with Applicable Law. The Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

Section 5.8 In return for state aids generated by the Charter School, the District agrees to provide an annual allocation per student for students enrolled in the Charter School as of the Third Friday of September equal to a minimum of 10,000 of the revenue received per student for the 2024-25 school year. The Parties will review and renegotiate the allocation per student on an annual basis with the minimum amount being determined prior to the start of the school year. If the Parties cannot agree on the allocation per student, the allocation shall be no less than the previous year's revenue share.

In return for state aid generated by SOTA I, the School District of La Crosse agrees to provide an annual per-student allocation based on enrollment as of the Third Friday of September:

- The minimum allocation shall be 80% of the per-student revenue received in the school applicable school year, minus staff salaries and benefits.
- The remaining funds will be allocated to the SOTA I Charter School's Operational Budget for the following school year.
- The Parties will review and renegotiate the allocation annually before the start of the school year.
- If no agreement is reached, the allocation shall be no less than the previous year's revenue share.

Section 5.9 Not less than 45 days after the close of the open-enrollment period for the upcoming year of each year during the term of this Contract, the Charter School Administrator and the Governance Board shall develop and submit to the District an Operational Budget for the Charter School based upon projected enrollment. Upon District approval, operational funds shall be available to the Charter School at the same time and in the same manner they are made available to other schools within the District. In addition, the District shall comply with all federal funding requirements in allocating federal funds to the Charter School.

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Section 5.10 In the event the Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the Charter School shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the Parties shall convene a committee made up of Superintendent and/or designee(s), District Director of Finance, Charter School Administrator, and Governance Board President to review the revised Operational Budget and to negotiate in good faith regarding the request for additional funds. In no event shall the amount of additional funds provided to the Charter School affect the following year's allocation of revenue as set forth in section 5.8. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.

Section 5.11 The Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other schools in the District, in a manner consistent with the distribution of such resources to other programs in the District.

- Remedial education services
- Information technology services
- Student support services
- Testing and assessment services

Section 5.12 The Charter School may assess student fees in accordance with Applicable Law and District policies for activities such as field trips and extracurricular activities according to policies developed by the Governance Board. The Charter School may not prohibit an enrolled student from attending the Charter School, or expel or otherwise discipline such student, or withhold or reduce the student's grades, diploma or transcripts because of unpaid fees permissibly charged under this Section.

Section 5.13 The School District of La Crosse will provide transportation services to SOTA I students in accordance with district policies and procedures to include pick- up points per busing routes and regulations.

Section 5.14 Students in the Charter School will participate in the District's School Lunch program. Further, Charter School students will be eligible for free and reduced lunch according to the same federal guidelines and in the same manner as all other District students.

Section 5.15 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 interfere with the orderly and efficient operation of the Charter School.

Section 5.16 Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with District policy. The Governance Board shall grant any designee(s) of the Superintendent upon reasonable notice the right to inspect and copy

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at cost any and all Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the School staff and shall comply with all Applicable Law regarding student records.

Section 5.17 The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 5.18 A member of the Governance Board directly involved in the implementation of the terms and conditions of this Contract shall be subject to the following conflict of interest/code of ethics provisions:

Any member of the SOTA I Steering Committee Governance Board directly involved in implementing this contract will comply with applicable conflict of interest and ethics provisions, including those outlined in Wis. Stat. §19.41 et seq. and the conflict of interest policy adopted as part of the Governance Board's 501(c)(3) status.

Section 5.19 The Charter School shall provide to the District the data needed by the District for purposes of making the report to the state superintendent and the legislature required under Wis. Stat., §118.40 (3m) (f). If more than one charter school is operated under the contract, the charter school governing board reports to the District on each charter school separately.

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Operation or Management Contracts and other Sub-Contracts

The District reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of the Charter School that the Governance Board seeks to enter into with any third party; 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.

a. The Governance Board shall submit to the District a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the District shall have approved (or be deemed to have approved) the same. The District shall have 30 Days after receiving the proposed Operation or Management Contract or a shorter period as reasonably designated by the

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Charter School (but no less than 10 days), to review the document and to deliver to the Governance Board a written statement approving or rejecting such contract. If the District does not within such 30 Days (or shorter designated time frame) object in writing to the proposed contract, the contract shall be deemed approved. If the District rejects the proposed contract, however, the District shall also within the 30-Day (or shorter period) review period hereunder advise the Governance Board in writing of its specific objections to the proposed contract. The Governance Board may thereafter modify (and remodify) the proposed contract and continue submitting the modified contract for the approval of the District, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. Every Operation or Management Contract shall: (i) be written and executed by both the Governance Board and the third party; (ii) contain the third party's covenant to submit to the District any documentation material to the District's efforts to assist the District in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the District and the Governance Board 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 Governance Board shall use to evaluate the performance of the third party.

Section 6.2 Performance Evaluations:

a. The District shall review the academic and financial performance of the Charter School annually. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Charter School Administrator and Superintendent will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District.

b. At the end of each school year during the term of this Contract, the Charter School shall provide to the District the following:

1. Demographic data of school
2. Results of State Testing
3. Results of Annual School Report Card from previous year
4. Results of student growth (school chosen adaptive test)
5. District-wide assessments
6. Results of Staff and Parent/Family Engagement Surveys

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c. At the end of each school year during the term of this Contract, the Charter Schools shall provide to the District a report stating whether the Charter School met the standards set forth in the Department's accountability system. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.

d. In considering renewal of this Contract, the District shall give priority consideration to the Charter School's performance in the state's accountability system and student achievement.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

a. Agendas and Meetings. The Charter School shall provide to the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board and its committees shall be governed by Robert's Rules of Order, Newly Revised and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.

b. Governmental Agencies. The Charter School shall promptly notify the District when the Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailings.

c. Legal Actions. The Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, or its students.

Section 7.2 Certain Reports.

The Governance Board shall provide such information and non-periodic reports as the District shall reasonably deem necessary to confirm compliance by the Charter School with the terms and conditions of this Contract.

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:

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a. The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, have failed to achieve standards as determined by the Department for 3 consecutive years, or have failed to make progress as set forth in Section 6.2(c) of this Contract for 3 consecutive years;

b. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;

c. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;

d. The Charter School has failed to comply with Applicable Law;

e. The Charter School has violated Wis. Stat. § 118.40.

f. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or

g. The Charter School is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

Section 8.2 Procedures for the District's Revocation:

a. Emergency Termination or Suspension Pending Investigation. When Risk of Student Health or Safety. If the District Board of Education and/or the Superintendent or designee 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 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.

1. If the District elects 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 to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.

2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set

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forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.

b. Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril. If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, 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.

1. If the District elects 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 to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.

2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.

c. Non-Emergency Revocation and Opportunity to Cure. If the District Board of Education and/or Superintendent or designee 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 District shall advise the 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.

1. If the Charter School does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education or Superintendent, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.

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2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester.

d. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board 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 return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD

Section 9.1 Events of Default by District. The Governance Board under procedures in Section 9.2 may terminate this Contract if it finds that any of the following Events of Default have occurred:

a. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
b. The number of students in the Charter School drops below the expectations of the School District of La Crosse Board of Education and/or the SOTA I Steering Committee Governance Board.
c. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.

Section 9.2 Procedures for Governance Board Termination of Contract:

a. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or Superintendent or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.

b. Discretionary Termination.

1. Upon receipt of notice of the Events of Default, the District Board of Education and/or Superintendent or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or Superintendent receives the Governance

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Board's notice, the District Board of Education or Superintendent shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the District intends to cure the Events of Default.

2. If a notice approving or denying the requested termination is not delivered to the Governance Board in writing within thirty (30) days after the District Board of Education or Superintendent receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.

3. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District 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 District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.

4. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.

5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.

c. Termination, Nonrenewal and Closure Procedures

1. Upon termination of the Contract, the Governance Board 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 this Contract.

2. Upon termination and nonrenewal of this Contract, the Governance Board 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 the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.

3. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board shall designate an

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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 return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract. The term of this contract will be five 5 years. The term of this Contract shall commence on July 1, 2025 and continue until June 30, 2030. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven by the Charter School's performance in the Wisconsin accountability system and proven student achievement.

Section 10.2 Applications of Statutes. If, after the commencement 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 and shall insure 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 between 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

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consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute 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.

Section 10.12 Counterparts. This Contract may be executed in counterparts and shall be as effective as if executed in one document. Electronic signatures shall be as effective and valid as original signatures. This Contract shall only be valid and binding upon the signatures of all parties.

Section 10.13 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:

School District of La Crosse Board of Education
Board President

1801 Losey Blvd. South
La Crosse, WI 54601

Superintendent of the School District of La Crosse

1801 Losey Blvd. South
La Crosse, WI 54601

SOTA I Steering Committee Charter School Governance Board
Board President

1117th Street S

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La Crosse, WI 54601

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 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. In addition, each signatory below represents that he/she has authority to act on behalf of the respective represented Party, and understands that the other Party is relying on said representation.

FOR THE GOVERNANCE BOARD:	FOR THE DISTRICT BOARD OF EDUCATION:
_____	Meridith Garcia
Name	Name
_____	MGarcia
Signature	Signature
_____	Clerk
Title	Title
_____	4/7/25
Date	Date
_____	Aaron Engel
Name	Name
_____	_____
Signature	Signature
_____	Superintendent
Title	Title
_____	4/8/25
Date	Date
_____	_____
Name	Name

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La Crosse, WI 54601

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 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. In addition, each signatory below represents that he/she has authority to act on behalf of the respective represented Party, and understands that the other Party is relying on said representation.

FOR THE GOVERNANCE BOARD:

Renee Stowell

Name

Renee Stowell

Signature

Co-President, SSC

Title

3/30/2025

Date

Name

Signature

Title

Date

Name

FOR THE DISTRICT BOARD OF EDUCATION:

Name

Signature

Title

Date

Name

Signature

Title

Date

Name

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_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

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